

The Facebook page for the Economic Development Commission (<https://www.facebook.com/forwardfranklin/>) will be live streaming the Common Council meeting so that the public will be able to watch and listen to the meeting.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JULY 7, 2020, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement – Franklin Emergency Operation Command Staff COVID-19 Update.
- C. Approval of Minutes of Regular Common Council Meeting of June 16, 2020.
- D. Hearings.
- E. Organizational Business – Mayoral Appointments:
 - 1. Daniel S. Duchniak, 3647 W. Forest Hill Avenue (Aldermanic District 5), to the Board of Water Commissioners for a 5-year term, expiring 9/30/2021.
 - 2. Janice Coenen, 7316 S. 77th Street (Aldermanic District 2), to the Parks Commission for a 3-year term, expiring 4/30/2021.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Request for approval to allow the Fire Department to dispose of decommissioned pumper (engine), two decommissioned ambulance chassis, and three obsolete Stryker power cots.
 - (b) Report on Expenditures related to the COVID-19 Public Health Emergency thru July 1, 2020.
 - (c) Authorization to Participate in the Wisconsin Elections Commission (WEC) Coronavirus Aid, Relief and Economic Security (CARES) Act Subgrant Program.
 - (d) Request to allow the Director of Health and Human Services to accept the CARES Act funding for disease investigation, increased testing capacity, and pandemic response plans.

2. A Resolution to Amend a Resolution in Ratification of a Proclamation Declaring a Public Health Emergency In Response to the Coronavirus Disease 2019 (Covid-19), As Amended, to Extend the Time Period of the Public Health Emergency for Forty (40) Days.
3. Authorization to Execute Contract with Maxim Healthcare Staffing Services, Inc. for COVID-19 Case Follow-Up and Contact Tracing.
4. Authorization for the Director of Health and Human Services to move forward with upgrades from Software Expressions for an Eligibility Module and allow the signing of a contract with Waystar Clearinghouse to improve immunization clinic processes.
5. Concept Review for a multi-family residential development with 336 units in 21 two-story apartment buildings (8301 W. Old Loomis Road) (Thompson Thrift Development, Inc., Applicant).
6. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Wrestling Gymnasium and Instruction Use Upon Property Located at 9760 South 60th Street (Benjamin M. Askren, Askren Wrestling Academy, LLC, Applicant, Askren Properties, LLC, Property Owner).
7. A Resolution to Reimburse Oakwood at Ryan Creek, LLC For Installation of an Oversized Water Main Through Ryanwood Manor Subdivision Phase 1 and Ryanwood Manor Subdivision Addition 1 From the Water Impact Fee Fund in the Amount of \$317,130.
8. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow for Enterprise Rent-A-Car Office Space Within Ewald Truck Center for an Automobile Rentals Use Upon Property Located at 6321 South 108th Street (Enterprise Rent-A-Car Company of Wisconsin, LLC, Applicant, CBDT 6321 Real Estate, LLC, Property Owner).
9. Request to grant exemption from requirement to connect to water main at 10475 W. St. Martins Road (Tax Key No. 800-9999-001).
10. Underground drainage tile at 8956 S. 116th Street (Tax Key No. 845-9997-001).
11. Commercial and industrial promotion of Franklin Business and Industrial Parks via Site Selection Magazine \$19,000 Advertising Package, Fiscal Year 2020-2021.
12. Business View Magazine Franklin feature supported by Key Vendor Advertising.
13. A Resolution to Award 2020 City Hall Sign Project to Michael's Signs, Inc. in the Amount of \$39,000.
14. A Resolution to Award 2020 Gateway Signs Project to Lemberg Electric Company, Inc. in the amount of \$63,524.98.
15. Approval of landscaping quote for City Hall building perimeter landscaping from Johnson's Nursery for \$24,635.98.
16. A Resolution to Authorize Change Order No. 1 for the S. 68th Street Vertical Alignment Improvements Project for an Increase in the Amount of \$22,983.74.
17. A Resolution to Award 2020 Rawson Homes Pavement Project to Stark Pavement Corporation in the amount of \$194,729.30.
18. A Resolution for Participation in a Construction Contract per Intergovernmental Agreement with the City of Waukesha Water Utility for the S. 60th Street Sewer Project.
19. Investigation for a new parkland connected to a new water tower site on S. Lovers Lane Road (Tax Key Nos. 801-9986-000, 801-9985-000, 801-9984-000, and 801-9987-000).

Common Council Meeting Agenda

July 7, 2020

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- 20. 2020 Debt Issuance Planning.
- 21. Impact fee report on holding period update.
- 22. May 2020 Monthly Financial Report.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of July 7, 2020.

I. Bills

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

| | | |
|-----------|---------------------------|------------------------|
| July 9 | Plan Commission Meeting | 7:00 p.m. |
| July 21 | Common Council Meeting | 6:30 p.m. |
| July 23 | Plan Commission Meeting | 7:00 p.m. |
| August 3 | Committee of the Whole | 6:30 p.m. |
| August 4 | Common Council Meeting | 6:30 p.m. |
| August 6 | Plan Commission Meeting | 7:00 p.m. |
| August 11 | Partisan Primary Election | 7:00 a.m. to 8:00 p.m. |
| August 18 | Common Council Meeting | 6:30 p.m. |
| August 20 | Plan Commission Meeting | 7:00 p.m. |

| | | |
|------------------------------------|--|---|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 7/07/2020 |
| ORGANIZATIONAL BUSINESS | Boards and Commissions Appointments | ITEM NUMBER <i>E.</i> |

The Mayor has made the following appointments for Council confirmation:

Daniel S. Duchniak, 3647 W. Forest Hill Avenue (Aldermanic District 5), to the Board of Water Commissioners for a 5-year (unexpired) term, expiring 9/30/2021.

Janice Coenen, 7316 S. 77th Street (Aldermanic District 2), to the Parks Commission for a 3 year (unexpired) term, expiring 4/30/2021.

COUNCIL ACTION REQUESTED

Motion to confirm the Mayoral appointments of Daniel S. Duchniak to the Board of Water Commissioners for a 5-year term expiring 9/30/2021 and Janice Coenen to the Parks Commission for a 3-year term expiring 4/30/2021.

Sandi Wesolowski

Subject: FW Volunteer Fact Sheet

From: volunteerfactsheet@franklinwi.info <volunteerfactsheet@franklinwi.info>

Sent: Monday, May 18, 2020 11:24 AM

To: Lisa Huening <LHuening@franklinwi.gov>; Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>

Subject: Volunteer Fact Sheet

| | |
|--|---|
| Name: | Daniel Duchniak |
| PhoneNumber: | |
| EmailAddress: | |
| YearsasResident: | 22 |
| Alderman: | |
| ArchitecturalBoard: | no |
| CivicCelebrations: | no |
| CommunityDevelopmentAuthority: | no |
| EconomicDevelopmentCommission: | no |
| EnvironmentalCommission: | no |
| FinanceCommittee: | no |
| FairCommission: | no |
| BoardofHealth: | no |
| FirePoliceCommission: | no |
| ParksCommission: | no |
| LibraryBoard: | no |
| PlanCommission: | no |
| PersonnelCommittee: | no |
| BoardofReview: | no |
| BoardofPublicWorks: | no |
| QuarryMonitoringCommittee: | no |
| TechnologyCommission: | no |
| TourismCommission: | no |
| BoardofZoning: | no |
| WasteFacilitiesMonitoringCommittee: | no |
| BoardWaterCommissioners: | yes |
| CompanyNameJob1: | City of Waukesha Water Utility |
| CompanyAddressJob1: | 115 Dleaffield Street, Waukesha, WI 53188 |
| TelephoneJob1: | 2624094440 |
| StartDateandPositionJob1: | 1/2003 - General Manager |
| EndDateandPositionJob1: | N/A |
| CompanyNameJob2: | Oak Creek Water and Sewer Utility |
| AddressJob2: | 170 W Drexel Ave, Oak Creek, WI 53154 |

| | |
|-------------------------------------|---|
| TelephoneJob2: | 414570-8210 |
| StartDateandPositionJob2: | 1/1994 - Utility Engineer |
| EndDateandPositionJob2: | 1/2003 - Assistant General Manager |
| CompanyNameJob3: | |
| AddressJob3: | |
| TelephoneJob3: | |
| StartDateandPositionJob3: | |
| EndDateandPositionJob3: | |
| Signature: | Daniel S Duchniak |
| Date: | 5-18-2020 |
| Signature2: | Daniel S Duchniak |
| Date2: | 5-8-2020 |
| Address: | 3647 West Forest Hill Avenue |
| PriorityListing: | |
| WhyInterested: | <p>I want to utilize the skills obtained through work experience to give back to the community. I believe my experience and knowledge of water utility operations and negotiations would be good fit for this commission.</p> <p>Ensure compliance with applicable statutes, ordinances and regulatory mandates that require adequate, safe water supply. Manage operations to insure that the Utilities are profitable and solvent and in compliance with appropriate rules and standards. Maintain and add physical plant to meet water supply requirements in accordance with long and short range plans.</p> |
| DescriptionofDutiesJob1: | <p>Administer policies, rules and regulations to maintain adequate water quality. Formulate and execute performance benchmark and improvement programs. Administer programs that foster teamwork and cooperation among employees including the adaption of a new management structure to encourage operational efficiencies throughout the organization. Coordinate Utility and municipal programs and services, and direct community outreach programs.</p> <p>Responsible for managing, overseeing and coordinating the various functions of the engineering, plant operations and distribution and collection divisions. Responsible for developing the capital and operating budgets of the divisions in accordance with guidelines set by the Water and Sewer Commission. Evaluation of department personnel needs, including hiring, performance evaluation and disciplinary actions for subordinates. Oversee the various functions provided by private companies through contract operations.</p> |
| DescriptionofDutiesJob2: | |
| DescriptionofDutiesJob3: | |
| AdditionalExperience: | <p>Served as Secretary/Treasurer for the Non-Profit Oak Creek Youth Sports Club. Served on various committees at St. Matthew Church.</p> |
| ClientIP: | 205.213.2.3 |
| SessionID: | s5h2lj5ca13vepbzza51qwlm |
| See Current Results | |

Sandi Wesolowski

Subject: FW Volunteer Fact Sheet-Janice Coenen

From: Steve Olson <steve-olson@wi.rr.com>

Sent: Thursday, June 25, 2020 12:08 PM

To: Shirley Roberts <SRoberts@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>

Cc: Shari Hanneman <SHanneman@franklinwi.gov>

Subject: FW: Volunteer Fact Sheet-Janice Coenen

Appoint to parks

From: volunteerfactsheet@franklinwi.info <volunteerfactsheet@franklinwi.info>

Sent: Thursday, May 21, 2020 8:34 PM

To: Lisa Huening <LHuening@franklinwi.gov>; Shirley Roberts <SRoberts@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>

Subject: Volunteer Fact Sheet

Name: Janice Coenen

PhoneNumber: 1

EmailAddress:

YearsasResident: 34

Alderman: 1

ArchitecturalBoard: no

CivicCelebrations: no

CommunityDevelopmentAuthority: no

EconomicDevelopmentCommission: no

EnvironmentalCommission: no

FinanceCommittee: no

FairCommission: no

BoardofHealth: no

FirePoliceCommission: no

ParksCommission: yes

LibraryBoard: no

PlanCommission: no

PersonnelCommittee: no

BoardofReview: no

BoardofPublicWorks: no

QuarryMonitoringCommittee: no

TechnologyCommission: no

TourismCommission: no

BoardofZoning: no

WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Ascension Medical
CompanyAddressJob1: 7400 W. Rawson Ave.
TelephoneJob1: 414-425-7000
StartDateandPositionJob1: 08-01-2018
EndDateandPositionJob1:
CompanyNameJob2: Pick and Save
AddressJob2: 7201 S. 76th St. Franklin
TelephoneJob2: 414-427-8100
StartDateandPositionJob2: August 2017
EndDateandPositionJob2:
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Janice M. Coenen
Date: 05/21/2020
Signature2: Janice Coenen
Date2: 05/21/2020
Address: 7316 S 77TH ST
PriorityListing:
WhyInterested: I enjoy nature and want to make sure all our parks are well maintained and well used for all our citizens and taxpayers.
DescriptionofDutiesJob1: Patient Service Representative Check in patients, verify insurances, take phone messages regarding patients needs and prescriptions, assist in physicians daily needs.
DescriptionofDutiesJob2: Online grocery shopping, cashier
DescriptionofDutiesJob3:
AdditionalExperience: Throughout the years considering my many different job experiences, volunteer responsibilities, and overall people interactions I feel I would be a perfect fit for this position.
ClientIP: 72.128.108.4
SessionID: l3ivbsu4wbzbant5kqp5ydm3
See Current Results

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JUNE 16, 2020
MINUTES

- | | |
|-------------------------|--|
| ROLL CALL | A. The regular meeting of the Common Council was held on June 16, 2020 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 (arrived at 7:29 p.m.), Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Finance & Treasurer Paul Rotzenberg, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:34 p.m. |
| MAYORAL ANNOUNCEMENT | B.2. The Mayor presented information on Small Business Grants from the Wisconsin Economic Development Corporation. |
| MINUTES JUNE 2, 2020 | C.1. Alderman Barber moved to approve the minutes of the regular Common Council meeting of June 2, 2020 as amended and presented at this meeting. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| MINUTES JUNE 4, 2020 | C.2. Alderwoman Hanneman moved to approve the minutes of the special Common Council meeting of June 4, 2020 as presented at this meeting. Seconded by Dandrea. All voted Aye; motion carried. |
| MAYORAL APPOINTMENTS | E. Alderman Nelson moved to confirm the following Mayoral Appointments: <ul style="list-style-type: none">1. Arthur Skowron, 9046 S. Cordgrass Circle East, Ald. Dist. 6, to Environmental Commission for 3-year term expiring 4/30/23.2. Rosemarie Bosch, 11625 W. St. Martins Rd., Ald. Dist. 6, to Fair Commission for 3-year term expiring 4/30/23.3. Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5, to Finance Commission for 1-year term expiring 4/30/21.4. John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5, to Finance Commission for 1-year term expiring 4/30/21.5. Lori O'Neil, 8236 S. 79th St., Ald. Dist. 1 to Board of Health for 2-year term expiring 4/30/22.6. Amy Marzofka, 7950 S. 61st St., Ald. Dist. 5 to Board of Health for 2-year term expiring 4/30/22.7. Terrence Berres, 8203 S. 58th St., Ald. Dist. 5, to Library Board for 3-year term expiring 6/30/23.8. Dale Wikel, 3755 W. Sharon Ln., Ald. Dist. 5, to Personnel Committee for 3-year term expiring 4/30/23. |

9. Tom Traynor, 7951 S. 43rd St., Ald. Dist. 5, to Personnel Committee for 3-year term expiring 4/30/23.

10. Jim Bartnicki, 7718 W. Terrace Dr., Ald. Dist. 2, to Board of Public Works for 3-year term expiring 4/30/23.

Seconded by Alderman Barber. On roll call, all voted Aye; motion carried.

RES. 2020-7636
FENCE INSTALLATION
(7244 S. DOVER HILL
CT.) (SCOTT A. AND
ANDREA L. MCELROY,
APPLICANTS)

G.4. Alderman Barber moved to adopt Resolution No. 2020-7636, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT LANDSCAPE PLANTING BUFFER PLAT RESTRICTION, UPON LOT 8 IN DOVER HILL SUBDIVISION (7244 SOUTH DOVER HILL COURT, SCOTT A. AND ANDREA L. MCELROY, APPLICANTS), as recommended by the Plan Commission. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7637
APPROVE 2 LOT CSM
5112 W. RYAN ROAD
(ANUP KHULLAR,
APPLICANT)

G.5. Alderwoman Hanneman moved to adopt Resolution No. 2020-7637, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY MAP, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (ANUP K. KHULLAR, 5100 LLC, APPLICANT) (AT 5112 WEST RYAN ROAD). Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2020-7638
FACILITY USE
AGREEMENT REQUEST
AND CONFLICT
WAIVER FRANKLIN
PUBLIC SCHOOLS

G.6. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7638, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A FACILITY USE AGREEMENT WITH THE FRANKLIN PUBLIC SCHOOL DISTRICT AND TO ACCEPT AND CONSENT TO A WAIVER OF CONFLICT OF INTEREST TO ALLOW FOR VON BRIESEN & ROPER, S.C. TO REPRESENT THE DISTRICT WITH RESPECT TO AGREEMENT. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2020-2436
UPDATE 9-1-1
CAPABILITIES

G.7. Alderwoman Hanneman moved to adopt Ordinance No. 2020-2436, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE FOR \$16,130 OF GRANT RESOURCES AND \$26,884 OF POLICE APPROPRIATIONS FOR UPDATED 9-1-1 CAPABILITIES. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye. Motion carried.

- | | | |
|--|-------|---|
| ORD. 2020-2437 CARRY FORWARD FUNDS-ECONOMIC DEVELOPMENT MARKETING AND UPGRADES TO UDO | G.8. | Alderman Barber moved to adopt Ordinance No. 2020-2437, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO CARRY FORWARD \$23,000 OF UNUSED ECONOMIC DEVELOPMENT APPROPRIATIONS TO APPROPRIATE EXPENDITURES FOR ECONOMIC DEVELOPMENT COMMISSION MARKETING APPROPRIATIONS AND UPGRADES TO THE UNIFIED DEVELOPMENT ORDINANCE. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried. |
| COVID 19 POSITIVE CASE CONTACT TRACING | G.9. | Alderman Barber moved to table to the July 7, 2020, Common Council meeting authorization for the Director of Public Health to Execute a Contact Tracing Contract with Maxim Healthcare Staffing Services, Inc. estimated at \$38,000. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| RES. 2020-7639 MMSD BIOFILTER S. 36 TH STREET | G.10. | Alderwoman Wilhelm moved to adopt Resolution No. 2020-7639, A RESOLUTION TO PROVIDE CONSERVATION EASEMENT WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT FOR THE SOUTH 36TH STREET BIOFILTER. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| ORD. 2020-2438 2020 TID BUDGET AMENDMENTS TO CARRYFORWARD 2019 PROJECTS NOT COMPLETED IN 2019 | G.11. | Alderwoman Hanneman moved to adopt Ordinance No. 2020-2438, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR TID5 AND TID 6 TO CARRYFORWARD UNUSED 2019 APPROPRIATIONS AND DETAIL 2020 CONSTRUCTION APPROPRIATIONS IN TID 4 AND PROVIDE ADDITIONAL MUNICIPAL REVENUE OBLIGATION APPROPRIATIONS IN TID 3. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried. |
| ORD. 2020-2439 PROPOSING THE FINANCE COMMITTEE REVIEW THE INITIAL MAYOR'S RECOMMENDED BUDGET | G.12. | Alderman Barber moved to adopt Ordinance No. 2020-2439, AN ORDINANCE TO REPEAL AND RECREATE SECTIONS 13-1. THROUGH 13-3. OF THE FRANKLIN MUNICIPAL CODE, CHAPTER 13, "BUDGET", IN ORDER TO AMEND THE BUDGET PROCESS, INCLUDING DELEGATING TO THE FINANCE COMMITTEE THE RESPONSIBILITY FOR THE INITIAL REVIEW OF THE MAYOR'S RECOMMENDED ANNUAL BUDGET. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried. |
| COVID-19 EXPENDITURES | G.13. | Alderman Nelson moved to place on file the report on expenditures related to the COVID-19 Public Health Emergency through June 11, |

2020. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

2020 ST. MARTINS
LABOR DAY FAIR

- G.14. Alderman Barber moved to cancel the 2020 St. Martins Labor Day Fair, September 6 and 7, 2020. Seconded by Alderwoman Hanneman. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, and Alderman Barber voted Aye; Alderman Nelson voted No. Motion carried.

LICENSES AND
PERMITS

- H. Alderwoman Hanneman moved to approve the following license recommendations from the License Committee meeting of June 16, 2020:

Grant 2019-2020 Operator licenses to Mason D Church, 17321 W Horizon Dr., New Berlin;

Grant 2019-2020 and 2020-2021 Operator licenses to: Mikayla K Baird, 3560 N Oakland Ave., Shorewood; Sara A Bryant, 3925 W Denis Ave., Greenfield; Anthony Chatfield, 10224 W Forest Home Ave. #319, Hales Corners; Jacquelyn M Huettl, 5970 S 32nd St., Greenfield; Emma K Pfeifer, 5695 S Meadow Park Dr., Hales Corners; Christina Potis, 18600 W National Ave., New Berlin; Faten S Salem, 1785 W Meyer Ln. #16203, Oak Creek;

Grant 2020-2021 Operator licenses to: Sandy Gallagher, 1923 Grange Ave., Racine; Paul Robinson, 4201 S Taylor Ave., Milwaukee; Melissa K Waulters, 6605 W Howard Ave., Milwaukee; Kayla M Corona, 315 E Fieldstone Cir. # 3, Oak Creek; Anaka C Schwulst, 2134 W 7 Mile Rd., Franksville; Daniel P Bartels, 8489 S Golden Lake Ct., Franklin; Terrance M Cantwell, 800 E Henry Clay St. #104, Whitefish Bay; Crystal Castellon, 4322 S 20th St., Milwaukee; Owen Charnon, S72W12501 Tess Corners Dr., Muskego; Amanda Connolly 2926 River Valley Rd., Waukesha; Jennifer B Geske, 460 Raynor Ave, Franksville; Lisa M Hansen, 14000 60th St., Bristol; William R Pengelly IV, 1808 W Meyer Ln. #5106, Oak Creek; Tyler Peterson, 8800 Greenhill Ln., Greendale; Amy Radaj, 1819 S 12th St., Milwaukee; Angela M Rinelli, 2100 W Henry Ave., Milwaukee; Carrie J Rosin, 3159 S 39th St., Milwaukee; Jessica L Rozek, 3222 S 38th St., Milwaukee; Tamika C Walker, 1124 White Rock Ave., Waukesha; Lauren E Adamczyk, 3911 W Jerelin Dr., Franklin; Qyinn M Applin, 4521 W Ramsey Ave. #65, Greendale; Nicole E Baker, 7554 S 75th St., Franklin; Leesa R Bearder, 9644 S 31st St., Franklin; Jefferson M Calimlim, 9125 Sura Ln. #222, Greenfield; Joseph A Cauley, 1813 S 70th St., West Allis; Tadeusz A Cieslak, 4226 Tumblewood Ln., Greendale; Milan Djurina, 2326 W Clayton Crest, Milwaukee; Christine L DuCharme, 7811 S Scepter Dr. #4, Franklin; Madeline A Gernhauser, 1124 Sundance Ln., Racine; Shelby Gilbert,

947 Perkins Ave., Waukesha; Patricia A Greer, 1702 E Eden Pl., St. Francis; Jody L Haase, 2431 W Carroll Ave., Oak Creek; Kendrick W Hoehn, 1008 Montclair Dr., Racine; Kenneth C Humont, 7119 W Jordan Ct., Franklin; Justin D Kagerbauer, S86W18930 Woods Rd. #301, Muskego; Vasim S Khudarathullah, 13455 W Fountain Dr., New Berlin; Taylor Klafka, 4785 S 82nd St., Greenfield; Kelly K Kuglitsch, 4358 S Louisiana Ave., Milwaukee; Apolonia Kust, 10845 W St. Martins Rd., Franklin; Christian J Lee, 8401 S 116th St., Franklin; Michael J Lloyd, 8908 W Verona Ct., Milwaukee; Kristen A Menzel, 13100 Northwestern Ave., Franksville; Samantha A Nelson, S75W16880 Gregory Dr., Apt D, Muskego; Jessica L Neu, 2217 W Hilltop Ln., Oak Creek; Camille M Nicolai, 7935 W Park Circle Way S, Franklin; Tyler K Okrzesik, 6010 S New York Ave., Cudahy; Lori A Otto, 5967 Oriole Ln., Greendale; Miranda R Peters, 49950 S Heritage Dr. #101, Greenfield; Richard G Rabiega, 7731 Cedar Ridge Ct., Franklin; Jean M Risacher Cavros, 4620 W Anita Ln., Franklin; Jenna Rozek, 8945 S 116th St., Franklin; Tinnia M Watson, 11130 W Morgan Ave., Greenfield; Julie A Wiltzius, 4889 S 72nd St., Greenfield; Raquel M Zalewski, 3625 W Ruskin St., Milwaukee;

Grant Change of Agent for Sam's Club #8167, Michelle L Peterson, 3983 W Heatheridge Dr.;

Grant 2020-2021 Entertainment & Amusement license to: Prime Timez, LLC, 6544 S Lovers Lane Rd.; and

Grant Extraordinary Entertainment & Special Event licenses to Federation of Croatian Societies, Croatian Park Croatian Festival, Thomas Krenz, on 7/18/2020 at 9100 S 76th St.

Seconded by Alderman Nelson. All voted Aye; motion carried.
(See reconsideration actions after Item I.)

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following:
City vouchers with an ending date of June 12, 2020 in the amount of \$1,614,024.43; and Payroll dated June 5, 2020 in the amount of \$396, 145.36 and payments of the various payroll deductions in the amount of \$254,266.96 plus City matching payments; and estimated payroll dated June 19, 2020 in the amount of \$400,000 and payments of the various payroll deductions in the amount of \$415,000 plus City matching payments; and estimated payroll dated July 3, 2020 in the amount of \$388,000 and payments of various payroll deductions in the amount of \$217,000, plus City matching payments, and property tax disbursements with an ending date of June 12, 2020 in the amount of \$5,943,135.02 and the use of investment funds for tax settlements of \$3,240,216.68 and approval to release Library vouchers upon

approval by the Library Board not to exceed 15,000.00. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

RECONSIDERATION OF H.
LICENSE COMMITTEE
MOTION

Aldерwoman Wilhelm moved to reconsider the action taken on Item H., Licenses and Permits. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Nelson moved to approve all recommendations of the License Committee as previously moved at Item H., with the exception of the Extraordinary Entertainment and Special Event for the Federation of Croatian Societies, Croatian Park Croatian Festival. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Alderwoman Wilhelm moved to deny the Extraordinary Entertainment and Special Event for the Federation of Croatian Societies, Croatian Park Croatian Festival, Thomas Krenz, 9100 S. 76th St., Saturday, 7/18/2020. Seconded by Alderman Barber. On roll call, Alderwoman Wilhelm voted Aye; Alderman Nelson, Alderman Barber, Alderwoman Hanneman, and Alderman Dandrea voted No. Motion failed.

Alderman Nelson then moved to approve the Extraordinary Entertainment and Special Event for the Federation of Croatian Societies, Croatian Park Croatian Festival, Thomas Krenz, 9100 S. 76th St., Saturday, 7/18/2020, from 10 a.m. to 11 p.m., pursuant to their revised plan as presented at the License Committee meeting. Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderwoman Wilhelm voted No. Motion carried.

POTENTIAL PROPERTY G.15.
ACQUISITIONS FOR
DEVELOPMENT OF W.
ELM RD. FOR TID 4
FRANKLIN CORPORATE
PARK

Alderman Dandrea moved to motion to enter closed session at 7:15 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisitions for the development of West Elm Road widening and public utilities public improvements for the Tax Incremental District No. 4 Franklin Corporate Park: 10627 South 27th Street, Tax Key Nos. 951-9996-002 (potential acquisition of approximately 5,969 square feet) and 951-9999-001 (potential acquisition of approximately 5,234 square feet); 3001 West Elm Road, Tax Key No. 978-9996-006 (potential acquisition of approximately 15,977 square feet); and 10613 South 27th Street, Tax Key No. 951-9996-009 (potential acquisition of approximately 24,008 square feet); and the investing of public funds and governmental actions in relation thereto and to effect such acquisitions, and to reenter open session at the same place thereafter

to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Alderman Mayer arrived at the meeting at 7:29 p.m.

Upon reentering open session at 7:53 p.m., Alderwoman Hanneman moved to authorize and approve the acquisition and purchase of Parcels 1 and 2 for the sum of \$260,000 and Parcel 6 for the sum of \$110,000 for a total of \$370,000; and authorize the City's Public Acquisition of Property consultant to proceed with the process pursuant to the City's consultant recommended acquisition process and to authorize the Director of Finance & Treasurer to issue checks in the aforesaid amounts. On roll call, Alderman Dandrea, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, and Alderman Barber voted Aye; Alderman Nelson voted No. Motion carried.

LEGAL OPINION
LETTER FROM
ATTORNEY PAUL
KENT, COUNSEL FOR
BEAR DEVELOPMENT

- G.16. Alderman Nelson moved to enter closed session at 7:55 p.m. pursuant to Wis. Stat. § 19.85 (1)(g), to confer with legal counsel for the Common Council who is rendering oral or written advice concerning strategy to be adopted by the body with respect to potential litigation with regard to the Special Exception to Certain Natural Resource Provisions, Certified Survey Map and Site Plan applications (all related to properties within the Bear Development Ryan Meadows Development) by Mills Hotel Wyoming, LLC and Copart of Connecticut, Inc., respectively, in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye; motion carried.

The Common Council reentered open session at 9:32 p.m.

RES. 2020-7640
CONSERVATION
EASEMENT LOT 84
RYAN MEADOWS

- G.3. Alderman Dandrea moved to adopt Resolution No. 2020-7640, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR LOT 84 OF RYAN MEADOWS (MILLS HOTEL WYOMING, LLC, APPLICANT) (GENERALLY ON THE EAST SIDE ON MONARCH DRIVE, SOUTH OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G), subject to technical corrections by staff. Seconded by Alderwoman Hanneman. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, and Alderman Barber voted Aye; Alderman Mayer and Alderman Nelson voted No. Motion carried.

SPECIAL EXCEPTION
TO CERTAIN NATURAL
RESOURCE
PROVISIONS
(MILLS HOTEL
WYOMING, LLC,
APPLICANT)

G.1. Alderman Nelson moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Mills Hotel Wyoming, LLC, applicant, to allow for a Special Exception to Certain Natural Resource provisions of the City of Franklin Unified Development Ordinance, with the provisions set forth within that document upon which the Common Council hereby denies a Special Exception for such relief subject to minor and/or technical changes by the Department of City Development and the addition to the Decision document of a statement that “[w]hile recognizing the Caution regarding forward-looking statements in Part I thereof, the United States Securities and Exchange Commission Form 10-K Annual Report for the fiscal year ended July 31, 2019, for and submitted by Copart, Inc. on or about September 30, 2019, provides in part at p. 11: “[I]n the salvage vehicle remarketing industry, large numbers of wrecked vehicles are stored at storage facilities and during that time, spills of fuel, motor oil and other fluids may occur, resulting in soil, surface water or groundwater contamination.” Seconded by Alderman Barber. On roll call, Alderman Nelson, Alderman Barber, Alderwoman Hanneman, Alderwoman Wilhelm, and Alderman Mayer voted Aye; Alderman Dandrea voted No. Motion carried.

MEMORANDUM (CSM)
LOT 84 RYAN
MEADOWS

G.2. Alderman Nelson moved to adopt and approve the Memorandum as presented to the Common Council at this meeting regarding a 2 lot Certified Survey Map, being all of Lot 84 in Ryan Meadows, subject to minor and/or technical changes by the Department of City Development and the addition to the Memorandum document of a statement that “[w]hile recognizing the Caution regarding forward-looking statements in Part I thereof, the United States Securities and Exchange Commission Form 10-K Annual Report for the fiscal year ended July 31, 2019, for and submitted by Copart, Inc. on or about September 30, 2019, provides in part at p. 11: “[I]n the salvage vehicle remarketing industry, large numbers of wrecked vehicles are stored at storage facilities and during that time, spills of fuel, motor oil and other fluids may occur, resulting in soil, surface water or groundwater contamination.” Upon consideration of all of the information provided and reviewed, and considering the proposed use of the property, and that nearly half of the Lot 2 of the proposed certified survey map to be used for the proposed use storage of vehicles, is required to be protected by a conservation easement for a natural resources feature wetland, immediately adjacent to the proposed use, and the review and consideration of the application of the Wisconsin Statutes, Municipal Code and Wisconsin caselaw set forth below, and as emphasized therein, the Common Council hereby denies the Certified Survey Map Application because the proposed use does not promote the health, safety and welfare of the City and

the Community, is inconsistent with the character of the municipality, potentially would not protect or enhance the area and beyond natural resources features, and would not serve the encouragement of or be the most appropriate use of land in the proposed development area and throughout the municipality. The Common Council hereby denies the Certified Survey Map Application because the proposed use potential runoff off of potential oils and such drainage from damaged motor vehicles does not comply with §15-3.1106A. General Water Quality Standards of the Unified Development Ordinance. The Common Council hereby denies the Certified Survey Map Application because the proposed cul-de-sac does not comply with §15-5.0103A.1. Length, of the Unified Development Ordinance. The foregoing determinations are in addition to and in combination with the application of the provisions of law set forth below. [The 11 page Memorandum as adopted and approved is available for review in the City Clerk's Office.] Seconded by Alderman Barber. On roll call, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Dandrea voted No. Motion carried.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting at 9:30 p.m. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

| | | |
|--|---|---|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 7/07/2020 |
| REPORTS AND RECOMMENDATIONS | Request Common Council approval to allow the Fire Department to dispose of decommissioned pumper (engine), two decommissioned ambulance chassis, and three obsolete Stryker power cots | ITEM NUMBER <i>G.1.(a)</i> |

The Fire Department is seeking council approval to dispose of a decommissioned pumper apparatus and two decommissioned ambulances, along with three Stryker Power Cots that have become obsolete.

The pumper is a 1999 Pierce responder that was replaced on schedule by the Seagrave Marauder pumper that was purchased in 2019. The engine has nearly 3,000 operating hours, and is increasingly unreliable electrically and mechanically and is of limited value as a reserve apparatus (the department intends to retain the current Engine 112 as a reserve if replaced on schedule in 2022).

The two ambulances are a 2008 Ford F-450 with approximately 116,000 miles that had been serving as the department's dive/rescue squad; and a 2009 E-450 with approximately 106,000 miles that had been a reserve ambulance.

The three Stryker Power Cots are 12-13 years old. They are functional and likely have some resale value, but they are unable to be upgraded in order to be compatible with the automatic loading system in the department's newer ambulances.

The Fire Department proposes selling the items on the online auction site wisconsinsurpluss.com, with any funds recovered being credited to the Equipment Replacement (vehicles) and Capital Outlay Fund (cots). Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department request to dispose of decommissioned fire apparatus, two decommissioned ambulance chassis, and three obsolete power cots, with any recouped funds returned to the Equipment Replacement Fund and/or General Fund.

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| APPROVAL <i>slw PR</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE July 7, 2020 |
| REPORTS & RECOMMENDATIONS | Report on Expenditures related to the COVID-19 Public Health Emergency thru July 1, 2020 | ITEM NUMBER <i>G.I. (6)</i> |

Background

On March 17, 2020 the Common Council authorized spending up to \$250,000 in response to the COVID-19 Public Health Emergency.

Thru July 1, 2020, the City has spent \$132,369 (up from \$131,955 two weeks earlier) of Labor funds, \$49,889 (up from \$46,557 two weeks earlier) in operating costs (principally \$20,000 in extra postage for elections and other mailings), and \$17,183 on equipment. Details of the expenditures are:

| | June 11 | July 1 |
|-----------------|---------|--------|
| Elections | 13,878 | 13,878 |
| Info Systems | 3,678 | 3,901 |
| Admin – postage | 10,000 | 10,000 |
| Finance | 128 | 128 |
| Muni Buildings | 1,793 | 2,270 |
| Police | 2,652 | 4,904 |
| Fire | 6,532 | 6,532 |
| Highway | 5,645 | 6,026 |
| Parks | 2,251 | 2,251 |
| Total | 46,557 | 49,889 |

Total expenditures and encumbrances are \$199,441 (up from \$185,195 on June 11).

The DRAFT 'Road to Recovery' claim (WI's administration of the Federal Public Health Emergency relief funding) for qualifying expenditures thru June 30 totaled \$138,318 including overtime, purchase of personal protection equipment & supplies, and equipment to address the pandemic.

The State has notified the Health Department of an additional \$300,000 Grant for health related expenditures. Another agenda item will consider a temporary help contract for contact tracing, which would be funded by this grant.

In addition, it appears that certain city resources are going to be negatively impacted, specifically, ambulance revenues are down \$128,000 from a year ago at the end of May, hotel tax receipts were 30% (\$21,500) below Q1 2019 for Q1 2020, as the major hotels have been effectively shut down, investment income on reduced interest rates (estimated to reduce annual revenues by \$80,000), the school liaison officer – approximately \$22,000 (with the school closed – the officer was not needed), and landfill siting revenues. These amounts total \$251,000 so far. It is too early to understand the total revenue shortfalls, but clearly there will be some sizable amounts.

COUNCIL ACTION REQUESTED

Information Only – no action requested.

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 7/07/2020 |
| REPORTS & RECOMMENDATIONS | Authorization to Participate in the Wisconsin Elections Commission (WEC) Coronavirus Aid, Relief and Economic Security (CARES) Act Subgrant Program | ITEM NUMBER <i>G. I. (c)</i> |

Attached is the announcement from the Wisconsin Elections Commission regarding the CARES Subgrant Program for pandemic-related expenditures for the 2020 elections. Based upon the number of registered voters in the City as of June 1, 2020, Franklin will receive approximately \$24,400. These funds are to be used in any of seven categories outlined in the Subgrant Agreement, Terms and Certification, which is also attached.

COUNCIL ACTION REQUESTED

Motion to approve participation in the Wisconsin Elections Commission (WEC) Coronavirus Aid, Relief and Economic Security (CARES) Act Subgrant Program and authorize execution of the Agreement, Terms and Certification.



Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P O Box 7984 | Madison WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: June 17, 2020

TO: Wisconsin Municipal Clerks
City of Milwaukee Election Commission
Wisconsin County Clerks
Milwaukee County Election Commission

FROM: Meagan Wolfe
Administrator

SUBJECT: WEC CARES Subgrant Program Announcement

1. **SUMMARY.** Under the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Wisconsin Elections Commission (WEC) was awarded funds on April 6th to help “prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” The WEC produced a plan to distribute a majority of these funds to municipalities through the WEC CARES Subgrant program to help them prepare for the remainder of the 2020 election year.
2. **PROGRAM DESCRIPTION.** The Elections Commission authorized a \$4.1 million WEC CARES subgrant program for municipalities to offset pandemic-related elections costs. The approved WEC CARES Subgrant program provides a \$200 base amount plus an additional \$1.10/per registered voter. This means that if a municipality has 100 registered voters, the municipality will receive the base \$200 plus \$1.10/per those 100 registered voters. That total amount the municipality would receive is \$310.00.
3. **AUTHORIZED USES.** The WEC CARES Subgrant is for pandemic-related expenditures for the 2020 elections. The following are the allowable uses under the WEC CARES Subgrant:
 - (1) **ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS** for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than \$5000 per unit.
 - (2) **ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT** including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers’ virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.
 - (3) **ADDITIONAL STAFFING** for processing of higher levels of absentee ballot requests and absentee ballot tabulation, resulting in expanded hours, overtime, and associated benefits costs

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Administrator
Meagan Wolfe

for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.

- (4) **ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION** of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.
 - (5) **ADDITIONAL ABSENTEE DROP-BOXES**, installation, and security.
 - (6) **ADDITIONAL SPACE LEASING** for new polling places when existing sites are closed or relocated due to the pandemic.
 - (7) **ACQUISITION OF ADDITIONAL EQUIPMENT** necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than \$5000 per unit. Equipment costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the Code of Federal Regulations, Title 2 section 200.33. (2 CFR § 200.33))
4. **DOCUMENTATION & REPORTING.** Municipalities are asked to document all election pandemic-related expenses from January 20, 2020 to November 30, 2020 that fall under the seven categories above. These expenses can be tracked on the WEC CARES Expenditure Tracking template that will be provided by WEC Staff. Documentation includes anything that provides information on the purchase, such as receipts, invoices, payroll reports, etc. and explanations and justifications of how claimed expenditures qualify as pandemic related.

There will be a required check-in for municipalities between the August and November elections due on September 15, 2020. For this check-in, the WEC financial staff requires all municipalities that accepted funds to return a copy of the WEC CARES Expenditures Reporting template to elections.finance@wi.gov. This report will cover all claimed expenses under the four above categories from January 20th, 2020 to September 1st, 2020. The check-in report is to help clerks receive any guidance or ask any questions as it will relates to the final report due December 1st, 2020. WEC staff wants to ensure that clerks feel comfortable tracking expenditures and with the reporting requirements before the final deadline.

The final report due to the WEC will consist of an updated and complete WEC CARES Expenditures Reporting template from the September 15th check-in. The completed report will cover the entire January 20th, 2020 to November 30th, 2020 time period and is due December 1, 2020. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. Only the completed WEC CARES Expenditure Report template needs to be submitted; all receipts, invoices, and other documentation should not be submitted but must be maintained on file until December 30th, 2024.

5. **WHAT IF I NEED SOMETHING ELSE?** The WEC CARES Subgrant is a one-time subgrant award to help offset the additional costs that have been and will be incurred as they prepare for elections impacted by the COVID-19 pandemic. Please note that the State of Wisconsin will supply municipalities with cleaning supplies and protective equipment ahead of the August and November elections. If municipalities still have election related costs in those categories, those can be submitted to FEMA or Routes to Recovery for further reimbursement. As well, we have worked with the Department of Administration to understand their Routes to Recovery subgrant to ensure our subgrant compliments theirs and provides municipalities with the maximum access to available funds. Our recommendation is to focus your WEC CARES Subgrant funds toward preparing for the August and November elections as these are funds received immediately after the signed WEC CARES Agreement has been received by the WEC. As well, the WEC CARES Subgrant will cover all election-related pandemic expenditures until November 30, 2020, even if they have not been paid out by December 1, 2020. Per DOA guidance, the Routes to Recovery Grant will be a reimbursement of expenses already paid through October 30, 2020. For further information on the Routes to Recovery grant please go to <https://doa.wi.gov/Pages/LocalGovtsGrants/COVID-Grants.aspx>.
6. **HOW DO JURISDICTIONS APPLY?** Clerks must read, sign, and return the WEC CARES Subgrant Agreement and Certification form to elections.finance@wi.gov. These agreements need to be returned to WEC no later than September 1st, 2020. Subgrant awards will be issued as signed agreements are received. If you require a paper agreement be mailed to you, please contact the WEC Helpdesk at (608)261-2028.
7. **IMPORTANT DATES?** Below is a table of the important deadlines to remember:
- | Date | Description |
|--------------------|---|
| January 20, 2020 | Reporting period begins |
| September 1, 2020 | Deadline for agreement |
| September 15, 2020 | Check-In Due to WEC |
| November 30, 2020 | Reporting Period Ends |
| December 1, 2020 | Final WEC CARES Expenditure Report Due to WEC |
8. **QUESTIONS?** If you have any questions or concerns please email the WEC Financial Team at elections.finance@wi.gov or call the WEC Helpdesk at (608)261-2028.

WEC CARES FAQs

1. How has the subgrant changed since the webinar?

The only change that has occurred for the WEC CARES Subgrant program is that clerks no longer need to document expenses outside what they receive for the subgrant award. Clerks will only need to document those expenses they are using the subgrant towards. Municipalities are then free to submit their other pandemic-related expenditures to other subgrant/reimbursement programs, for any expenditures that are not already being claimed under this subgrant.

2. Where did we come up with the \$1.10? If it is due to postage, why are they not receiving the funds for both future elections to cover both sets of postage costs?

We had originally conceived of and presented to the Commission a \$2.6M postage-based subgrant that would allocate funds based on a \$1.10/per registered voters * % expected turnout * % expected by-mail absentee requests for the August and November elections. However, this current \$4.1M subgrant expands the amount awarded because it is 100% of \$1.10 for each registered voter, not then lowered by expected turnout percentage and again by expected percentage of those being absentee.

This increased subgrant program, up \$1.5M since the postage-based iteration, should allow municipalities to supplement both absentee and in-person voting pandemic-related costs.

3. Can this money only be used for the August and November elections?

No, these can be used towards all 2020 elections for pandemic related expenses. At this time though, none of us are sure what the August and November elections will look like, and we recommend ensuring you are prepared for them before using the funds for past expenses.

4. If we believe the subgrant funds won't cover the extra expenses for the next two elections, is there a possibility of additional funds?

This is the only opportunity that the Commission has approved for CARES federal funds to be distributed to municipalities. For extra expenses outside the WEC CARES allocation, please research the FEMA and Routes to Recovery Grants as they will also assist with election-related expenses incurred due to the Pandemic.

5. Can counties receive funds? If not, what is a good response for the Provider/Relier relationship we want explained.

No, counties are not eligible to receive the WEC CARES Subgrant as it is a municipality based program.

6. What type of equipment/supplies are covered?

Equipment that is necessary to process the higher volume of absentee ballots is allowable. This could include new Dymo and regular printers, automated letter opening equipment, high speed or central count tabulators, and necessary additional laptops and mobile IT equipment.

Equipment costs equal or greater than \$5000 per unit should be tracked under the "Equipment"; unit costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies.

Plexiglass/Sneeze guards and thermometers for use in the elections as protection against the pandemic are all allowable and would be categorized under Cleaning/PPE.

7. Do we need to provide additional proof of purchases to WEC with the WEC CARES Expenditure Report?

No. (Please don't.) But you are required to have documentation for all reported expenditures and to retain this documentation until December 31, 2024, in case of audit.

8. What staffing expenses can be covered? Would only additional needed staff be covered, outside the usual number scheduled to a polling place?

Additional election expenditures due to the pandemic are all allowable. Additional staffing for the processing of higher levels of absentee ballot requests and absentee ballot tabulation, as overtime and benefits costs for election staff and poll workers or temporary election staff or poll workers as well as hazard pay (within reason) are allowable.

All staffing expenditures being claimed must have documentation that justifies how that expenditure is additional and due to the pandemic. That documentation might include a comparison to the presidential elections in 2018 for the number of absentee ballot requests and processing or staffing time and/or documentation of time spent on pandemic-specific tasks such as cleaning polling places, setting up social distancing, and other additional safety measures.

9. In order to appropriately plan the use of funds, do we know what supplies and when they will be provided by WEC again through the \$500,000 commission approved? Do we know anything about NG Troops coming in to assist again?

The Commission approved \$550,000 for WEC to procure and disseminate sanitation supplies to municipalities for the August and November elections. We expect the supplies will be similar to what was previously received (sanitizer, spray bottles, isopropyl wipes, surgical masks, gloves, pens, painters tape, signage). Once again, WEC staff intends to coordinate this effort through the county clerks. They should be expecting a communication from us soon asking them to reach out to their municipalities to gauge the amount of supplies each municipality will need. Please respond to your county clerks timely and remember to take in

to account the number of polling places you will have open (and the number of poll workers) to accurately order supplies, especially the PPE (masks & gloves). WEC staff will work with the State Emergency Operations Center to procure and disseminate supplies to county clerk offices by the end of July. We hope that having the supplies in advance will help better prepare.

As it relates to the assistance of National Guard Servicemembers for August and November, please do solely rely on this option. While we have been able to get approval from the Governor and the Adjutant General for assistance during the April and May elections, WEC staff encourages clerks to continue to solicit volunteers through your communities. While none of know what the rest of the year will look like as it relates to Coronavirus, we will continue to monitor the need for poll workers as we approach each of the elections. Should a serious need arise, it is possible for WEC staff to request assistance from the National Guard, but please remember that we do not have any control over whether the request will be approved, and if it is approved, how many servicemembers will actually be available to assist with the mission.



Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P O Box 7984 | Madison WI 53707 7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

2020 HAVA CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) SUBGRANT PROGRAM

WEC CARES SUBGRANT AGREEMENT, TERMS AND CERTIFICATION

The purpose of this agreement is to certify that my jurisdiction will use the CARES Subgrant funds solely for costs incurred due to the pandemic affecting the 2020 federal elections and in accordance with the Code of Federal Regulations (CFR) Title 2, and the Wisconsin Election Commission's (the Commission's) documentation retention and reporting requirements.

I. ALLOWABLE USES

Purpose and Use of Funds. The CARES Act makes clear that grant funds are for ADDITIONAL costs associated with the national emergency related to coronavirus and are to be spent *"to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle"* Additional costs are those incurred outside of the jurisdiction's budgeted costs for the 2020 federal elections or those costs that are solely incurred due to the pandemic. For the purpose of this subgrant, those allowable uses span the period **January 20, 2020 through November 30, 2020** and include the seven following categories:

1. **ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS** for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than \$5000 per unit.
2. **ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT** including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers' virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.
3. **ADDITIONAL STAFFING FOR PROCESSING** of higher levels of absentee ballot requests and absentee ballot tabulation, as expanded hours, overtime, Hazard Pay and associated benefits costs for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.
4. **ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION** of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.

Wisconsin Elections Commissioners

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Administrator
Meagan Wolfe

5. ADDITIONAL ABSENTEE DROP-BOXES, installation, and security.
6. ADDITIONAL SPACE LEASING for new polling places when existing sites are closed or relocated due to the pandemic.
7. ACQUISITION OF ADDITIONAL EQUIPMENT necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than \$5000 per unit. Equipment costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the below referenced CFR sections.)
Per the Code of Federal Regulations, Title 2 (2 CFR) §200.33:
"Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000 See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200 89 Special purpose equipment, and 200 94 Supplies."

II. DOCUMENTATION, AUDIT, AND REPORTING

DOCUMENTATION: The receiving jurisdiction must maintain all documentation of purchases made using subgrant funds provided by this subgrant until December 31, 2024. Documentation includes receipts, invoices, payroll reports, etc. and notations to document that claimed expenditures are due to the pandemic.

A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes destruction of said records.

AUDIT: All subgrant funds are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws.

Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a municipality under the subgrant, the municipality shall repay the amount of the subgrant to the Commission.

REPORTING: September 15, 2020 and December 1, 2020. A Check-In is due September 15, 2020 that covers the period of January 20, 2020 – September 1, 2020. The final report is due December 1, 2020, covering January 20, 2020 – November 30, 2020. By those two deadlines, all receiving jurisdictions must complete and submit to the Commission the WEC CARES Subgrant Expenditures Reporting template for the corresponding period reporting the total pandemic-related election expenditures claimed in the seven categories listed below and detailed above:

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

1. **Ballots/Ballot Supplies/Printing/Postage**
2. **Cleaning Supplies & Services / Protective Equipment**
3. **Additional Staffing**
4. **Public Communications**
5. **Absentee Ballot Drop-Boxes**
6. **Additional Leasing**
7. **Equipment**

III. TIMELINES

- **EXPENDITURE PERIOD:** January 20, 2020 – November 30, 2020. Allowable expenses must have been incurred between January 20, 2020 through November 30, 2020. All bills/invoices do NOT have to be paid by November 30, 2020, but the expenses need to be incurred by that date to qualify under the subgrant.
- **SUBGRANT AGREEMENT RETURN DEADLINE:** September 1, 2020. The Commission will expedite the disbursement of funds as the agreements are received. Commission staff will award subgrants as a \$200 base subgrant plus an additional \$1.10 per registered voter as of June 1, 2020. Subgrant allocation is within the sole discretion of the Commission staff administering the subgrant program. Subgrant funds may be received through electronic transfer to a jurisdiction's shared revenues account (if available) or a physical check may be sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission's financial team via the WEC Help Desk at (608) 261-2028 or elections.finance@wi.gov
- **PANDEMIC EXPENDITURE REPORTING DEADLINES:** Check-In September 15, 2020 and Final Report December 1, 2020. The jurisdiction's final report of all sufficiently documented pandemic expenditures in the seven categories listed in Section II of this agreement, is due December 1, 2020. This deadline allows the Commission's financial staff to meet its federal grant reporting deadlines, therefore it is important for jurisdictions to file the final expenditure report on time. The Commission will provide to participating jurisdictions a template report, and the jurisdiction will fill in the seven total expenditure amounts for the seven categories in Section II of this agreement. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. The same report is to be used for the September 15, 2020 Check-In but covering the period of January 20, 2020 – September 1, 2020.
- **RETURN OF UNUSED FUNDS:** December 15, 2020. Jurisdictions must return any unused subgrant funds by December 15, 2020. Also, if a jurisdiction fails to submit a Pandemic Expenditure Report by December 1, 2020, the jurisdiction may be required to return all subgrant funds received.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

–
Administrator
Meagan Wolfe

IV. CERTIFICATIONS

Federal and State law require jurisdictions receiving subgrants to certify that they will comply with the terms of the subgrant. By signing and returning this agreement, your jurisdiction certifies the following:

- As the receiving jurisdiction, we certify that we will solely use the WEC CARES Subgrant funds for costs incurred due to the pandemic affecting the 2020 federal elections.
- As the receiving jurisdiction, we certify that we do or will have the necessary processes and systems in place to comply with the reporting requirements.
- As the receiving jurisdiction, we will maintain all documentation of purchases made using subgrant funds provided in this subgrant until December 31, 2024.
- As the receiving jurisdiction, we will return any unused funds by December 15, 2020.
- As the receiving jurisdiction, by September 15, 2020 and December 1, 2020 we will submit to the Commission a simple report of the total expenditures in the seven categories detailed above: 1. Ballots/Ballot Supplies/Printing/Postage, 2. Cleaning/PPE, 3. Staffing, 4. Public Communications, 5. Absentee Ballot Drop-Boxes, 6. Space Leasing/Polling Place Relocation, and 7. Equipment.
- As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2019/>)

V. SIGNATURE

Please enter your name and the date of certification below to certify the above and *return via your official email* address to elections.finance@wi.gov.

Receiving Jurisdiction's Name and County Franklin, Milwaukee County

Signature _____ Date 7/08/2020
Stephen R. Olson, Mayor

Signature _____ Date 7/08/2020
Sandra L. Wesolowski, Director of Clerk Services/City Clerk

Signature _____ Date _____
Paul A. Rotzenberg, Director of Finance & Treasurer

Approved as to form:

Jesse A. Wesolowski, City Attorney

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 07/07/2020 |
| Reports and Recommendations | Motion to allow the Director of Health and Human Services to accept the CARES Act funding for disease investigation, increased testing capacity, and pandemic response plans. | ITEM NUMBER <i>G.1.(d)</i> |

Background: The Wisconsin Division of Health Services received federal grant dollars from the CARES Act to be distributed to local health departments to aid in COVID-19 pandemic response. Four grants were awarded to the Franklin Health Department (FHD) totaling \$427,341.

- Control of Emerging Infectious Disease (\$16,300)
- COVID-19 Test Coordination (\$73,600)
- COVID-19 Pandemic Planning (\$30,000)
- COVID-19 Contact Tracing (\$307,441)

Analysis: The purpose of this funding is to assist the local health departments continue their response to the COVID-19 pandemic. Funding for controlling emerging infectious disease is necessary to maintain proper protective measures and includes funding for health department personal protective equipment, staff time in pandemic response, and any additional COVID-19 supplies or equipment needs. FHD plans to partner with other health departments within our emergency preparedness zone (Greenfield, Greendale, and Hales Corners) and work with our healthcare system partners to improve access to COVID-19 testing in the southwestern corner of Milwaukee County. Increased testing will assist in determining disease burden in Franklin and drive our infection control efforts. FHD will work with other City departments and regional health departments to revise the current pandemic plans to ensure future pandemic planning includes infection control measures for new/novel diseases. Contact tracing is the most important step in controlling the spread of COVID-19, funding has been allocated to local health departments to increase staffing levels to assist in the investigation of those who test positive and to help locate and provide education to their close contacts. Contact tracing funding is available to hire additional staff as well as provide any additional equipment needed for those staff to perform their roles within the health department. FHD is requesting assistance through a temp agency, MAXIM Healthcare Solutions to fill this staffing void.

Fiscal Note: Without the additional grant funds above, it will be difficult to continue our COVID-19 response at the level we've been at for the last four months while also providing other public health needs within the Franklin community.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the acceptance of the CARES Act funding for disease investigation, increased testing capacity, and pandemic response plans.



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
FRANKLIN HD
for
2020 DPH Consolidated Contract

DPH Contract No.: 43570-2

Agreement Amount: \$427,341

Agreement Term Period: **10/1/2019- 9/30/2021**

CARS Pre-Packet No: 16423

DHS Division: **Division of Public Health**

DHS Grant Administrator: **Chuck Warzecha**

DHS Telephone: **608-266-9780**

DHS Email: **Charles.Warzecha@dhs.wisconsin.gov**

Grantee Grant Administrator: Ms Courtney Day

Grantee Address: 9229 W LOOMIS RD, FRANKLIN, WI,
53132

Grantee Email: cday@franklinwi.gov

Modification Description:

We are adding funding for ELC CARES COVID19 (Profile 155802), CARES COVID19 Local Testing Coordination (Profile 155803), CARES COVID19 Preparedness Pandemic Planning (Profile 155804) and CARES COVID19 Contact Tracing (Profile 155805). Attachments include:

- Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) CARES Act Funding – Profile 155802
- CARES Act Certification
- Wisconsin State Funding Opportunities for Local and Tribal Health Departments – CARES Act Funding
- Wisconsin State Funding Opportunities for Local and Tribal Health Departments – L/THD Survey Selections

Final reports are due 45 days from the end of the designated contract period for the included profiles.

Additionally, according to updated guidance from the CDC, Immunization funding on Profile 155020 can be used to support COVID19 response activities, including staff time for case response, contact tracing, and providing education and communication to stakeholders, as well as activities related to working with health care providers and their own clinic to resume or increase vaccine delivery in their jurisdiction in a safe manner, as feasible given the current, local conditions.

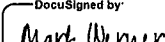
This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS

**State of Wisconsin
Department of Health Services**

Authorized Representative

Name: Mark Werner

Title: Acting Administrator - Division of Public Health

Signature: 

Date: 6/8/2020

Grantee

Entity Name: Franklin Health Department

Authorized Representative

Name: Courtney Day

Title: Director of Health & Human Services

Signature: 

Date: 6/8/2020

DocuSigned by

ASFD8771F7CF4B8.

6/8/2020

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

DHS CARS STAFF INTERNAL USE ONLY
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 | 160 | 2/1/2020 | 9/30/2021 | \$427,341 | |
| Profile ID# | Profile Name | Profile Note | Profile Current Amount | Profile Change Amount | Profile Total Amount | Funding Controls |
| 155802 | ELC CARES - COVID19 | | - | \$16,300 | \$16,300 | N/A |
| | | | | | | |

DHS CARS STAFF INTERNAL USE ONLY**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

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|----------|-------------|-------------|--------------------------|------------------------|-------------------------|
| Agency # | Agency Name | Agency Type | CARS Contract Start Date | CARS Contract End Date | Program Total Contract. |
| 472787 | FRANKLIN HD | 060 | 3/1/2020 | 12/31/2020 | \$427,341 |

| Profile ID# | Profile Name | Profile Note | Profile Current Amount | Profile Change Amount | Profile Total Amount | Funding Controls |
|-------------|--------------------------------|--------------|------------------------|-----------------------|----------------------|------------------|
| 155803 | CARES COVID19 TEST COORD | | - | \$73,600 | \$73,600 | N/A |
| 155804 | CARES COVID19 PLAN | | - | \$30,000 | \$30,000 | N/A |
| 155805 | COVID19 CONTACT TRACING | | - | \$307,441 | \$307,441 | N/A |
| | | | | | \$427,341 | |

FEDERAL AWARD INFORMATION

| | | | | |
|--|--|----------------------------|----------------------------|----------------------------|
| DHS Profile Number | 155802 | 155803 | 155804 | 155805 |
| FAIN | NU50CK000534 | Not available | Not available | Not available |
| Federal Award Date | 4/23/2020 | Not available | Not available | Not available |
| Sub-award period of Performance Start Date | 2/1/2020 | 3/1/2020 | 3/1/2020 | 3/1/2020 |
| Sub-award period of Performance End Date | 9/30/2021 | 12/31/2020 | 12/31/2020 | 12/31/2020 |
| Amount of Federal Funds obligated (committed) by this action | \$16,300 | \$73,600 | \$30,000 | \$307,441 |
| Total Amount of Federal Funds obligated (committed) | \$16,300 | \$73,600 | \$30,000 | \$307,441 |
| Federal Award Project Description | Wisconsin's Application for the 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Cooperative Agreement | Coronavirus Relief Fund | Coronavirus Relief Fund | Coronavirus Relief Fund |
| Federal Awarding Agency Name (Department) | DEPARTMENT OF HEALTH AND HUMAN SERVICES | Department of the Treasury | Department of the Treasury | Department of the Treasury |
| DHS Awarding Official Name | Julie A Willems Van Dijk | Julie A Willems Van Dijk | Julie A Willems Van Dijk | Julie A Willems Van Dijk |
| DHS Awarding Official Contact Information | 608-266-9622 | 608-266-9622 | 608-266-9622 | 608-266-9622 |
| CFDA Number | 93 323 | 21 019 | 21 019 | 21.019 |
| CFDA Name | Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) | Coronavirus Relief Fund | Coronavirus Relief Fund | Coronavirus Relief Fund |
| Total made available under each Federal award at the time of disbursement | \$11,333,547 | Not available | Not available | Not available |
| R&D? | No | No | No | No |
| Indirect Cost Rate | 0 065 | 0 065 | 0 065 | 0.065 |

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE July 7, 2020 |
| REPORTS AND RECOMMENDATIONS | A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring A Public Health Emergency In Response To The Coronavirus Disease 2019 (Covid-19), As Amended, to Extend the Time Period of the Public Health Emergency for Forty (40) Days | ITEM NUMBER <i>G. 2.</i> |

A copy of the above-entitled Resolution is annexed hereto.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution to Amend A Resolution in Ratification of A Proclamation Declaring A Public Health Emergency In Response To The Coronavirus Disease 2019 (Covid-19), As Amended, to Extend the Time Period of the Public Health Emergency for Forty (40) Days.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 7/1/20

RESOLUTION NO. 2020-_____

A RESOLUTION TO AMEND A RESOLUTION IN RATIFICATION OF A
PROCLAMATION DECLARING A PUBLIC HEALTH EMERGENCY
IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19), AS AMENDED, TO
EXTEND THE TIME PERIOD OF THE PUBLIC HEALTH EMERGENCY FOR
FORTY (40) DAYS

WHEREAS, the Mayor issued a Proclamation Declaring a Public Health Emergency on March 16, 2020, which was ratified and confirmed by the Common Council by Resolution No. 2020-7605 on March 17, 2020, as amended by the Common Council by Resolution No. 2020-7609 on March 24, 2020, Resolution No. 2020-7615 on April 21, 2020, and by Resolution No. 2020-7628 on May 28, 2020; and

WHEREAS, while recognizing that Wisconsin Department of Health Services issued Emergency Orders and COVID-19 Public Health Plan for Milwaukee County Order #1 are no longer in effect, the Common Council substantially recognizes that a Public Health Emergency continues to exist; and

WHEREAS, under this continuing Public Health Emergency, the Common Council strongly urges all to follow the public health recommendations and guidelines of the Franklin Health Department, the Wisconsin Department of Health Services, the World Health Organization, the United States Department of Health and Human Services and the Centers for Disease Control and Prevention.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the March 16, 2020 Proclamation Declaring a Public Health Emergency, and Resolution No. 2020-7605 adopted by the Common Council on March 17, 2020 incorporating same, as amended by the Common Council by Resolution No. 2020-7609 on March 24, 2020, Resolution No. 2020-7615 adopted by the Common Council on April 21, 2020, and by Resolution No. 2020-7628 adopted by the Common Council on May 28, 2020, be and the same is hereby amended to provide and declare that the duration of the Public Health Emergency is hereby extended for forty (40) days from the date hereof, to August 16, 2020 at 11:59 p.m., subject to any future amendments by way of Proclamation or Resolution as may be declared or adopted by the Mayor and/or the Common Council, respectively.

BE IT FURTHER RESOLVED, that all of the Declarations and Resolveds in the aforesaid Proclamation and Resolutions, not pertaining to the time of duration of the Public Health Emergency as amended hereunder, shall remain in full force and effect.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

RESOLUTION NO. 2020-____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE July 7, 2020 |
| Reports and Recommendations | Authorization to Execute Contract with Maxim Healthcare Staffing Services, Inc for COVID-19 Case Follow-Up and Contact Tracing | ITEM NUMBER G. 3. |

Background: Since March 14, 2020, Franklin Health Department (FHD) has devoted nearly all of its time to conduct surveillance, follow-up, and tracing for cases of COVID-19 in the Franklin community. As case numbers continue to mount, there is also a need for FHD staff to return to many of our day to day public health roles to continue to make sure all of Franklin is healthy and safe. FHD received up to \$307,000 from the Wisconsin Department of Health Services as a part of the federal CARES Act funding to equip and hire additional staff to aid in the task of our continued COVID-19 response until the end of 2020.

Analysis: The typical investigative time for a newly diagnosed case of COVID-19 is approximately 4 hours. Following a close contact for a case requires approximately 6-8 hours and each confirmed case usually has between 4-10 contacts. Having additional staff dedicated to COVID-19 response allows FHD to continue to follow-up on all cases and contacts within 24-48 hours as required by statute, but also allows staff to return to day to day operations of the health department including immunization clinic, car seat checks, inspections, human health hazard follow-up, etc.

Options:

1. Allow the authorization of the contract with Maxim Healthcare Staffing Services, Inc. for contact tracing services.
2. Deny the request for authorization of the contract.
3. Table the request for a later time.

Recommendation: The Director of Health and Human Services recommends the authorization to execute a contract with Maxim Healthcare Staffing Solutions, Inc to provide COVID-19 contact tracing services.

Fiscal Note: All equipment and wages for the individuals hired from Maxim Healthcare Staffing Services, Inc will be paid through CARES Act funding and will not impact the City of Franklin's budget.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services recommends the authorization to execute a contract with Maxim Healthcare Staffing Solutions, Inc to provide COVID-19 contact tracing services.



TRACER MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with the Riders hereto, this "Agreement") is entered into this 3rd day of June 2020 ("Effective Date"), by and between Franklin Health Department, with offices located at 9229 W Loomis Road, Franklin WI 53132 ("CLIENT"), and **Maxim Healthcare Staffing Services, Inc.**, with offices located at 7221 Lee DeForest Drive, Columbia, MD 21046, ("MAXIM") CLIENT and MAXIM are sometimes referred to collectively herein as the "Parties" and individually as a "Party "

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree to the following terms and conditions of this Agreement and the attached Rider(s). CLIENT and MAXIM agree that any Rider(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Rider(s), the terms of the Rider(s) will govern.

ARTICLE 1. TERM OF AGREEMENT

1.1 Term. This Agreement shall be in effect from July 1st, 2020 – December 31, 2020 (the "Initial Term"). At the end of the Initial Term, the Agreement shall automatically be renewed for successive one (1) year terms unless either party terminates in accordance with Section 1.2.

1.2 Termination of the Agreement. Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other Party. Either Party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other Party by providing written notice to other Party, however, the notice must describe in reasonable detail the nature of the alleged breach and provide for a cure period of at least five (5) days. Any termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination. Termination of the Agreement will also serve to terminate any applicable Riders.

1.3 Termination of Riders. Either party may terminate any Rider(s) attached hereto at any time without cause by providing the other party with thirty (30) days' advanced written notice.

ARTICLE 2. RESPONSIBILITIES MAXIM

2.1 Services. MAXIM will, upon request by CLIENT, provide one or more licensed or unlicensed healthcare providers (collectively, "Personnel") as specified by CLIENT to provide off-site, remote healthcare Tracer services to CLIENT, subject to availability of qualified Personnel, to perform duties as stated herein and as more fully defined in the attached "Rider(s)".

2.2 Personnel. All Personnel provided by MAXIM shall be employees or contractors of MAXIM, and not of CLIENT. MAXIM'S duty to supply Personnel on request of CLIENT is subject to the availability of qualified MAXIM Personnel. Subject to the availability of Personnel, to the extent that MAXIM is unable to provide the type of healthcare provider requested by CLIENT, MAXIM will provide CLIENT with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate. All Personnel must possess current state license/registration and/or certification as required for the position being recruited, possess a preferred one year of professional experience, and complete standard OSHA and HIPPA training from MAXIM.

2.3 Insurance. MAXIM will maintain (at its sole expense), or require the Personnel it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions of Personnel occurring in connection with the provision of Services under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by CLIENT. MAXIM further agrees to maintain, or to cause any subcontractor to maintain, any statutorily required worker's compensation insurance for all of its Personnel providing Services under this Agreement.

2.4 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable

mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance

2.5 Use of Independent Contractors and Subcontractors. Personnel provided to CLIENT are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may assign this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. In the interest of providing outreach and engagement services and assessment review, MAXIM may assign those portions of this Agreement, in whole or in part to a third party provider, which will be required to adhere to the terms of this Agreement.

ARTICLE 3. RESPONSIBILITIES OF CLIENT

3.1 Responsibility for Tracer(s). CLIENT retains full authority and responsibility for directing the Tracer and/or Remote Service(s), as applicable. Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and any other applicable federal or state law and guidelines, Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 1.7, and compliance with Section 1.9 and Section, including that those Sections shall comply with this Section's referenced laws. Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by CLIENT and MAXIM. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

3.2 Insurance. CLIENT will maintain at its sole expense valid policies of general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. CLIENT will give MAXIM prompt written notice of any material change in CLIENT coverage.

3.3 Work Environment. If Service(s) are provided on-site, CLIENT will provide a clean and properly maintained workspace for MAXIM that will enable MAXIM to safely provide Services. CLIENT will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by CLIENT. MAXIM will assume no responsibility or liability for crowd control and security at Tracer(s).

3.4 Supplies. CLIENT shall furnish MAXIM Personnel all tools, office supplies, equipment, supplies, software/hardware, and materials, including, without limitation electronic/mobile devices, which will be needed by MAXIM Personnel to perform their job duties ("Supplies"). These items are the property of the CLIENT and the use of these items are for work-related activity only and must conform to CLIENT and state policies and procedures. This does not include vehicle or any mode of transportation to and from job site. CLIENT shall provide a cellular phone. The use of a cellular phone is for work related activity only, for those jobs that require them in performing their job duties. CLIENT will provide these devices items at no cost to MAXIM or MAXIM Personnel. The cost for use of these any electronic/mobile devices for any purpose other than CLIENT business shall be billed to MAXIM for reimbursement. MAXIM Personnel shall be responsible for the safekeeping of these devices and shall pay for any damage or loss. CLIENT agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement.

3.5 Pending Credentialing Waiver(s). If CLIENT accepts MAXIM Personnel to begin work assignment(s) while any credentialing requirement(s) is/are pending, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with the credentialing result(s), or inability to perform credentialing, under this Agreement Acceptance of MAXIM Personnel for work assignment(s) constitutes Acceptance

3.6 Guarantee. CLIENT and MAXIM hereby agree that the FACILITY shall schedule MAXIM Personnel for a minimum of four (4) hours for an assignment shift. CLIENT acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training, and employing Personnel to provide Services to FACILITY, as well as recruiting challenges for identifying Personnel willing and able to work for less than above minimum shift requirement(s).

3.7 Staff Order Cancellation. If CLIENT cancels greater than fifty percent (50%) of an entire order less than seventy-two (72) hours prior to the start of a shift, MAXIM will bill CLIENT for one entire shift of hours scheduled at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

3.8 Right to Dismiss. CLIENT may request the dismissal of any MAXIM Personnel for any reason. CLIENT agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CLIENT shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

3.9 Orientation. CLIENT will promptly provide MAXIM Personnel with an adequate and timely orientation to the FACILITY and CLIENT's premises. CLIENT shall review instructions regarding confidentiality and orient MAXIM Personnel to any Exposure Control Plan of the CLIENT as it pertains to OSHA requirements for blood-borne pathogens, as well as any of CLIENT's specific policies and procedures provided to MAXIM for such purpose.

3.10 Incident Reports. CLIENT shall report to MAXIM any unexpected incident known to involve any Maxim Personnel (such as Personnel errors or other unanticipated event or injuries known or suspected to be attributable to Maxim Personnel, and any safety hazards known to be caused by or the result of Services provided by Personnel) if the incident may have an adverse impact on the CLIENT and/or MAXIM, in order to comply with MAXIM's incident tracking program. Incident Reports are not required for routine Services being performed by Maxim Personnel. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

4.1 Non-discrimination. Neither MAXIM nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by applicable law.

ARTICLE 5. COMPENSATION

5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Rider(s) to this Agreement. MAXIM will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week. Invoices shall be submitted to the address set forth in Section 6.4.

5.2 Payment. All amounts payable to MAXIM are due and payable within thirty (30) days from date of such invoice. CLIENT will send all payments to MAXIM at the address set forth of the invoice.

5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

5.4 Rate Changes. MAXIM will give CLIENT prompt notice of any change in rates, which will be mutually agreed upon in writing by both Parties.

ARTICLE 6. GENERAL TERMS

6.1 Independent Contractors. The Parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the Parties

6.2 Assignment. Subject to Section 2.5, no Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld, delayed or conditioned. No such consent will be required for assignment to an entity owned by or under common control with assignor, but the assignor shall provide assignee with prompt written notice of the assignment. In any event, the assigning Party will remain fully liable to the other Party under this Agreement.

6.3 Indemnification. Maxim agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of Maxim, its directors, officers, employees or agents under this agreement only. FACILITY agrees to indemnify and hold harmless Maxim, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be assessed against them by third parties in connection with the sole negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement. Nothing in this Agreement, including but not limited to the indemnification terms, or the acts of FACILITY shall in any way constitute a waiver by FACILITY, its agents, officers, and employees of any immunity, liability limitation, and limit on the amount recoverable or other protections available to FACILITY under Wisconsin Statutes, any other applicable statute or law.

6.4 Notices. Any notice or demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party in the manner specified herein.

Franklin Health Department
9229 W Loomis Road
Franklin, WI 53132
ATTN: City Clerk

Maxim Healthcare Staffing Services, Inc
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

6.5 Headings. The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

6.6 Entire Contract; Counterparts. This Agreement (including all Riders hereto) constitutes the entire contract between CLIENT and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties. The Parties acknowledge and agree that the execution and delivery of this Agreement by facsimile transmission shall be valid and binding.

6.7 Force Majeure. Neither MAXIM nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to forty-five (45) days due to any cause beyond the reasonable control of the non-performing Party, including but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control. If a Party's non-performance under this section extends for forty-five (45) days or longer, the Party affected by such non-performance may immediately terminate this Agreement by providing written notice thereof to the other Party.

6.8 Compliance with Laws. Both Parties agree that all Services provided pursuant to this Agreement shall be performed in compliance with applicable federal, state, or local rules and regulations.

6.9 Severability. In the event that one or more provision of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision, the remaining provisions will be deemed to continue in full force and effect.

6.10 Governing Law, Jurisdiction. This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

6.11 Limitation of Liability. Neither MAXIM nor CLIENT will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages.

6.12 Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought.

6.13 Attorneys' Fees. In the event either Party is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due, hereunder, each party is responsible for their own reasonable attorney's fees (including a reasonable hourly rate for the time expended by in-house counsel), court costs, and expenses, if any.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

7.1 Confidentiality.

A. MAXIM/CLIENT Information The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information Neither party nor its employees shall disclose any financial or medical information regarding Patient(s) treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by CLIENT, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

7.3 Data Security. CLIENT will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and

Agreement CLIENT will be responsible for providing all education and training to MAXIM Personnel as it relates to CLIENT's privacy and security processes, including, without limitation the CLIENT's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement CLIENT acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the CLIENT's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the CLIENT's technical environment Additionally, CLIENT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s)

CLIENT and MAXIM have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the Effective Date

Franklin Health Department

MAXIM HEALTHCARE STAFFING SERVICES,
INC

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Tracer Rider

Rider, ("Rider") is effective June 3rd 2020 by and between Maxim Healthcare Staffing Services, Inc ("MAXIM") and CLIENT and CLIENT on behalf of FACILITY

Rates. The following Rates shall apply

| Service | Hourly Rate |
|---|-------------|
| Contact Tracer | \$30 00 |
| Communicable Disease Investigator | \$40 00 |
| Communicable Disease Investigator (Registered Nurse) | \$48 00 |
| | \$ |

COVID-19 Tracer Protocol. MAXIM Personnel will provide Tracer Service(s) based on CLIENT protocol(s) that will be provided to MAXIM in advance by CLIENT

Disclaimer. MAXIM and/or MAXIM Personnel will not be providing and/or responsible for clinical judgement for Services

Orientation. Rates listed above will be charged for all time spent in orientation

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or per applicable state law and will be one and one-half (1 5) times the billing rate

Holidays. Holiday rates will apply to shifts beginning at 11 00 p m the night before the holiday through 11 00 p m the night of the holiday and will be one and one-half (1 5) times the billing rate

| | | |
|----------------------------|---------------------------|-------------------------|
| New Year's Eve (from 3 PM) | New Year's Day | Presidents Day |
| Martin Luther King Day | Easter | Memorial Day |
| Independence Day | Labor Day | Pioneer Day (Utah Only) |
| Thanksgiving Day | Christmas Eve (from 3 PM) | Christmas Day |

CLIENT and MAXIM acknowledge their understanding of the Agreement and to the mutual promises written above by executing this Rider as of the effective date above

Franklin Health Department

MAXIM HEALTHCARE STAFFING SERVICES,
INC

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE <i>6.4.</i> |
|--------------------------------|---|-----------------------------|
| Reports and Recommendations | Authorize the Director of Health and Human Services to move forward with upgrades from Software Expressions for an Eligibility Module and allow the signing of contract with Waystar Clearinghouse to improve immunization clinic processes. | ITEM NUMBER July 7, 2020 |

Background: In July 2009, FHD made sizable investment in an electronic medical record system, Software Expressions, Inc. Part of the software package was an Immunization Module to assist with clinic registration, record processing and billing. FHD also currently pays an annual fee of \$600 to MedExpress, a third party vendor, to process insurance claims for reimbursement. Each year our clerical staff spends 30-40 hours assisting individuals determine their insurance coverage, submitting invoices to the preferred insurance, rebilling invoices if the wrong insurance information was given originally, and finally trying to collect payment from those individuals whose claims were denied after two or more attempts to file a claim have failed.

Analysis: The Eligibility Module from Software Expressions, Inc. is associated with Waystar Clearinghouse and gives us the ability to verify client insurance information *prior* to their appointment as well as conduct the billing and remittance notices electronically. This will provide an increase in customer service to our residents because we can notify them prior to their appointment if there is an insurance issue allowing them the choice of coming to our clinic and paying out of pocket or choosing a different provider their insurance does cover. This module will also increase the speed of processing our insurance claims, as well as free up time during our busiest time of year for our administrative assistant to assist with other FHD needs.

One-time fees will be charged to FHD for the following:

- \$2,595 Eligibility Module to be added to Franklin Software Expressions database
- \$750 Training FHD staff on Eligibility Module from Software Expressions staff
- \$500 Implementation Fee from Waystar Clearinghouse

Reoccurring charges:

- \$129/month (\$1,548 annually) for Waystar Clearinghouse access
- \$250 annual technical support for Waystar Clearinghouse

While the \$1,548 is more than our current fee of \$600 for MedExpress, the Waystar system offers the additional features listed above that will make the scheduling and processing of claims for immunization clinics more efficient and improve customer service as well as reduce staff time on the process.

Fiscal Note: The fees associated with these upgrades will be paid through current health department immunization program and communicable disease program grant funding. There will be no fiscal impact to the City.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests approval to move forward with the software updates with Software Expressions and contract with Waystar Clearinghouse to improve immunization clinic services.

Health Department: CD



Section III - Terms and Conditions

- 1 Access and Use of Waystar Products and Services. Customer's access and use of Waystar Services are subject to the terms and conditions of this Agreement and the pricing applicable to the account, including any revisions, supplements or addendum mutually agreed to by the parties in writing. Access is restricted to Customer's internal use and benefit and any other access is prohibited. Waystar only grants access to Waystar's platform to persons, organizations and facilities that have contracted with Waystar and that are in good standing pursuant to that agreement. Customer is responsible to ensure that entities affiliated with it that have access to Services (consistent with the terms of the Agreement) will abide by the terms of this Agreement and is responsible for any of their acts and omissions, including, but not limited to, any damages caused by them.
- 2 Authorization and Use. Waystar grants to Customer a limited, nonexclusive and nontransferable license to use the Services. Except as otherwise set forth herein, Customer may access and use the Services for Customer's internal business use and for no other purpose. Access to Services requires minimum acceptable equipment and telecommunications capability. Unless otherwise stated by the nature of the Service, Services provided by Waystar do not include equipment, peripherals, devices or connectivity between Customer and Waystar for the transmission or receipt of Services by Customer. Customer is responsible at its expense to procure and obtain such necessary equipment and supplemental service, including, but not limited to, modems or other Internet access devices and appropriate telecommunications service. Specifications for minimum acceptable equipment and approved hardware interface devices required for access to Services may be obtained from Waystar upon request.
- 3 Customer Duties and Obligations.
 - a Customer agrees to use the Services provided by Waystar hereunder only in accordance with this Agreement and applicable laws, regulations, and rulings, now or hereafter imposed. Waystar reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and Waystar specifications as described herein. Customer and its users may not use or access the Services in any way which, in Waystar's reasonable discretion, adversely affects the performance or function of the Services or interferes with the ability of other authorized parties to access the Services. Waystar may suspend Customer and its users' access to and/or use of the Services, without credit, at any time if, in Waystar's sole discretion, the performance, integrity or security of the Services is in danger of being compromised as a result of such access. Customer will retain all original and source documents according to federal and state laws and regulations and shall provide all supporting documents to Waystar as requested. Customer agrees that Waystar has the right to audit and confirm information submitted, and Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the Services as confidential. Customer is responsible for (a) identifying individuals or organizations that Customer wishes to have access to and are qualified to access Waystar Services, including, but not limited to, dedication of individuals for the implementation and training process, (b) when necessary, creating and sending required test data that would include all payers and specialties, (c) providing necessary information, complete and return to Waystar all forms reasonably required by Waystar or Payers in a timely manner; (d) providing authorized signatures to Waystar and to the payers as required by applicable law.
 - b Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for Waystar Services. A description of these designations is more fully defined in Section 23 of this Agreement. Waystar will assign each entity or individual that Customer identifies as a user of Services, a password and

Customer agrees, for Customer and all such affiliated entities, not to reveal said password to any third party without Waystar's written consent. Customer agrees to notify Waystar immediately and in writing of any known or suspected unauthorized use of Waystar Services or suspected breach of security (including loss, theft, unauthorized password disclosure, etc.) Customer acknowledges that Waystar may find it necessary to disable access to Waystar's platform and any Service at any time if Waystar has reason to believe that Customer or an affiliate has violated this Agreement or presents a security risk. Customer agrees to implement and enforce appropriate security measures to reduce the risk of unauthorized access to Services.

4. Waystar Duties and Obligations. Waystar agrees to supply and support the Services subscribed to by Customer in conformity with the terms of this Agreement. Waystar shall provide Customer with information materials regarding initiation and use of Waystar's Internet-based and desktop Services and network. Waystar will provide all reasonably required start-up and maintenance services to Customer in initiating use of the connections with Services. Waystar will also provide online education and testing, system implementation and mapping, as well as, troubleshooting services. In the event that Customer and Waystar mutually agree that it is necessary for Waystar personnel to travel to Customer's location for implementation, training, or general customer support, Customer agrees to reimburse Waystar's travel and related expenses.
5. Confidential and Proprietary Information. All proprietary information disclosed by either Party to the other in connection with this negotiating and entering into this Agreement shall be deemed confidential by both Parties and protected from disclosure to others using reasonable security measures. Customer acknowledges and agrees that the Services disclosed or otherwise made available by Waystar under this Agreement are proprietary and/or confidential to Waystar and owned exclusively by Waystar, and that such information shall not be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of Waystar. Such information includes, but is not limited to, user documentation provided to Customer hereunder, the terms and conditions of this Agreement and the pricing for Services. Services or information provided pursuant to this Agreement may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation. Proprietary information shall not include information that (a) was known to either party prior to the disclosure by the other, (b) is or becomes generally available to the public other than by breach of this Agreement; (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party, or (d) is independently developed by a party. Additionally, Waystar's name, trademarks, trade names and logos are proprietary to Waystar and may not be used without Waystar's prior written consent. Unauthorized transmission or release of such information may cause material adverse consequences to Waystar. Therefore, Customer and Waystar, respectively, agree to immediately remedy any breach of this Section and waive any legal defenses the violator may have to immediate equitable actions required to restrict any unauthorized release. The offending party will pay all reasonable costs/penalties associated with said unauthorized release of confidential information.
6. HIPAA. Customer and Waystar shall enter into the business associate agreement attached to this Agreement. Customer acknowledges that the intrinsic value of Waystar's Services is dependent upon the use of de-identified data from its numerous sources, and accordingly, Customer authorizes Waystar to use de-identified data regarding Customer or Customers' clients derived from the use of Services under this Agreement, for consideration or otherwise. Customer may also elect to seek integration with a practice management, electronic health record or health information system. In the event of such election, Customer hereby grants Waystar the right to utilize its data for such purpose.
7. Privacy and Security.

- a. Waystar has established and agrees to maintain physical, electronic and procedural safeguards that meet or exceed industry standards in the healthcare claims processing and financial services industries including HIPAA, HITECH and the Gramm-Leach-Bliley Act including all applicable regulations promulgated under such statutes.
- b. Customer acknowledges that account codes and passwords are critical elements to maintaining privacy and security and that Customer agrees to keep confidential and not to disclose to any third parties account codes or passwords issued to Customer by Waystar. Accordingly, Customer assumes full responsibility for selection and use of codes or passwords as may be permitted or required by the particular Service involved. Customer shall be responsible to ensure that each user granted an account code and/or password (a) is fully aware of all of the obligations under this Agreement and acts in accordance with them; and (b) maintains the secrecy and security of account codes and passwords and does not disclose them to any other person or entity. Customer shall be responsible for any use or access to the Services by any person or entity accessing it through the use of a Customer account code and password, whether such access was authorized or not. The use of the account code and password assigned to any user shall be deemed to constitute the acts of such person, and Waystar shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Services by means of such account code or password. Customer acknowledges that transmission of confidential information outside of Waystar's secure platform may not be secure. Email, instant messaging or other forms of communication, should not contain confidential or personal information as these forms of communication cannot be assuredly secure and private.

8 Pricing and Payment:

- a. Charges shall be calculated based on the number of Providers included in Customer's billing plan in any calendar month as recorded by the Waystar platform. For the purposes of the calculation set forth in the preceding sentence, a "Provider" shall be defined as either (i) human individual with a unique national provider identifier or (ii) a non-human entity submitting fewer than five hundred (500) claims per month which has a unique national provider identifier. In the event any non-human entity defined as Provider in the foregoing sentence exceeds the five hundred (500) claims per month threshold (as such usage is recorded by Waystar's system) then such excess claims transaction shall be billed at \$1 per each claims transaction above the five hundred (500) threshold. Furthermore, the five hundred (500) threshold and the \$1 per transaction pricing shall also apply any services set forth in Section II of this Agreement which utilizes per Provider pricing and for which the number of claims transactions is the basis for the calculation of the monthly fee(s). Charges include monthly fees, license fees and transaction or usage fees as set forth herein. Transaction or usage fees shall be based on the amount of usage recorded by Waystar's system, and the pricing in effect at the time of Customer's use of such Services.
- b. The prices for Services provided hereunder do not include sales, use, excise, value added, utility or similar taxes which may be applicable in the US or at any other location. Consequently, in addition to the specified prices, the amount of any such present or further tax applicable to the provision of Services hereunder by Waystar shall be paid by Customer (other than those taxes which are associated with the income of Waystar), or Customer shall reimburse Waystar for such taxes upon its receipt of billing therefore from Waystar. At any time after the conclusion of the Initial Term (as defined in Section 10 below), Waystar reserves the right to apply periodic price increases, but no more than once every twelve (12) months. These increases shall not exceed the greater of (i) five percent (5%) or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers since the last applicable price increase, whichever is greater. If Customer claims an exempted status from any applicable tax, Customer shall provide Waystar with a tax-exemption certificate acceptable to the taxing authorities. In addition, Customer acknowledges that Waystar has no control over certain government-imposed fees and tariffs nor changes in the rules, regulations or operating procedures of any service supplier (e.g. postal increases or interchange fees) or any federal, state or local governmental agency.

or regulatory authority which may result in a cost increase. Any such increase shall become effective for Customer on the same day as the increase becomes effective as to Waystar or is otherwise incurred by Waystar. Further, any such increase will not be considered a contributing percentage to the periodic price increases.

- c. All payments should be sent to Waystar via US Mail or as otherwise agreed, to the address set forth on the invoice. Invoices are due upon receipt. Waystar offers various automated payment options including ACH and recurring billing. Customer may choose an automated payment option by contacting Waystar's accounting department. Due to the high direct costs of some services, Waystar restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars (\$5,000) in a given month. Charges in excess of this amount will be subject to a convenience fee of three percent (3%).
 - d. Waystar reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 60 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Waystar may (without terminating this Agreement and reserving cumulatively all other remedies and rights under this Agreement and at law) suspend further Services and licenses to access the Services under this Agreement without further notice to Customer. Customer is responsible for all costs of collection including, but not limited to, collection agency fees and attorney fees.
9. Custom Development and Consulting. Waystar will provide custom development and consulting services ("Special Services") on an "as requested" or "as required" basis to Customer. Any and all Special Services will be clearly communicated to Customer and approved in writing by both parties prior to undertaking. Fees for Special Services provided to Customer shall be billed to Customer upon the delivery thereof or as scheduled and mutually agreed upon at Waystar's then current rates (with the development or consulting being billable in fifteen (15) minute increments). Other fees payable by Customer shall include the reasonable costs of travel and related expenses to and from Customer's site as required by such Special Services.
10. Term and Termination.
- a. The initial term (the "Initial Term") shall begin on the Effective Date and shall continue for a period of two (2) years, unless modified or terminated, in accordance with the other provisions of this Agreement. This Agreement shall automatically renew thereafter annually for additional one (1) year terms (each a "Renewal Term"), unless written notice of termination is provided by the terminating party at least sixty (60) days prior to the end of the Initial or any Renewal Term. Termination of this Agreement shall not terminate Customer's obligation to pay Waystar for all Services performed under the Agreement prior to discontinuance of performance by Waystar due to termination. In the event that Customer terminates this Agreement for reasons other than those set forth in this Section 10 of this Agreement during the Initial Term, Customer shall pay to Waystar, as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees for the remaining portion of the Initial Term. If Customer's implementation project is cancelled by Customer or cancelled by Waystar because of Customer non-responsiveness, this will be deemed a termination of this Agreement triggering liquidated damages. Such payment shall be in addition and not in lieu of any other remedy of Waystar may have elect to pursue under applicable law.
 - b. Either Waystar or Customer may terminate this Agreement if the other party fails to perform or to comply with a material term or condition of this Agreement and if such failure is not cured within forty-five (45) days after notice specifying such failure and the non-breaching party's intention to terminate. In addition, Waystar may suspend or terminate this Agreement (a) if Customer breaches Section 8, or (b) if Customer fails to comply with any obligation under Section 3.

- c. In the event that Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing then, to the extent permitted by law, Waystar shall have the right, at its option at any time thereafter, to terminate this Agreement and its obligations hereunder by giving Customer written notice thereof
- 11 Assignment. All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of Waystar. Waystar shall have the right to assign this Agreement to a parent, affiliate, subsidiary, or successor in interest. The obligations of Waystar under this Agreement may be provided or fulfilled by any subcontractor of Waystar so long as Waystar retains full responsibility for such obligations
- 12 Warranties and Exclusive Remedies. Waystar makes no warranty or representation concerning the adequacy, completeness, usefulness, or sufficiency of any Services or information or results thereof provided hereunder. Waystar does not warrant that the functions contained in the Services and the applications thereof will meet Customer's requirements or that the Services will operate without interruption or be error free. The Services and any information provided hereunder and the results thereof are provided on an AS IS, AS AVAILABLE basis without any warranty of any type except that Waystar will use reasonable efforts to correct any errors which are due solely to malfunction of Waystar's computers, operating systems or programs, or errors by Waystar's employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. Waystar shall not be responsible in any manner for (i) errors or failures of proprietary systems or programs other than those of Waystar, (ii) errors or failures of Customer's software or operational systems, (iii) Customer's use of the Waystar Services on a computer system that does not conform to Waystar's specifications, (iv) computer viruses imported into the Services from or through Customer's internal computer systems; (v) misuse of or damage to the Waystar software, or (vi) Customer's failure to report to Waystar the existence and nature of any non-conformity or defect of the Waystar Services promptly upon discovery thereof. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Should there be any failure in performance by Waystar or errors or omissions by Waystar with respect to the information being transmitted (because of negligence or otherwise), Waystar's sole liability, and Customer's exclusive remedy, shall be limited to Waystar's use of commercially reasonable efforts to correct such failure in performance or errors or omissions
- 13 Exclusions and Limitations of Liability.
- a. IN NO EVENT SHALL WAYSTAR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF WAYSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT WAYSTAR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY WAYSTAR, IT IS AGREED THAT IN NO EVENT WILL WAYSTAR BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY WAYSTAR'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM

- b CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF WAYSTAR. ACCORDINGLY, WAYSTAR ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT
 - c WAYSTAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ACTIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DISPUTES CONCERNING PAYMENT OF CLAIMS, ELIGIBILITY STATUS OF A PATIENT, AUTHORIZATIONS FOR CREDIT, DEBIT OR CHECK TRANSACTIONS, PRE-AUTHORIZATION, PRE-CERTIFICATION, OR OTHER PAYER-SUBMITTED INFORMATION INFORMATION SUBMITTED BY A PAYER THROUGH WAYSTAR IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY, ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE AND WAITING PERIODS MAY APPLY
 - d THE LIABILITY OF WAYSTAR FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED HEREIN, INCLUDING BY WAY OF INDEMNIFICATION, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR PRODUCTS AND SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT
- 14 Force Majeure. Waystar shall not be liable to Customer by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of Waystar or its subcontractors. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God, acts of the public enemy, Customer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war
- 15 Record Retention. If required by regulations now or hereafter issued by the Centers for Medicare & Medicaid Services (formerly known as the Health Care Financing Administration) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, and the regulations promulgated thereunder, the books and records of Waystar necessary to certify the nature and extent of costs associated with Waystar's performance of services under this contract shall be maintained and preserved by Waystar for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that Waystar uses the services of a related organization to provide services hereunder, Waystar will require such related organization to maintain, preserve and make available its books and records to the same extent that Waystar is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16 Independent Contractors. Waystar and Customer are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Waystar and Customer
- 17 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effects to conflicts of laws provisions. The parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein

- 18 Dispute Resolution. Any controversy or claim, whether based on contract, tort, strict liability, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute to non-binding mediation in Louisville, Kentucky. If complete agreement cannot be reached within thirty (30) days after submission to mediation, any remaining issues will be resolved by a confidential arbitration by an arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association. The arbitration shall take place in Louisville, Kentucky and shall not be consolidated with any claim or controversy of any other party. The arbitrator shall have the power to make appropriate orders and rulings to regulate discovery. The arbitrator shall not have the power to award special, incidental, consequential, punitive or exemplary damages. The prevailing party shall be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees, to be fixed by the arbitrator, and which were incurred in any arbitration arising out of or relating to this Agreement, and in any legal action or administrative proceeding to enforce the terms of this section or to enforce any arbitration award or relief. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. The mediation and arbitration procedures are intended to be the exclusive methods of resolving any claim arising out of or related to this Agreement. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitrator's award shall be accompanied by a reasoned opinion.

CUSTOMER UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CUSTOMER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN CUSTOMER AND WAYSTAR

- 19 Entire Agreement. This Agreement sets forth all the representations, promises and understandings between Customer and Waystar on the matters set forth herein. If any part or parts of this Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto.
- 20 Indemnification by Waystar. Waystar will indemnify and defend Customer against any claim by third parties that Customer's use of any of Waystar Services as authorized hereunder infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States of a third party and pay any resulting damage award or settlement amount, provided that: (i) such claim does not arise out of Customer's misuse of Waystar Services, (ii) Customer promptly notified Waystar in writing of such claim, (iii) Waystar will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise, (iv) Customer cooperates with Waystar in every reasonable way to facilitate settlement or defense of such claims; and (v) should such Waystar Service become or, in Waystar's opinion, be likely to become, the subject of an infringement claim, Customer will permit Waystar, at Waystar's expense to procure such right to continue using such Service, replace or modify the Service or terminate, without penalty, Customer's use of the affected Service, in which event Waystar will refund to Customer, on a pro-rata basis, any unused prepaid amounts related thereto.
- 21 Indemnification by Customer. Except to the extent arising solely to the gross negligence or intentional misconduct of Waystar, Customer shall indemnify and hold Waystar, its directors, officers, affiliates, agents and employees, harmless from and against any and all losses, liabilities, damages or expenses of any type (or claims of damage or liability) asserted against Waystar and arising out of information provided to Waystar, by customer, or any use or provision thereof to any third party, or any other act or inaction of Customer.
- 22 Survival. The representation, warranties, covenants, and agreements of any of the parties hereto contained in Sections 1, 2, 5-8, 10, 12-21 of this Agreement will survive the expiration or earlier termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate Customer's obligation to pay Waystar for all Services performed prior to the date of such expiration or termination.

- 23 Executive Authority and Domain Administrator. The "Executive Authority" identified below is an authorized individual empowered to make decision on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to Waystar to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified below, will have full administrative privileges for Customer's account or family of accounts (Domain) to add and delete users and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the Waystar platform for the designated domain to permit this individual to perform these functions.

Domain Administrator

Name: Courtney Day

Office Address: 9229 W Loomis Rd

City: Franklin

State: WI

Zip: 53132

Phone: (414) 427-7530

Fax:

Cell:

E-mail: cday@franklinwi.gov

Executive Authority

Name: Courtney Day

Office Address: 9229 W. Loomis Rd

City: Franklin

State: WI

Zip: 53132

Phone: (414) 427-7530

Fax:

Cell:

E-mail: cday@franklinwi.gov

In Witness Whereof, the parties to this Agreement, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Agreement.

City Of Franklin Health Department

ZirMed, Inc. d/b/a Waystar Health

By (signed)

Name _____

Title _____

Effective Date _____

By (signed)

Name _____

Title _____

Date _____



This Business Associate Agreement (this "Agreement") is entered into between Waystar Health ("Business Associate") and City Of Franklin Health Department ("Covered Entity"), and shall be effective (the "Effective Date") upon the date this Agreement is executed by the Covered Entity.

Covered Entity and Business Associate mutually agree to modify any current or future services agreement executed by and between them in order to incorporate the terms of this Agreement to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

The parties further agree that Business Associate will function as a "business associate" of Covered Entity and Covered Entity will function as a "covered entity" as those terms are defined in 45 C.F.R. §160.103

- 1 Definitions The terms "Electronic Protected Health Information" and "Protected Health Information" have the meanings set out in 45 C.F.R. §160.103. The term "Unsecured Protected Health Information" has the meaning set forth at 45 C.F.R. §164.402. The term "Required by Law" has the meaning set out in 45 C.F.R. §164.103. The term "Treatment" has the meaning set out in 45 C.F.R. §164.501. The term "Authorization" has the meaning set out in 45 C.F.R. §164.508. The term "Subcontractor" has the meaning set out in 45 C.F.R. §160.103. The term "Breach" will have the meaning set out at 45 C.F.R. §164.402. The term "Designated Record Set" will have the meaning set out at 45 C.F.R. §164.501.
- 2 Privacy of Protected Health Information.
 - a Permitted Uses and Disclosures. Business Associate is only permitted to use and disclose Protected Health Information, whether in paper form or in electronic form, that it creates or receives from Covered Entity (or another business associate of Covered Entity) ("Covered Entity's Protected Health Information") as follows:
 - i Functions and Activities on Covered Entity's Behalf. To perform functions, activities, services, and operations on behalf of Covered Entity as specified in the services agreement.
 - ii Covered Entity's Operations. For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either
 - A. The disclosure is Required by Law, or
 - B. Business Associate obtains reasonable assurance, evidenced by a written contract with terms substantially similar to this Agreement, from any third party person or entity to which Business Associate will disclose Covered Entity's Protected Health Information that the person or entity will
 - 1 Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity's Protected Health Information to the person or entity or as Required by Law, and
 - 2 Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with Sections 4(a) and (b) of this Agreement) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached
 - b Minimum Necessary Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 2(a) above, make reasonable efforts to use, to disclose, and to request of Covered Entity only the

minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to

- i. Use for or disclosure to an individual who is the subject of Covered Entity's Protected Health Information, or that individual's personal representative,
 - ii Use or disclosure made pursuant to an Authorization that is signed by an individual who is the subject of Covered Entity's Protected Health Information to be used or disclosed, or by that individual's personal representative,
 - iii Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section 7(a) of this Agreement;
 - iv Use or disclosure that is Required by Law, or
 - v Any other use or disclosure that is excepted from the minimum necessary limitation as specified in the Privacy Rule (as hereinafter defined)
- c. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or as Required by Law This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate 45 C.F.R Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule")
- d. Information Safeguards.
 - i. Privacy of Covered Entity's Protected Health Information Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
 - ii Security of Covered Entity's Protected Health Information Business Associate will use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Covered Entity's Electronic Health Information, to prevent use or disclosure of that Electronic Protected Health Information other than as provided for by the Agreement.
- e. Subcontractors Business Associate will require any of its Subcontractors, to which Business Associate is permitted by this Agreement to disclose Covered Entity's Protected Health Information, to agree, as evidenced by written contract with terms substantially similar to those found in this Agreement, that such Subcontractor will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information that are applicable to Business Associate under this Agreement.

3. Individual Rights.

- a. Access Business Associate will, within five (5) days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies, Covered Entity's Protected Health Information, in a Designated Record Set, about the individual that is in Covered Entity's custody or control
- b. Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend, or permit Covered Entity access to amend, any portion of Covered Entity's Protected Health Information
- c. Disclosure Accounting. So that Covered Entity may meet its disclosure accounting obligations under the Privacy Rule

- i Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information that are expressly excluded from such disclosure accounting requirement as set forth at 45 C.F.R. § 164.528(a)(1)
 - ii Disclosures Subject to Accounting and Necessary Information. Business Associate will record the information specified in Section 3(c)(ii)(A) or (B), as applicable, for each disclosure of Covered Entity's Protected Health Information that Business Associate makes to third party. With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - A. Disclosure Information Generally. Except for repetitive disclosures of Covered Entity's Protected Health Information as specified in Section 3(c)(ii)(B) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which Business Associate made the disclosure, (3) a brief description of Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure
 - B. Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity, the Disclosure Information that Covered Entity must record is either (1) the Disclosure Information specified in Section 3(c)(ii)(A) above for each accountable disclosure, or (2) the Disclosure Information specified in Section 3(c)(ii)(A) for the first of the repetitive accountable disclosures, the frequency, periodicity, or number of the repetitive accountable disclosures, and the date of the last of the repetitive accountable disclosures
 - iii Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within thirty (30) days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting
 - d Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information, or (ii) requires confidential or alternate methods of communication about Covered Entity's Protected Health Information, provided that Covered Entity notifies Business Associate in writing of the restriction or confidential or alternate communication obligations that Covered Entity must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential or alternate communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement.
- 4 Privacy/Security Breach Investigations & Reporting
- a. Business Associate will promptly and thoroughly investigate any suspected Breach of Covered Entity's Unsecured Protected Health Information not permitted by this Agreement or applicable law
 - b. Business Associate will notify Covered Entity regarding a Breach of Covered Entity's Unsecured Protected Health Information ("Covered Entity Privacy Event") without unreasonable delay, but in no event later than three (3) calendar days of discovering that a Breach occurred, regardless if such Covered Entity Privacy Event is discovered by Business Associate or by any Subcontractor of Business Associate. Additionally, Business Associate will use its best efforts to assist with Covered Entity's breach investigation by making a timely written report to Covered Entity on any

substantiated investigation of a Covered Entity Privacy Event. Business Associate will include as much of the information described in Sections 4(c) as is available at the time the report is written and will supplement the report with additional information once that information is known

- c Business Associate's initial written report concerning a Covered Entity Privacy Event will, at a minimum:
- i Identify the names and respective titles of those who conducted the investigation on the part of Business Associate, be delivered on Business Associate's official letterhead, be signed by an officer or director of Business Associate or other responsible person and contain appropriate contact information should Covered Entity need further clarification regarding the content of the report,
 - ii Identify Covered Entity's Protected Health Information (at the individual level) that was subject to the Breach and the date the Breach occurred,
 - iii Identify the date the Breach was discovered by Business Associate,
 - iv Identify the storage medium (e.g. floppy disc, paper record, electronic server) wherein the affected Protected Health Information was housed;
 - v. Identify who committed the Breach of Covered Entity's Protected Health Information and if a disclosure of Covered Entity's Protected Health Information was made, the identity of the person or entity to which that disclosure was made and the date or dates those disclosures occurred,
 - vi Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures,
 - vii. Identify what Business Associate did or will do to mitigate any harmful effect of the non-permitted use or disclosure; and
 - viii. Provide any other information to Covered Entity as Covered Entity may request to fulfill its reporting obligations to an affected individual as required under 45 C.F.R. §164.410

5 Other Covered Entity Obligation. To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements applicable to the obligation

6 Termination of Agreement

- a. Right to Terminate for Breach. Covered Entity may terminate the Agreement if Business Associate has breached any provision of this Agreement. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination
- b Termination of Agreement on Conclusion of Services Agreement. This Agreement will terminate pursuant to Section 6(a) or upon the termination of the services agreement.
 - i Obligations on Termination.
 - A Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. Business Associate will require any Subcontractor, to which Business Associate has disclosed Covered Entity's Protected Health Information to, if feasible, return to Business Associate (so that Business Associate may return it to Covered Entity) or destroy all of Covered Entity's Protected Health Information in whatever form or medium received from Covered Entity, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information, and certify on oath to Covered Entity that all such information has been returned or destroyed. Covered Entity will complete these obligations as promptly as

possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of the Agreement.

- B Procedure When Return or Destruction Is Not Feasible. Business Associate will identify any of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to Subcontractors of this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will, by its written contract with any Subcontractor to which Business Associate discloses Covered Entity's Protected Health Information, require such Subcontractor to limit its further use or disclosure of Covered Entity's Protected Health Information that such Subcontractor cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or other conclusion of the Agreement.
- C Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of the Agreement and this Agreement.

7 General Provisions.

- a. Inspection of Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to DHHS to determine Covered Entity's compliance with the Privacy Rule.
- b. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA and any other applicable law.
- c. Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of any services agreement. All non-conflicting terms and conditions of the services agreement remain in full force and effect.

In Witness Whereof, Business Associate and Covered Entity have caused this Addendum to be signed and delivered by their duly authorized representatives, as of the date set forth above:

City Of Franklin Health Department ("Covered Entity")

ZirMed, Inc. d/b/a Waystar Health ("Business Associate")

By (signed)

Name

Title

Effective Date

By (signed)

Name

Title

Date



Section II - Solutions & Pricing

This Agreement governs access to and use of Services identified herein at the fees associated therewith. The proposed fee schedule will be honored until 06/26/2020 and expires thereafter unless accepted.

Waystar Bundles

| Solution | Your Monthly Fee | Implementation Fee |
|---|------------------|--------------------|
| Clearinghouse Core Bundle includes the following solutions: | | |
| <ul style="list-style-type: none"> Professional Claims Transactions <ul style="list-style-type: none"> Paper Claims \$0.53 each, \$0.25 per additional page printed. Institutional Claims Transactions <ul style="list-style-type: none"> \$0.25 each Electronic Remittance Advice Eligibility <ul style="list-style-type: none"> Eligibility inquiries in excess of submitted professional claims will be charged at \$0.25 per inquiry \$129.00 per FTE. Subscribed for 1.00 FTE(s). An Enrollment Fee of \$60.00 per provider and an Annual Fee of \$250.00 will be assessed. | \$129.00 | \$500.00 |
| Total | | \$500.00 |

Technology, Staffing, and Support Services

In addition to the features and functionality referenced within, you'll also receive the following technology, staffing and support services.

- Six Sigma designed implementation
- Unlimited users
- Ongoing training available online
- Support available through via phone, chat, or online case submission
- Frequent updates and communications from Waystar about the company's newest available features, functionality, and regulatory changes that could impact your business

- Reporting package available online
- SSAE-16 Certification & Disaster Recovery
- Access to Waystar's developer portal that facilitates product integration

Your support team and Waystar's Support & Training Center enable your users and managers to

- Log support issues
- View/manage status of open issues
- View/manage prior issues and resolution
- Access knowledgebase articles
- Access training materials such as user guides and training videos 24/7
- Attend regularly scheduled training webinars



Waystar Subscriber Agreement

This Subscriber Agreement ("Agreement") is made and entered into between Waystar Health ("Waystar"), and Provider/Organization ("Customer"), identified below. This Agreement governs the access and use of the products and services ("Services") made available to Customer through the Waystar platform. This Agreement shall be effective (the "Effective Date") upon the date this Agreement is executed by Customer.

Section I - Customer Address and Contact Information

| Customer Information | | | Billing Information | | |
|---|-----------|------------|--|-----------|------------|
| Customer Name: City Of Franklin Health Department | | | Bill-To Name: City Of Franklin Health Department | | |
| Implementation Contact: Courtney Day | | | Billing Contact: Courtney Day | | |
| Address: 9229 W. Loomis Rd | | | Address: 9229 W Loomis Rd | | |
| City: Franklin | State: WI | Zip: 53132 | City: Franklin | State: WI | Zip: 53132 |
| Phone: (414) 427-7530 | Fax: | | Phone: (414) 427-7530 | Fax: | |
| E-mail: cday@franklinwi.gov | | | E-mail: cday@franklinwi.gov | | |



City Of FranklinHealth Department
June 17, 2020

Proposal for Software Updates

| | |
|---|------------|
| 1) Eligibility Module: Integrated Solution with Waystar automatically send and receive eligibility confirmations on clients through real time scheduled appointments and on an individual client basis. Receive results immediately on client's eligibility status. Daily result report showing invalid insurance by client. Helps ensure clients are eligible for services prior to being seen. | \$2,595.00 |
| 2) Signature capture on Topaz Pad for Walk In Service, Data Base Charting and other crucial areas. | \$575.00 |
| 3) Training of new modules – Budget 6 hours | \$750.00 |
| Additional Monthly support based on modules selected | \$15/month |

Waystar Clearinghouse is offering \$129.00 month unlimited electronic claims, electronic remittances and eligibility checking.

Electronic remittances will be through Waystar where staff can view/print each carrier's EOB.

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|--|---|--|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 07/07/2020 |
| REPORTS & RECOMMENDATIONS | CONCEPT REVIEW FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH 336 UNITS IN 21 TWO-STORY APARTMENT BUILDINGS (8301 W OLD LOOMIS RD) (THOMPSON THRIFT DEVELOPMENT, INC., APPLICANT) | ITEM NUMBER <i>G. 5.</i> |

On May 21, 2020, the applicant submitted a Concept Review. The proposal consists of a multi-family development with 21 two-story apartment buildings on a single 51-acre lot. The buildings contain a mix of 1-bedroom (126 units), 2-bedroom (168 units), and 3-bedroom (42 units) units, for a total of 336 units. The site plan also includes a clubhouse, pool, fitness facilities, and business center. Site access is proposed on W. Loomis Road, on the ramp from Loomis to Rawson. The proposed multi-family use is not consistent with the zoning designation of R-6 single family residential, so a zoning map amendment would be required, likely to PDD. Additionally, the proposed multi-family use is not consistent with the commercial designation of Future Land Use Map (FLUM) 2025, so a comprehensive master plan amendment would be required.

Staff sent review comments to the applicant on June 17, 2020. The attached report contains a summary of the project and staff recommendations.

COUNCIL ACTION REQUESTED

Provide direction to the applicant regarding the proposed multi-family residential development to be located at 8301 W Old Loomis Road (Thompson Thrift Development, Inc., applicant).



CITY OF FRANKLIN



REPORT TO THE COMMON COUNCIL

Meeting of July 7, 2020

Concept Review

RECOMMENDATION: Provide direction to the applicant regarding the proposed multi-family residential development to be located at 8301 W. Old Loomis Road (Thrift Development, Inc., Applicant).

| | |
|---------------------------------|---|
| Project Name: | Thrift Development, Inc |
| Project Address/Tax Key: | 8301 W. Old Loomis Road/755 9997 000 |
| Property Owner: | RAWSON-LOOMIS LLC |
| Applicant: | Thompson Thrift Development, Inc. |
| Current Zoning: | R-6 Single-Family Residence District and C-1 Conservancy District |
| 2025 Comprehensive Plan: | Business Park and Areas of Natural Resource Features |
| Action Requested: | No action requested |

Introduction

On May 21, 2020, the applicant submitted a Concept Review for a multi-family development with 21 two-story apartment buildings on a single 51-acre lot. The buildings contain a mix of 1-bedroom (126 units), 2-bedroom (168 units), and 3-bedroom (42 units) units, for a total of 336 dwelling units. The site plan also includes a clubhouse, pool, fitness facilities, and business center near the Loomis Road frontage. Stormwater ponds are recommended adjacent to existing wetland areas and environmental features.

Site access is proposed on W. Loomis Road, on the ramp from Loomis Road to Rawson Avenue, and to the south, which would connect to Nottingham Way.

The proposed multi-family use is not consistent with the zoning designation of R-6 single family residential, and so a zoning map amendment would be required. The applicant has requested the R-8 zoning district, but a PDD district could also be utilized as well.

The property is surrounded by PDD 37 and PDD 16 to the north and northeast, R-8 to the east, R-6 to the south and west. Recently developed multi-family and senior residential uses are located across Loomis Road.

This subject property and most of the frontage on the southeastern side of Loomis Road between Rawson Avenue and Drexel Avenue is recommended for Commercial in the Comprehensive Master Plan. In order to enable multi-family use, a Comprehensive Master Plan Amendment would need to be adopted to change the future land use designation from Commercial and Areas of Natural Resource Features to Residential – Multi-Family and Areas of Natural Resource Features. The Areas of Natural Resource Features should be amended to match field delineations once completed.

Project Description/Analysis

The subject property has an area of 51.36 acres and is currently vacant.

The Comprehensive Master Plan recommends this site for Commercial land use, given its location along Loomis Road, an arterial road. For this reason, staff suggests incorporating commercial uses along the Loomis Road frontage and shifting residential uses to the interior of the property.

The Conceptual Plan illustrates ingress/egress to the development from Loomis Road. As Loomis Road is a divided highway, access would be right-in-right-out only. A second access point on the south side of the property would connect to the road stub/right-of-way located in the existing neighborhood. This future connection is located between two existing single family homes where Nottingham Way meets Winston Way. In order to promote further interconnectivity, staff suggests that the site plan also include road access point on the northeast part of the property to accommodate a future road connection to Terrace Drive, if feasible due to the presence of wetlands onsite.

Detailed natural resource information has not yet been provided. The concept plan reflects the best available information from the City's GIS Property Viewer. The design and layout of the development may be revised based upon field delineations of wetlands and any other protected natural resources onsite.

As this is only a concept plan, compliance with UDO standards will be reviewed upon a detailed project plan submittal. It is anticipated that sidewalks, street trees, and open space amenities, such as walking trails will be recommended. Chapter 7 of the Comprehensive Master Plan recommends that bicycle/pedestrian trails be provided to connect residential areas with City activity centers. For this reason, staff suggests a trail connection to the grocery store to the northeast of the subject property.

Landscape bufferyard easements would be required along Loomis Road and all other property lines, except where adjacent to existing R-8/multi-family development.

Staff Recommendation:

It is recommended that sufficient feedback be provided to allow the applicant to determine whether to proceed or not with detailed plans for the proposed single-family residential subdivision development.

MEMORANDUM

Date: June 17, 2020
To: Garrett Linville, Thompson Thrift Development, Inc.
From: Department of City Development
RE: Application for Concept Review – 8301 W Old Loomis Road

Thompson Thrift Development, Inc. submitted a Concept Review application on May 21, 2020. Review comments are as follows:

City Development Department comments

1. The subject property is zoned R-6 Single-Family Residence District and C-1 Conservancy District. The Comprehensive Master Plan recommends the property for Commercial and Areas of Natural Resource Features. The process to develop the proposed multi-family development is as follows:
 - a. A **Comprehensive Master Plan Amendment** is also recommended to change the future land use designation from Commercial and Areas of Natural Resource Features to Residential – Multi-Family and Areas of Natural Resource Features. The Areas of Natural Resource Features should be amended to match field delineations once completed.
 - b. A **Rezoning** is recommended to change the zoning to Planned Development District or R-8. Please review Section 15-3.0400 of the Unified Development Ordinance pertaining to Planned Development Districts.
 - c. If the property is to be subdivided, a **Preliminary Plat Application** followed by a **Final Plat Application** will be required. Please be aware that installation of streets and utilities is required prior to approval of a Final Plat (see Section 15-2.0303A. of the UDO). Alternatively, an improvement guarantee may be provided per Section 15-2.0303B of the UDO.
 - d. A **Special Use Application** to permit multi-family dwellings and apartments. Please be aware of the State requirement to provide “substantial evidence” to support your request, per Wis. Stat. § 62.23(7)(de).
2. The Comprehensive Master Plan recommends this site for Commercial land use, given its location along Loomis Road, an arterial road. For this reason, staff suggests commercial uses along the Loomis Road frontage and residential uses in the interior of the property.
3. Upon submittal of the Preliminary Plat Application, note that detailed plans will be required, such as the Natural Resource Protection Plan, draft conservation easements, storm water management, grading, erosion control, etc.
4. Wetland delineations should be completed as soon as possible. There may or may not be other wetlands on the property, which could affect the design and layout of the development. Please be aware of the natural resource protection standards of the Unified Development Ordinance (UDO), see Part 4 of the UDO for more information.
5. Landscape bufferyard easements are required between different zoning districts and along arterial roadways (i.e., Loomis Road). In this case, bufferyards would be required along all property lines, except where adjacent to existing R-8/multi-family development. Refer to Division 15-5.0300.

6. Staff suggests a larger setback along the southern property line to provide a buffer between backyards of existing 1-story single family homes and new 2-story multi-family buildings.
7. Note that a separate Landscaping Plan must be provided in compliance with Division 15-7.0300.
8. Staff suggests sidewalks connecting all buildings and walking trails through natural resource areas outside of wetlands.
9. Chapter 7 of the Comprehensive Master Plan recommends that bicycle/pedestrian trails be provided to connect residential areas with City activity centers. For this reason, staff suggests a trail connection to the grocery store to the northeast of the subject property.
10. In order to promote interconnectivity, staff suggests that the site plan include future road access on the northeast part of the property to accommodate a future road connection to Terrace Drive, if feasible due to the presence of wetlands. The Franklin Plaza subdivision plat is attached for your reference.
11. Note that access may not be allowed in the location shown on the conceptual site plan, as this location is the ramp/exit lane from Loomis Road to Rawson Avenue. Coordination with the Wisconsin Department of Transportation regarding access on Loomis Road (STH 36) should be initiated and resolved as soon as possible.
12. Considering that Loomis Road is a divided highway, access would be limited to right-in-right-out.
13. Note that a separate Lighting Plan must be provided in compliance with Division 15-5.0400 for Plan Commission review and approval. Also, see Section 15-8.0115 of the UDO.
14. Note that signage sign will require a separate application as well as review and approval by the Plan Commission.
15. Will the project be constructed in phases?
16. Please be aware of City impact fees. The impact fee schedule can be found on the City's website at: <https://www.franklinwi.gov/Departments/Inspection-Services/Impact-Fees.htm>
17. Please note the location of the West Shore Pipeline along the frontage of the property.

Engineering Department comments

18. Work with the State regarding the access at Loomis Road off-ramp.
19. May need to propose two access points for safety.
20. Take into consideration, the City will be requiring public utility easements, such as stormwater sewer, sanitary sewer, and water main.
21. Propose a public road that will connect to S. Nottingham way to gain access to the site development.
22. Project needs approval for respective agencies for access and wetland/storm water requirements.

Inspection Services Department comments

23. No comments on the project at this time.

Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132
Email: generalplanning@franklinwi.gov



City of Franklin MAY 22 2020

City Development

Phone: (414) 425-4024
Fax: (414) 427-7691
Web Site: www.franklinwi.gov

Date of Application: 5/19/2020

CONCEPT REVIEW APPLICATION

Complete, accurate and specific information must be entered. **Please Print.**

Applicant (Full Legal Name[s]):

Name: Chris Alexander
Company: Thompson Thrift Development, Inc.
Mailing Address: 901 Wabash Avenue, Suite 300
City / State: Terre Haute, IN Zip: 47807
Phone: 317-853-5420
Email Address: calexander@watermarkapartments.com

Applicant is Represented by: (contact person)(Full Legal Name[s])

Name: Garrett Linville
Company: Thompson Thrift Development, Inc.
Mailing Address: Salesforce Tower, 111 Monument Circle Suite 1600
City / State: Indianapolis, IN Zip: 46204
Phone: 317-853-5493
Email Address: glinville@watermarkapartments.com

Project Property Information:

Property Address: 51.6 Acres, SE of West Loomis Rd. and West Rawson Avenue, Franklin, WI
Property Owner(s): Rawson-Loomis LLC, Attn: Ron Lewis
Mailing Address: 6004 N Highlands Ave.
City / State: Madison, WI Zip: 53705
Email Address: ronlewis1212@gmail.com

Tax Key Nos: 755 9997 000
Existing Zoning: R-6 & C-1
Existing Use: Vacant
Proposed Use: Multi-Family, Residential
CMP Land Use Identification: Commercial & Area of Natural Resource Features

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

Concept Review submittals for review must include and be accompanied by the following:

- ☒ This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- ☒ Application Filing Fee, payable to City of Franklin: ☒ \$250
- ☒ Three (3) complete collated sets of Application materials to include:
 - ☒ One (1) original and two (2) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available.
 - ☒ Three (3) 8.5 x 11 inch or 11 x 17 inch copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities (approximate locations only), and existing and proposed site conditions/site constraints (i.e. approximate locations of public road access, rights-of-way, natural resources/green space and drainage issues/concerns, etc.))
 - ☒ Three colored copies (11"x17") of the building elevations, if applicable.
- ☒ Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).

- Upon receipt of a complete submittal, staff review will be conducted within five business days.
- Concept Review requests are reviewed by the Committee of the Whole. Meetings are held the first Monday of every month.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

Delegated by:

Ronald L. Lewis
Delegated by: _____
Signature - Property Owner

Name & Title (PRINT) _____ Date: 5/20/2020 | 3:17 PM EDT

Signature - Property Owner _____

Name & Title (PRINT) _____ Date: _____

Chris Alexander
Delegated by: _____
Signature - Applicant

Name & Title (PRINT) _____ Date: 5/21/2020

Garrett Linville
Delegated by: _____
Signature - Applicant's Representative

Name & Title (PRINT) _____ Date: 5/21/2020

Watermark at Franklin, WI

5/18/2020

Project Narrative

Watermark Residential is the Multi-Family Division of its parent company, Thompson Thrift Development, Inc. Established in 2008, Watermark develops, constructs, and professionally manages Class A Multi-Family developments in affluent locations across the United States. Since 2008 Watermark has developed over 40 projects, totaling over 10,000 units in 15 US states. Watermark employs local subcontractors on every project and provides a boost to the local economy.

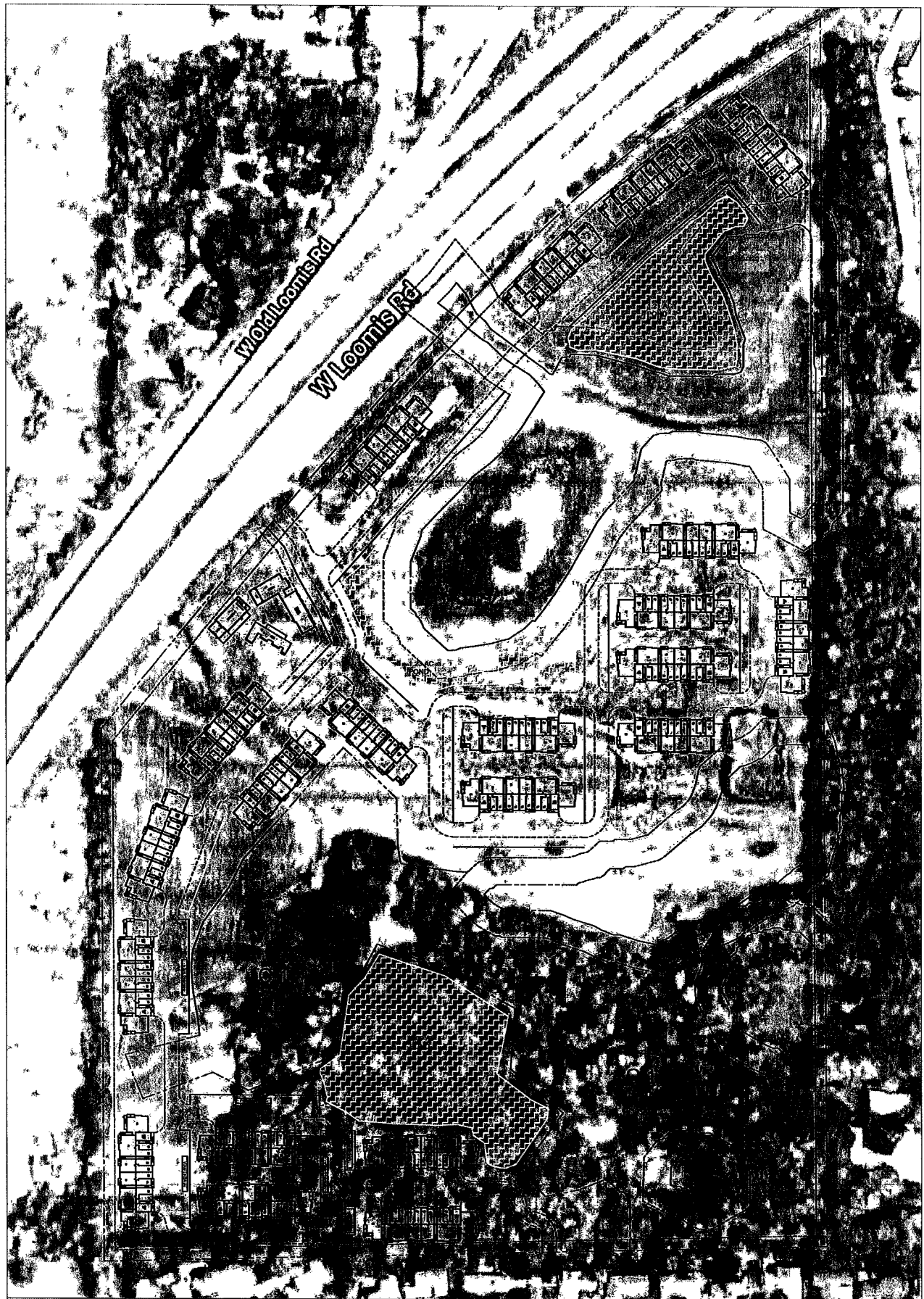
Watermark is proposing to develop and construct a Class A development on the ~51-acre parcel at the South East corner of Rawson and Loomis in Franklin that is currently owned by Rawson-Loomis, LLC. Watermark envisions bringing its luxury 2-story design to this site as an alternative to the traditional three-story apartments currently offered in Franklin and as a logical transition to the single family residential to the east of the site. The proposed project will offer a mix of 1,2, and 3-bedroom apartment homes in a park-like setting on this large, tree-lined site. The units will provide direct access garages to residents for most units, similar to a single-family residence. Each unit will be equipped with amenities such as: gourmet bar-kitchens with granite and quartz countertops, stainless steel appliances, 9-foot ceilings, walk in closets, full size washers and dryers and attractive floor plans. In addition to the residential buildings, Watermark offers a state-of-the-art, professionally decorated, clubhouse fitted with amenities such as: Coffee bar with Starbucks coffee machines, business center, resort style pool with cabanas, grill stations and fire pits, dog parks and high-end fitness facilities.

The proposed project layout is detailed in the preliminary site plan. Watermark is estimating the cost of the physical improvements on site to be around \$50,000,000.

Thank you for the opportunity and your consideration.

Garrett Linville





Watermark
RESIDENTIAL

PROPOSED SITE PLAN



0 80' 160' 320'
SCALE 1" = 160'

SITE DATA

SITE AREA 51.36± AC
(21) 2-STORY BLDG 336 UNITS
UNIT MIX
1 BEDROOM 126 (38%)
2 BEDROOM 188 (50%)
3 BEDROOM 42 (12%)

FRANKLIN WI

FRANKLIN
WI
LOOMIS RD AND
RAWSON AVE

DATE: 05.18.2020

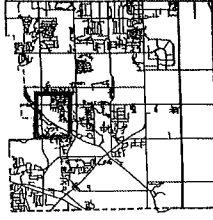
DRAWING # 1

SITE PLAN IS CONCEPTUAL AND CREATED FROM GIS INFORMATION. FINAL SITE PLAN SHALL BE REVISED FROM SURVEY AND LOCAL MUNICIPAL REQUIREMENTS.

Franklin Public Property Viewer



Overview Map



| | | | | | |
|--|----------------------------|--|-----|--|------|
| | Aldermanic District | | FFO | | R-2 |
| | Building | | FW | | R-3 |
| | City Boundary | | I-1 | | R-3E |
| | Condo | | B-1 | | R-4 |
| | CSM | | B-2 | | R-5 |
| | Easement | | B-3 | | M-1 |
| | Elementary District | | B-4 | | M-2 |
| | Environmental Corridor | | B-5 | | M-3 |
| | FEMA DFIRM Flood - Zone A | | B-6 | | OL-1 |
| | FEMA DFIRM Flood - Zone AE | | B-7 | | OL-2 |
| | FEMA 0.2% Annual Chance | | BP | | P-1 |
| | Parcel | | CC | | PDD |
| | Park | | C-1 | | R-1 |
| | Pavement | | FC | | R-1E |
| | County or State Hwy | | | | |
| | Local Road | | | | |
| | Road Right-of-Way | | | | |
| | School District | | | | |
| | Wetland | | | | |

Legend includes all layers even if they are not visible in the map

0 420 840
ft

Map Printed 5/19/2020

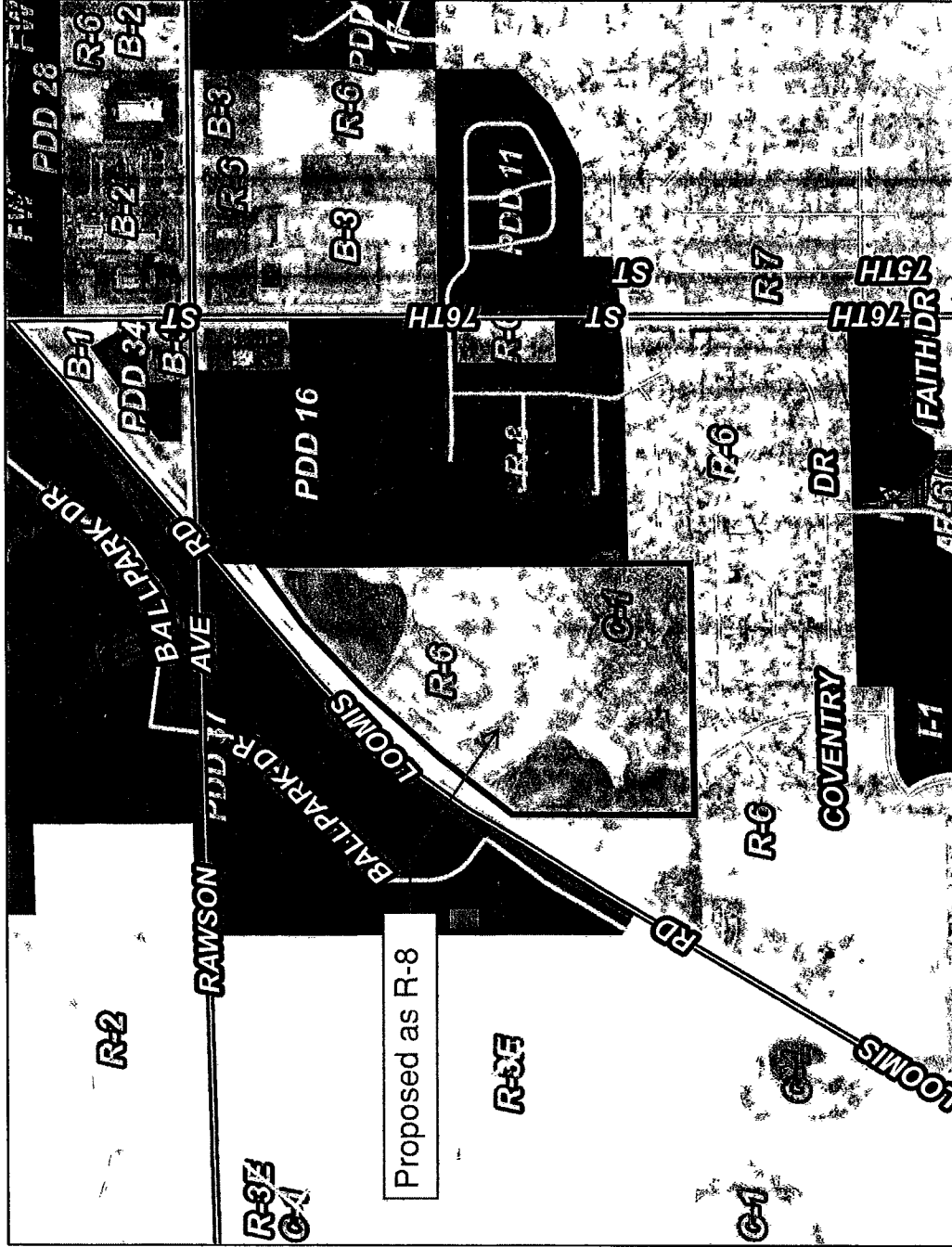
(c) City of Franklin, WI

The maps and information provided by the City of Franklin's Property Viewer are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys, or other documents. The City of Franklin assumes no liability for any damages or loss resulting from the use of the maps and information offered through this site. The maps and information provided here may have been compiled from various state, county, municipal, and private sources, and are maintained by their sources for a wide variety of purposes. Therefore, the City of Franklin cannot guarantee the quality, content, accuracy, completeness, or currency of the information transmitted by this site, and provides such information without expressed or implied warranty. The City of Franklin is not responsible for any discrepancies contained herein. Each individual user of the City of Franklin's Property Viewer assumes all risks and uses the information herein at their own risk. Use of the Property Viewer constitutes acceptance of all terms and conditions in this Disclaimer.

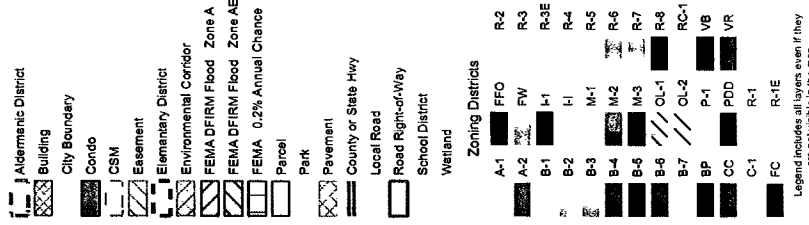
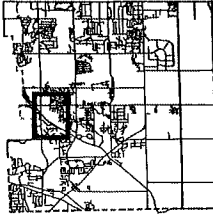
Franklin
City of Franklin

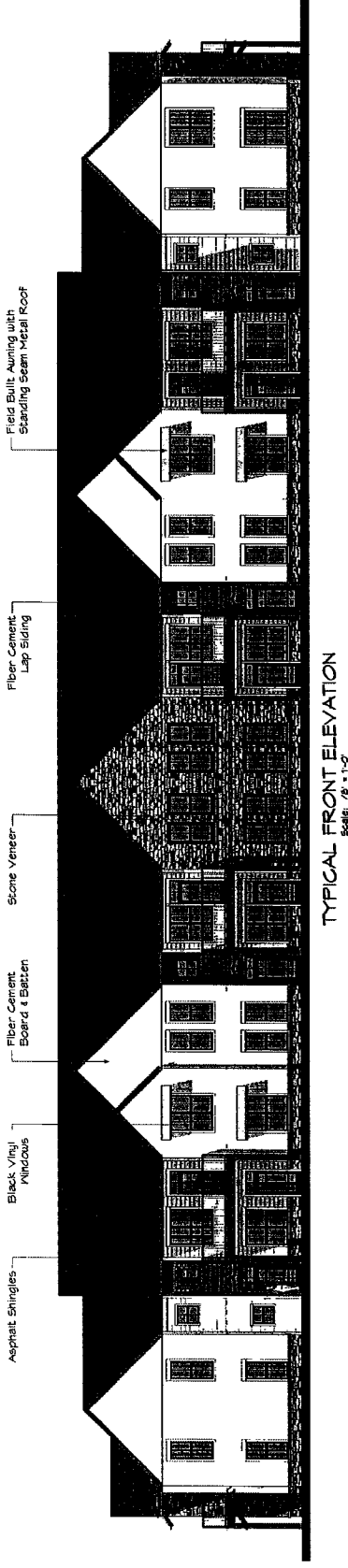
9229 W Loomis Rd, Franklin, WI 53132
www.franklinwi.gov

Franklin Public Property Viewer

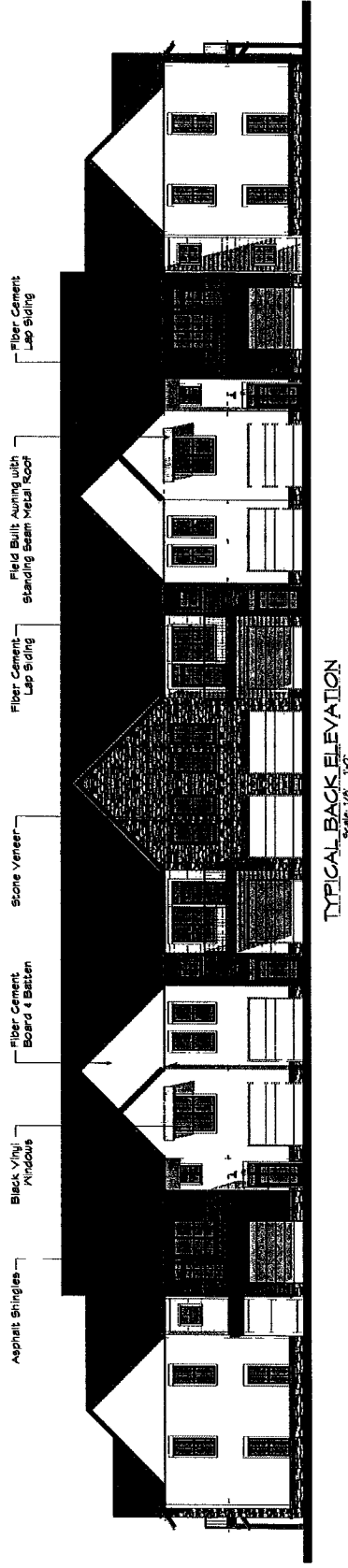


Overview Map

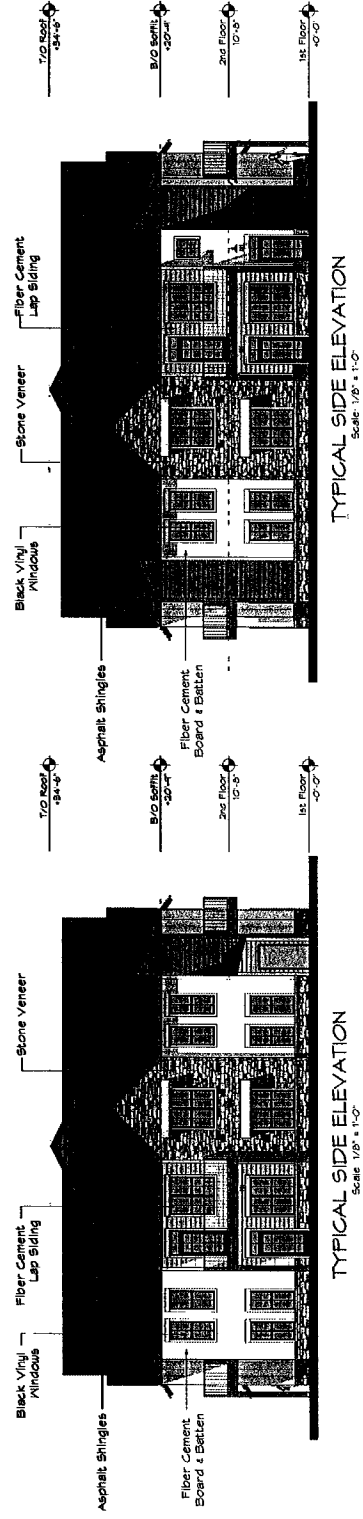




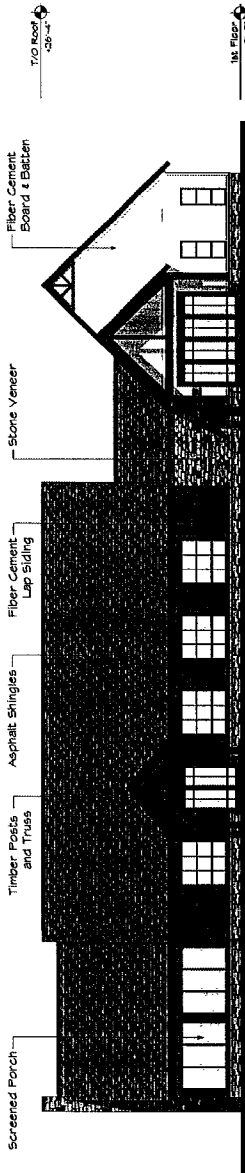
TYPICAL FRONT ELEVATION
Scale: 1/8" = 1'-0"



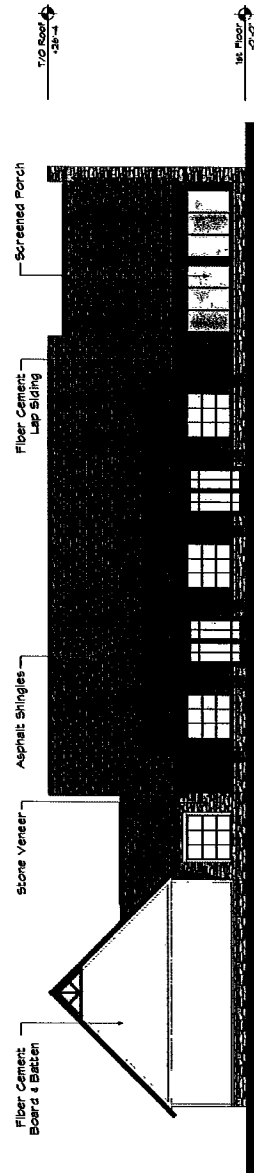
TYPICAL BACK ELEVATION
Scale: 1/8" = 1'-0"



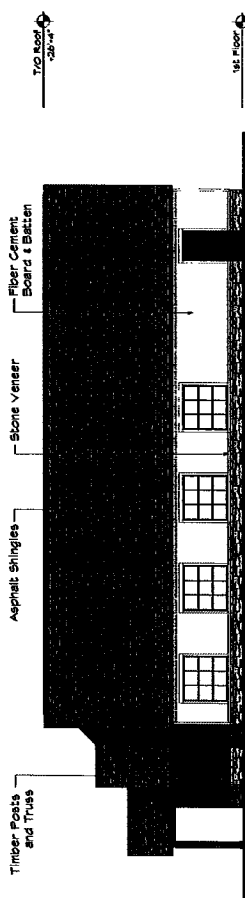
TYPICAL SIDE ELEVATION
Scale: 1/8" = 1'-0"



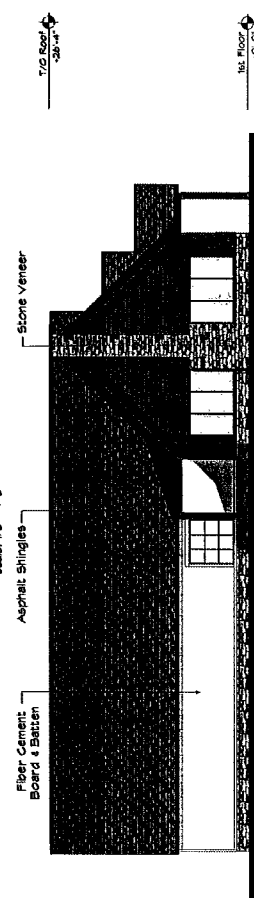
CLUBHOUSE FRONT ELEVATION
Scale: 1/8" = 1'-0"



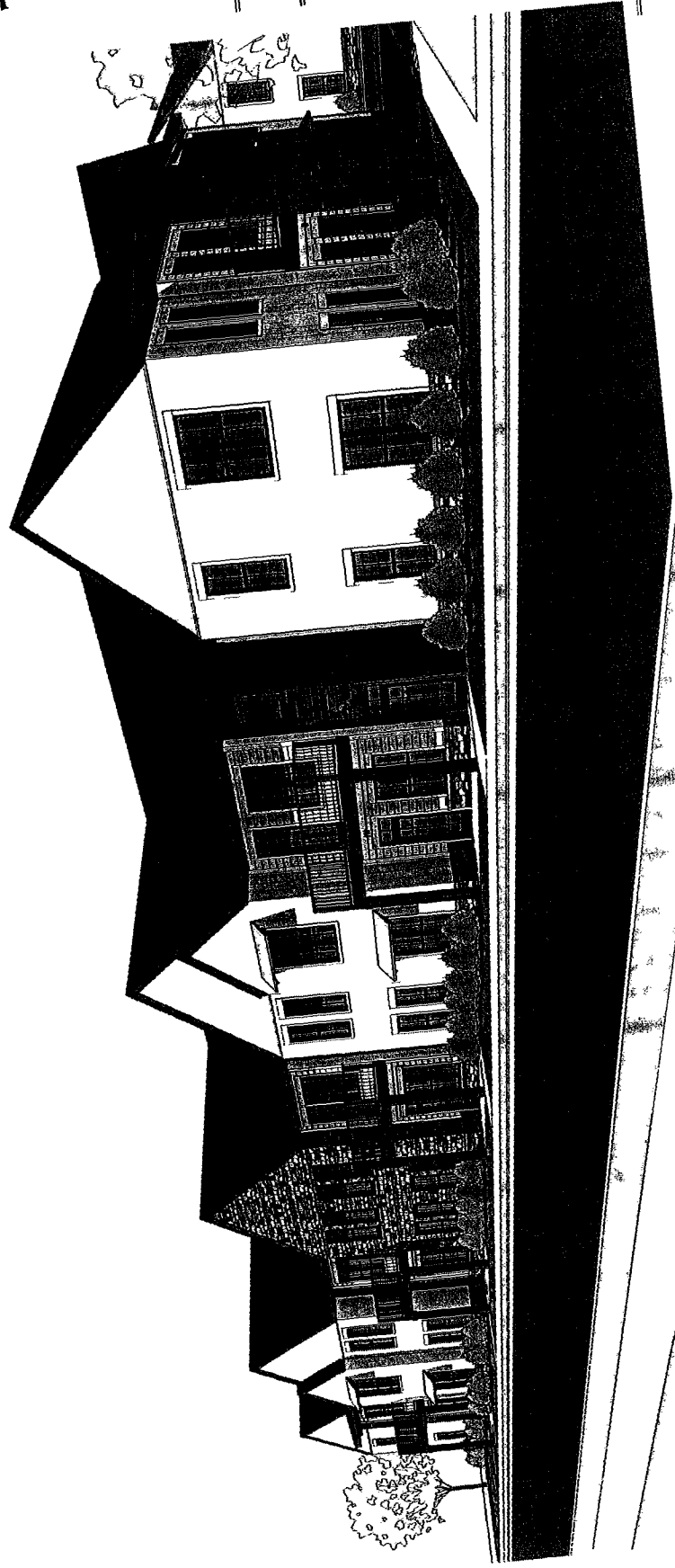
CLUBHOUSE BACK ELEVATION
Scale: 1/8" = 1'-0"



CLUBHOUSE SIDE ELEVATION
Scale: 1/8" = 1'-0"

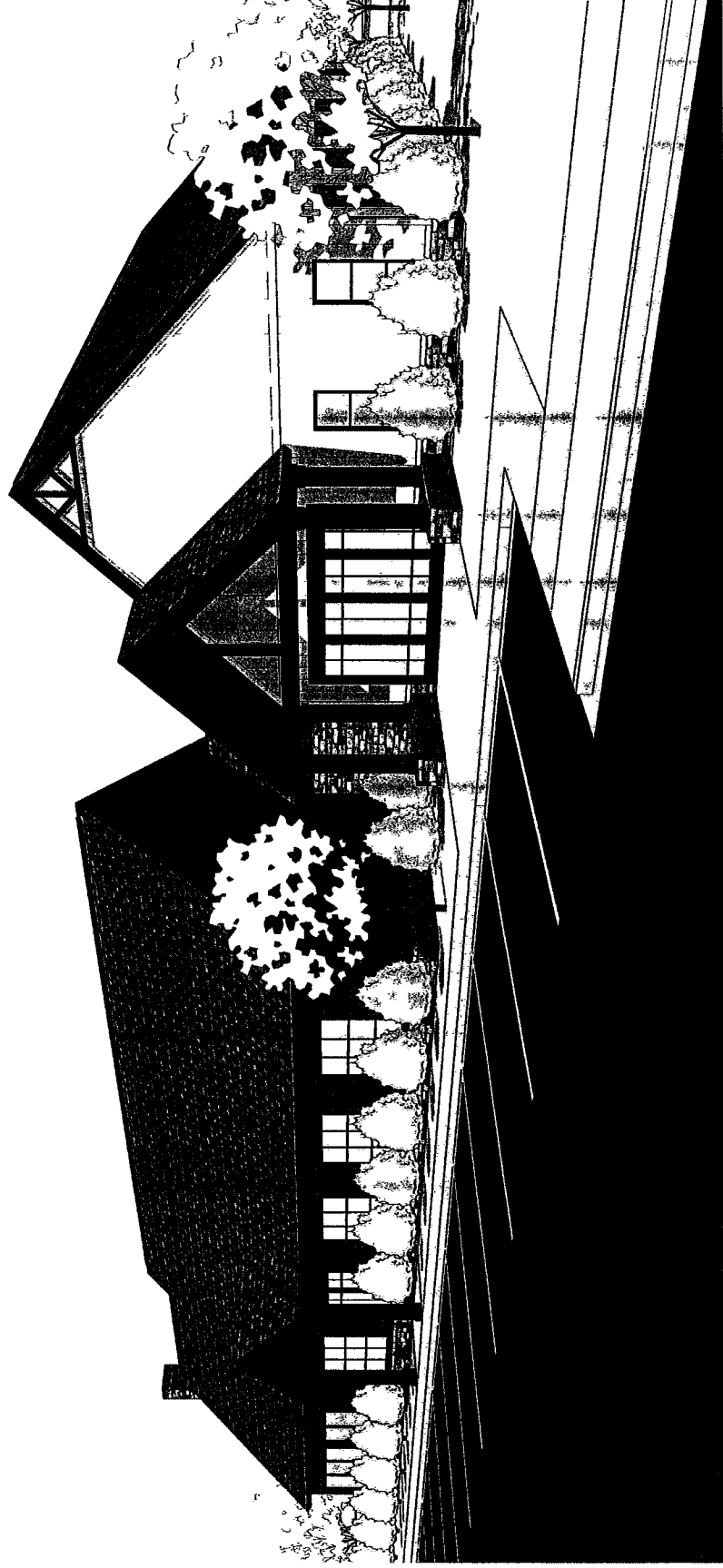


CLUBHOUSE SIDE ELEVATION
Scale: 1/8" = 1'-0"



VIEW LOOKING AT APARTMENT FRONT ELEVATION

5/3



VIEW LOOKING AT CLUBHOUSE FRONT ELEVATION

| | | |
|---|---|--|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 07/07/2020 |
| REPORTS & RECOMMENDATIONS | A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A WRESTLING GYMNASIUM AND INSTRUCTION USE UPON PROPERTY LOCATED AT 9760 SOUTH 60TH STREET (BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC, APPLICANT, ASKREN PROPERTIES, LLC, PROPERTY OWNER) | ITEM NUMBER <i>G.6.</i> |
| <p>The Askren Wrestling Academy Special use and Site Plan were first heard by Plan Commission at their April 9, 2020 and May 27, 2020 meetings. The item was referred to the Economic Development Commission (EDC) to elicit feedback on the appropriateness of the Special Use for the location and the Site Plan, due to parking demand and impacts to surrounding businesses. The EDC heard the item at their June 1, 2020 meeting and recommended several conditions to both resolutions to alleviate these concerns. The Plan Commission affirmed these recommendations.</p> <p>At the regular meeting of the Plan Commission on June 18, 2020, following a properly noticed public hearing, the following action was approved: a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for a wrestling gymnasium and instruction use upon property located at 9760 South 60th Street. The Plan Commission's recommendations in regard to the subject Special Use has been reflected in the attached draft Resolution. These also reflect the EDC recommendations.</p> <p>At said meeting of the Plan Commission, a Site Plan amendment for the subject property was also approved with conditions.</p> <p>A neighboring business owner noted an objection to the proposed business at Plan Commission; that objection has since been withdrawn as it was satisfied by the proposed conditions of approval. The alderperson for District 4 has also presented an objection; a copy of that letter is attached.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to approve Resolution 2020-_____, imposing conditions and restrictions for the approval of a Special Use for a wrestling gymnasium and instruction use upon property located at 9760 South 60th Street (Benjamin M. Askren, Askren Wrestling Academy, LLC, Applicant).</p> | | |

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 3-23-20, Redraft 06-12-2020]

RESOLUTION NO. 2020-_____

**A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A WRESTLING
GYMNASIUM AND INSTRUCTION USE UPON PROPERTY
LOCATED AT 9760 SOUTH 60TH STREET
(BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC, APPLICANT,
ASKREN PROPERTIES, LLC, PROPERTY OWNER)**

WHEREAS, Benjamin M. Askren, Askren Wrestling Academy, LLC having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7999 "Amusement and recreation services, not elsewhere classified" to allow for a wrestling gymnasium and instruction use (in an existing custom auto body and paint shop building which will be converted into an Askren Wrestling Academy gymnasium), upon property located at 9760 South 60th Street, bearing Tax Key No. 899-9993-004, more particularly described as follows:

Lot 4 of Certified Survey Map No. 1231, recorded March 16, 1970, in Reel 522, Images 1444 to 1446 inclusive, as Document No. 4515532, being a part of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of April, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

the City of Franklin, Wisconsin, that the petition of Benjamin M. Askren, Askren Wrestling Academy, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, as a wrestling gymnasium and instruction use, which shall be developed in substantial compliance with, and operated and maintained by Benjamin M. Askren, Askren Wrestling Academy, LLC, pursuant to those plans City file-stamped April 1, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Benjamin M. Askren, Askren Wrestling Academy, LLC wrestling gymnasium and instruction facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Benjamin M. Askren, Askren Wrestling Academy, LLC and the wrestling gymnasium and instruction use for the property located at 9760 South 60th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. Classes shall not begin before 5:30 PM or continue after 9:00 PM on weekdays.
5. Class size shall be limited to 36 students.
6. Class times shall be staggered by 30 minutes to allow for adequate turnover in the parking lot.

BE IT FURTHER RESOLVED, that in the event Benjamin M. Askren, Askren Wrestling Academy, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 3

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as

may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

As the Alderwoman for 4th District, I hope to welcome Askren Wrestling Academy to Franklin. I believe there is a significant demand for this type of business in the community.

However, I have significant concerns with the special use application particularly regarding the parking and traffic flow. This is a Limited Industrial District in which parking lots were not designed for high volume auto or pedestrian traffic. The applicant states that class sizes will be approximately, but not more than, 40 students per class, which, if there are 3 classes per evening, that could ultimately mean 120 vehicles coming in and out of the same driveway twice a night -- drop off and pick up. 240 vehicle entrances/exits per day, compressed into the same time period surrounding the beginning and end of classes.

When a car enters the property to drop off a student, they must go to the back of the building, let the child out, and then do a hairpin turn to exit the same way they came in. If, the 16 proposed parking spaces are full, there is virtually no space for that U-turn. I argue that it is not a safe situation for children exiting the building, to cross through that pick up line making a U-turn to make it to a car waiting in a parking space.

The applicant states that traffic "should" not be affected. However, the applicant also states that there "some additional drop off and pick up traffic will occur at the site", I think it may be reasonable to foresee congestion onto 60th street as cars line up to go to the back of the building, pick up a child, and U-turn around and back out that same driveway.

It is also my opinion that the parking lot is not properly lit for a facility where children will be crossing the parking lot in the dark. I only note one existing light pole and I would ask for that to be given additional review.



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of April 9, 2020

Special Use and Site Plan Amendment

RECOMMENDATION: City Development staff recommends approval of the Natural Resource Special Exception, subject to the conditions of approval in attached draft Resolutions

| | |
|---------------------------------------|---|
| Project Name: | Askren Wrestling Special Use and Site Plan |
| Project Address/Tax Key: | 9760 South 60 th Street/899 9993 004 |
| Property Owner: | Askren Properties LLC |
| Applicant: | Askren Wrestling Academy |
| Current Zoning: | M-1 Limited Industrial District |
| 2025 Comprehensive Plan: | Industrial |
| Use of Surrounding Properties: | M-1 Limited Industrial District |
| Action Requested: | Recommendation of approval of the Special Use and approval of the Site Plan Application |

Project Description and Analysis

The applicant, Ben Askren of Askren Wrestling Academy, filed applications for a Special Use and Site Plan Amendment to locate Askren Wrestling Gym within the existing building at 9760 S. 60th Street. Staff determined that a wrestling gym and instruction use is most appropriately classified Standard Industrial Classification Code No. 7999 Amusement and Recreation Services, Not Elsewhere Classified, a Special Use in the M-1 Limited Industrial District.

The subject property is approximately 0.58-acres (approximately 24,976 square feet) and consists of a 7,337 square foot building. The building has a height of about 18-feet. The applicant is proposing only minor exterior site changes. The applicant plans to restripe the parking lot to include 16 parking spaces, including one ADA accessible space. The parking spaces are 9-feet wide and 20-feet in length (180 square feet), which complies with Unified Development Ordinance standards. The applicant is also adding wheel stops to the parking lot. No other exterior site or building changes are proposed.

The applicant will be utilizing the entire building. The vast majority of the space will be the wrestling gym. There will also be a waiting area, office, and restrooms.

The business will have signage, which requires separate review and a Sign Permit issued by the Inspection Department.

Note that the applicant has provided responses to the General Standards for Special Uses found in Section 15-3.0701 of the UDO for Plan Commission and Common Council review.

Recommendation

A motion to recommend approval of the Special Use for Askren Wrestling and a motion to approve the Site Plan, contingent upon approval of the Special Use, and subject to the conditions in the attached draft resolution.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 3-23-20]

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A WRESTLING
GYMNASIUM AND INSTRUCTION USE UPON PROPERTY
LOCATED AT 9760 SOUTH 60TH STREET
(BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC, APPLICANT,
ASKREN PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, Benjamin M. Askren, Askren Wrestling Academy, LLC having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7999 "Amusement and recreation services, not elsewhere classified" to allow for a wrestling gymnasium and instruction use (in an existing custom auto body and paint shop building which will be converted into an Askren Wrestling Academy gymnasium), upon property located at 9760 South 60th Street, bearing Tax Key No. 899-9993-004, more particularly described as follows:

Lot 4 of Certified Survey Map No. 1231, recorded March 16, 1970, in Reel 522, Images 1444 to 1446 inclusive, as Document No. 4515532, being a part of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of April, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

the City of Franklin, Wisconsin, that the petition of Benjamin M. Askren, Askren Wrestling Academy, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, as a wrestling gymnasium and instruction use, which shall be developed in substantial compliance with, and operated and maintained by Benjamin M. Askren, Askren Wrestling Academy, LLC, pursuant to those plans City file-stamped April 1, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Benjamin M. Askren, Askren Wrestling Academy, LLC wrestling gymnasium and instruction facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Benjamin M. Askren, Askren Wrestling Academy, LLC and the wrestling gymnasium and instruction use for the property located at 9760 South 60th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that in the event Benjamin M. Askren, Askren Wrestling Academy, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as
BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SPECIAL USE

may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2020-____

A RESOLUTION APPROVING A SITE PLAN FOR ALTERATIONS TO
THE INTERIOR OF AN EXISTING CUSTOM AUTO BODY AND PAINT
SHOP AND MINOR EXTERIOR SITE MODIFICATIONS TO ALLOW
FOR THE OPERATION OF ASKREN WRESTLING ACADEMY
(9760 SOUTH 60TH STREET)
(BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC,
APPLICANT, ASKREN PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, Benjamin M. Askren, Askren Wrestling Academy, LLC having applied for approval of a proposed site plan to allow for interior building alterations to an existing custom auto body and paint shop, including the addition of two Americans with Disabilities Act restrooms, construction of a small office and finish improvements, and exterior site modifications, including parking lot restriping (to include 16 parking spaces, including one Americans with Disabilities Act accessible space) and the addition of wheel stops, property located at 9760 South 60th Street; and

WHEREAS, the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0421 of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan to allow for interior building alterations to an existing custom auto body and paint shop, including the addition of two Americans with Disabilities Act restrooms, construction of a small office and finish improvements, and exterior site modifications, including parking lot restriping and the addition of wheel stops, as depicted upon the plans dated April 1, 2020, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions:

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications dated April 1, 2020.
2. Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, and any developer of the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SITE PLAN
RESOLUTION NO. 2020-_____

Page 2

incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, located at 9760 South 60th Street (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. That the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Chairman

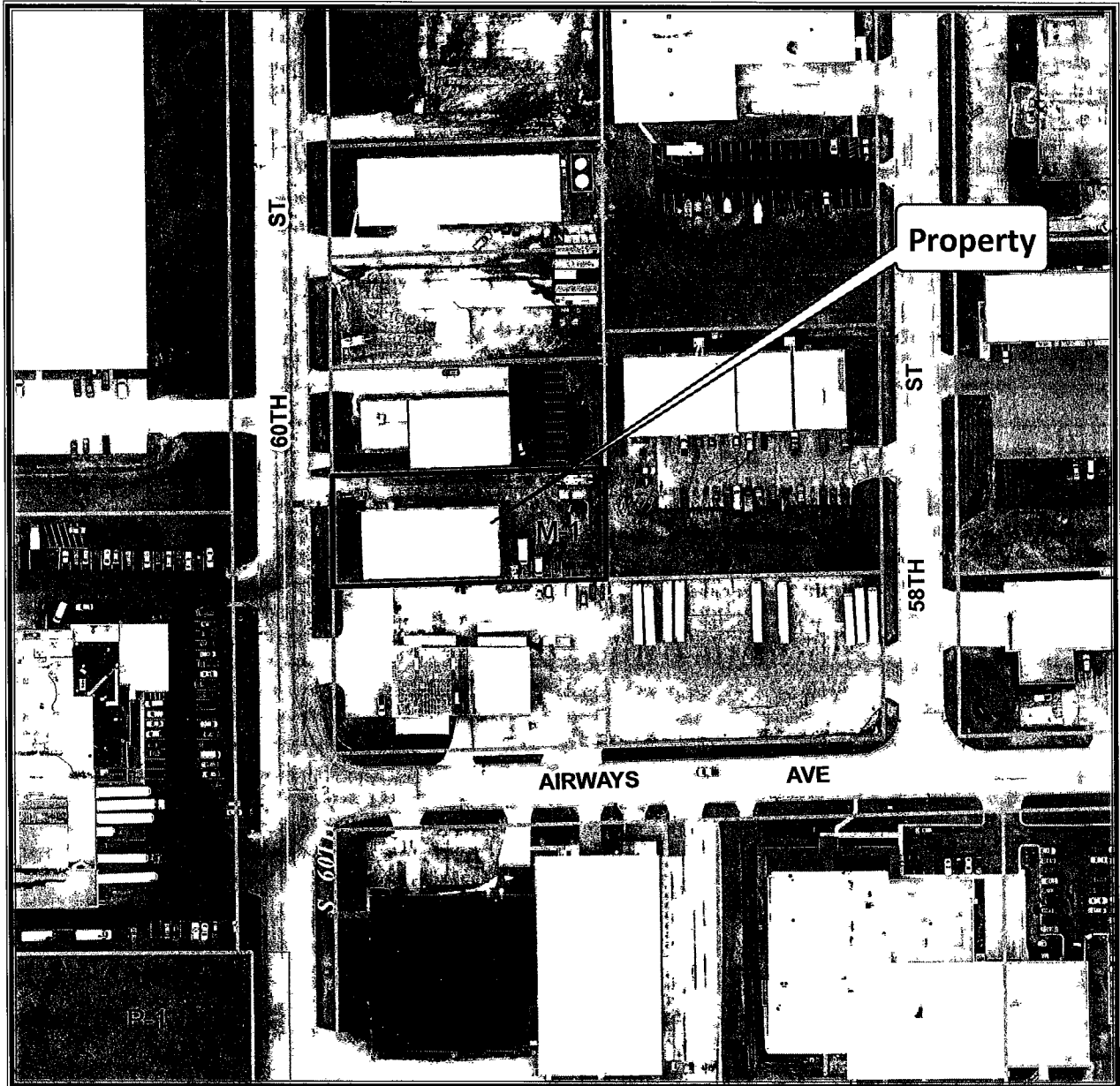
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



9760 S. 60th Street
TKN: 899 9993 004



Planning Department
(414) 425-4024

0 87.5 175 350 Feet

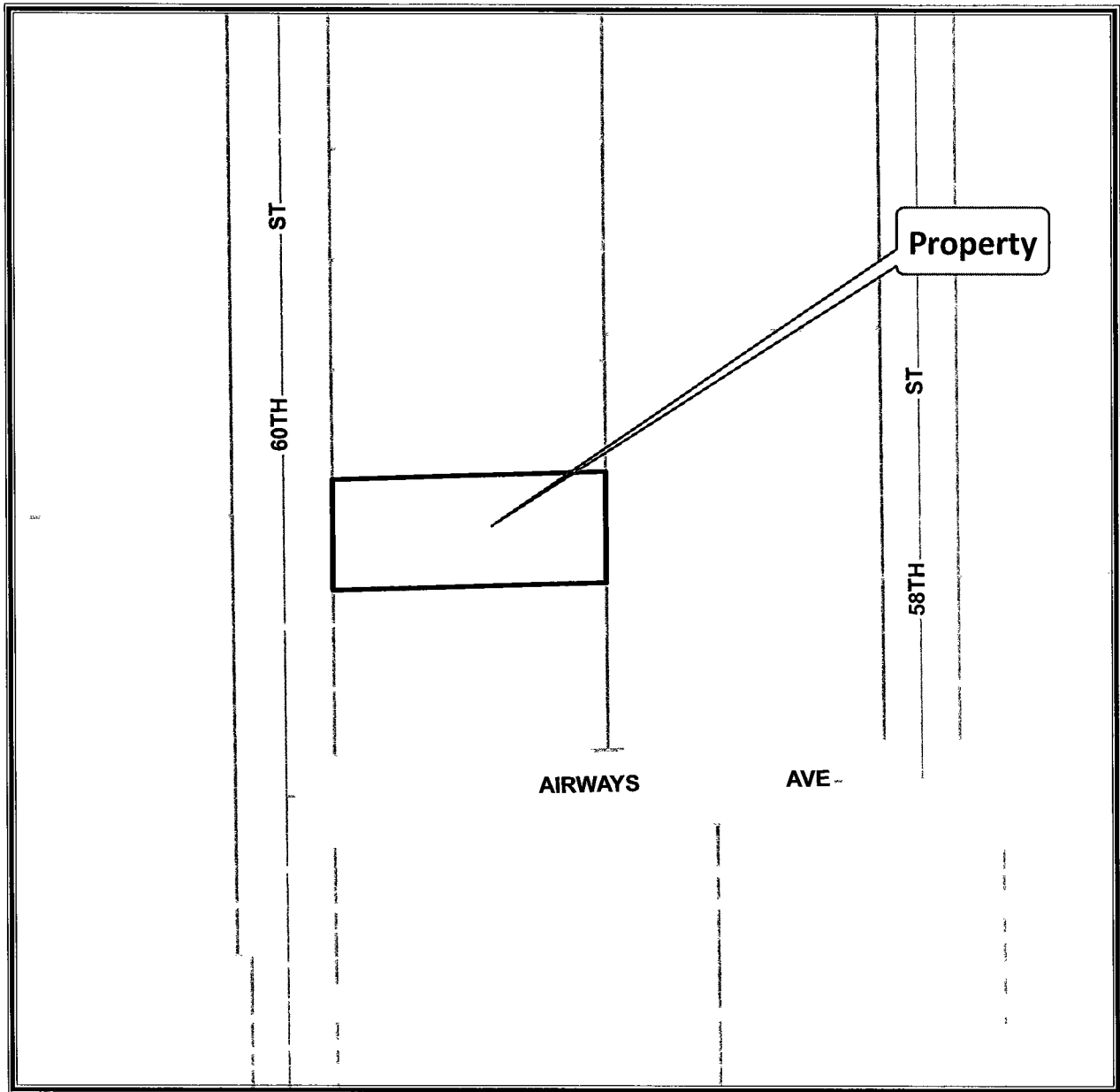
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering, or surveying purposes.



2017 Aerial Photo



9760 S. 60th Street
TKN: 899 9993 004



Planning Department
(414) 425-4024

0 87.5 175 350 Feet

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



2017 Aerial Photo



City of Franklin Special Use Application
March 30, 2020

Project Summary

Askren Wrestling Academy is proposing to convert the existing building at 9760 South 60th Street from its current use as a custom auto body and paint shop to a Wrestling Academy Gym. Wrestling gyms/gymnasiums, do not fall under the permitted uses of the M-1 Zoning District, hence the submittal of this Special Use Application. Class sizes are capped at 40 students, only one class will be conducted at a time in the space, however multiple classes will be conducted each evening. The project entails interior building modifications and parking restriping on the site. Signage modifications will be required, but will be submitted under a separate signage permit request.

The interior alterations to the space include adding two new ADA restrooms, a small office and finish improvements. There are no plans to modify the exterior of the building or the site other than the parking restriping and added wheel stops as shown on the enclosed site plan. Site improvement costs will be limited to parking striping and wheel stops and is estimated at \$4,000. Interior improvements are being budget estimated now, however a rough estimate for the interior work would be approximately \$80,000.



City of Franklin Special Use Application
December 26, 2019

Response to General Standards

The following narrative outlines our response to the General Standards outlined in 15-3 0701 of the City of Franklin's Unified Development Ordinance. We have outlined the response to mirror the format of the General Standards found in the aforementioned code section

A General Standards No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following

1 Ordinance and Comprehensive Master Plan Purposes and Intent The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof

The proposed wrestling gym will be in harmony with the surrounding M-1 zoning district as the hours of operation will be opposite of the surrounding businesses. Classes will be held in the evenings and over the weekend and will not conflict with typical business hours of the surrounding M-1 uses.

2 No Undue Adverse Impact The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood

The proposed use will not impose any undue adverse impact on the surrounding properties or community. As noted above, use of this property will be at off hours compared to adjacent properties. The use will also be an amenity to the surrounding community, providing a facility and services which will be beneficial to Franklin residents.

3 No Interference with Surrounding Development The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations

No changes to the building or site (beyond parking striping) is proposed, therefore there will be no positive or negative change in the development's interference with surrounding developments. Operationally, as noted above, times of use will be opposite typical normal business hours for surrounding industrial uses.

4 Adequate Public Facilities The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities

Public facilities provided at the site will be adequate for the new use proposed.

5 No Traffic Congestion The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets

Due to the hours of operation, traffic in the surrounding industrial park should not be affected. The industrial park is not directly connected to any residential streets, so there should also be no adverse effect on any residential streets.

6 No Destruction of Significant Features The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance

The proposed new use will not require any damage or destruction of any natural, scenic or historic features.

7 Compliance with Standards The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use

We agree to abide by the applicable standards of the M-1 zoning. Askren Wrestling Academy is appropriate for a place which is not close to homes and fits in with industrial neighbors because of the required building type, (large open warehouse like space), and because it operates on an opposite schedule compared to it's neighbors.

B Special Standards for Specified Special Uses When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in § 15-3 0702 and 15-3 0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards

We are not aware of any special standards for this specific special use.

C Considerations In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following

1 Public Benefit Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community

The proposed use will provide a valuable service to the community, in particular see below for more information about Askren Wrestling Academy's mission:

A safe and challenging environment within a state-of-the-art facility

Since it's opening in April 2011, Askren Wrestling Academy continues to have a profound impact on wrestling. The Askren Wrestling Academy will prepare members to achieve success at the highest levels of Collegiate and International wrestling and will strive to develop a life-long passion for the sport. This may mean foregoing temporary success. Long term success will be accomplished through the development of mental toughness, persistence, a strong work-ethic and by encouraging initiative and innovation. These things will be stressed because they are the foundations for long term success in wrestling and in life.

2 Alternative Locations Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site

With other similar special uses in the industrial park, such as Swimtastic and Altius Gymnastics Academy, the proposed site is ideal for the proposed use. While other zoning districts could also be utilized for this use, the existing building and location are ideal for the proposed Wrestling Academy.

3 Mitigation of Adverse Impacts Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening

No adverse impacts to the immediate vicinity are expected based on the proposed use. Some additional drop off and pick up traffic will occur at the site, however that additional traffic will only occur during off hours of adjacent properties, thereby not adversely affecting those properties.

4 Establishment of Precedent of Incompatible Uses in the Surrounding Area Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area

With the existence of similar use properties in the business park (Swimtastic and Altius Gymnastics Academy), we do not believe that this new use will increase the likelihood of more intense or incompatible uses in the surrounding areas.





CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of May 7, 2020

Special Use and Site Plan Amendment

RECOMMENDATION: City Development staff recommends approval of the Natural Resource Special Exception, subject to the conditions of approval in attached draft Resolutions

| | |
|---------------------------------------|---|
| Project Name: | Askren Wrestling Special Use and Site Plan |
| Project Address/Tax Key: | 9760 South 60 th Street/899 9993 004 |
| Property Owner: | Askren Properties LLC |
| Applicant: | Askren Wrestling Academy |
| Current Zoning: | M-1 Limited Industrial District |
| 2025 Comprehensive Plan: | Industrial |
| Use of Surrounding Properties: | M-1 Limited Industrial District |
| Action Requested: | Recommendation of approval of the Special Use and approval of the Site Plan Application |

Project Description and Analysis

The applicant, Ben Askren of Askren Wrestling Academy, filed applications for a Special Use and Site Plan Amendment to locate Askren Wrestling Gym within the existing building at 9760 S. 60th Street. Staff determined that a wrestling gym and instruction use is most appropriately classified Standard Industrial Classification Code No. 7999 Amusement and Recreation Services, Not Elsewhere Classified, a Special Use in the M-1 Limited Industrial District.

The Plan Commission began discussion of this item at their April 9, 2020 meeting. The item was tabled to allow for the provision of additional information by both the Applicant and Staff. Specifically, the Plan Commission requested responses to the following:

1. Parking demand. Parking calculations required.
2. Traffic circulation. Is there a cross-access connection to the south?
3. Any comments from the Fire Dept? Any concerns about turn-around for fire trucks?

The subject property is approximately 0.58-acres (approximately 24,976 square feet) and consists of a 7,337 square foot building. The building has a height of about 18-feet. The applicant is proposing only minor exterior site changes. The applicant plans to restripe the parking lot to include 16 parking spaces, including one ADA accessible space. The parking spaces are 9-feet wide and 20-feet in length (180 square feet), which complies with Unified Development Ordinance standards. The applicant is also adding wheel stops to the parking lot. No other exterior site or building changes are proposed.

The applicant will be utilizing the entire building. The vast majority of the space will be the wrestling gym. There will also be a waiting area, office, and restrooms.

The business will have signage, which requires separate review and a Sign Permit issued by the Inspection Department.

Parking Demand

The UDO recommends parking ratios for certain uses; however, there is not a category specific to SIC 7999. According to Table 15-5.0203, parking requirements for a gymnasium when occupants are not seated is 0.25 parking spaces per person, based on permitted capacity. Where seated, the requirement is 0.3 parking spaces per seat. The applicant proposes to have 40 students per class; however, building capacity information was not provided. For 40 students, 10 parking spaces would be required if none are seated, or 12 parking spaces if all of them are.

Cross Access

There is not access proposed or provided to the parcel to the south, and staff did not find any cross access easements for the property. The property to the south has a fence around it.

Fire Department Comments

The Commission expressed concern that additional traffic might impose on the nearby fire station. Fire Chief Adam Remington's comments are attached for the Commission's review.

Note that the applicant has provided responses to the General Standards for Special Uses found in Section 15-3.0701 of the UDO for Plan Commission and Common Council review.

Recommendation

A motion to recommend approval of the Special Use for Askren Wrestling and a motion to approve the Site Plan, contingent upon approval of the Special Use, and subject to the conditions in the attached draft resolution.

RE: Special Use & Site Plan - Askren Wrestling Academy (9760 S. 60th)

Adam Remington

Sent: Friday, April 10, 2020 1:21 PM**To:** Marion Ecks

Marion,

There are four firehouses throughout Milwaukee County that are housing personnel and resources dedicated to responding to COVID-19 suspected patients. It is true that FFD #2 at 9911 S 60th is one of those locations; however, I do not anticipate that that should have any effect on any business in the area whatsoever, and we have no additional needs as far as distancing, access, or turnaround space. The wrestling academy at that location will have absolutely no impact on our operations, nor we on theirs

No concerns.

Thanks for checking though

Adam

From: Marion Ecks**Sent:** Friday, April 10, 2020 12:57 PM**To:** Adam Remington**Subject:** RE: Special Use & Site Plan - Askren Wrestling Academy (9760 S. 60th)

Chief Remington

This item was heard at Plan Commission last night, and was tabled because the Commission had several concerns and they wanted to give the Applicant an opportunity to respond.

One of the concerns was about fire trucks and questions related to a turn-around for those trucks near that property. I believe there is also an emergency center there or other facility related to COVID 19? In any case, I wanted to follow up with you to see if you have any concerns about the item. Our notes from the meeting are:

Item C3. Askren. Tabled to May 7.

- Parking demand. Parking calculations required.
- Traffic circulation. Is there a cross-access connection to the south?
- Any comments from the Fire Dept? Any concerns about turn-around for fire trucks?

Let me know if you have any questions or need more information.

Thanks,

Marion Ecks

Assistant Planner

Department of City Development

City of Franklin

414-425-4024

mecks@franklinwi.gov

9229 W Loomis Road
Franklin, Wisconsin 53132

Error! Filename not specified.

From: Adam Remington
Sent: Wednesday, February 12, 2020 3:40 PM
To: General Planning
Cc: Catherine Heder
Subject: Special Use & Site Plan - Askren Wrestling Academy (9760 S. 60th)

The fire department has no concerns with the proposed Special Use & Site Plan at this location. Existing fire protection systems may need to be modified in order to remain in compliance with their relevant codes/standards.



Adam Remington
Fire Chief | City of Franklin
414-425-1420 Station
414-427-7580 Desk
414-425-7067 Fax

This message is intended for the sole use of the individual and entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message.



CITY OF FRANKLIN



REPORT TO THE ECONOMIC DEVELOPMENT COMMISSION

Meeting of June 1, 2020

Special Use and Site Plan Amendment

RECOMMENDATION: City Development staff recommends approval of the Special Use and Site Plan, subject to the conditions of approval in the attached draft Resolutions

| | |
|---------------------------------------|---|
| Project Name: | Askren Wrestling Special Use and Site Plan |
| Project Address/Tax Key: | 9760 South 60 th Street/899 9993 004 |
| Property Owner: | Askren Properties LLC |
| Applicant: | Askren Wrestling Academy |
| Current Zoning: | M-1 Limited Industrial District |
| 2025 Comprehensive Plan: | Industrial |
| Use of Surrounding Properties: | M-1 Limited Industrial District |
| Action Requested: | Recommendation of approval of the Special Use and approval of the Site Plan Application |

Project Description and Analysis

The applicant, Ben Askren of Askren Wrestling Academy, filed applications for a Special Use and Site Plan Amendment to locate Askren Wrestling Gym within the existing building at 9760 S. 60th Street. Staff determined that a wrestling gym and instruction use is most appropriately classified Standard Industrial Classification Code No. 7999 Amusement and Recreation Services, Not Elsewhere Classified, an allowed Special Use in the M-1 Limited Industrial District.

The applicant has provided responses to the General Standards for Special Uses found in Section 15-3.0701 of the UDO for Plan Commission and Common Council review.

The Plan Commission discussed this item at their April 9, 2020 and May 27, 2020 meetings. The item was referred to the Economic Development Commission to elect feedback on the appropriateness of the Special Use for the location, and the site plan due to parking demand and impacts to surrounding businesses. It can be noted that other sports training facilities are present in the Business Park.

The subject property is approximately 0.58-acres (approximately 24,976 square feet) and consists of a 7,337 square foot building. The building has a height of about 18-feet. The applicant is proposing only minor exterior site changes.

The applicant initially proposed utilizing the entire building, with the vast majority of the space for the wrestling gym. There will also be a waiting area, office, and restrooms. Since parking calculations are typically based on building square footage, the applicant has proposed that the tenant business, Askren Wrestling Academy which is seeking the Special Use, might use only a smaller portion of the building.

The applicant plans to restripe the parking lot to include 16 parking spaces, including one ADA accessible space. The parking spaces are 9-feet wide and 20-feet in length (180 square feet),

which complies with Unified Development Ordinance standards. The applicant is also adding wheel stops to the parking lot. No other exterior site or building changes are proposed.

The business will have signage, which requires separate review and a Sign Permit issued by the Inspection Department.

Parking Demand

The UDO recommends parking ratios for certain uses; however, there is not a category specific to SIC 7999. According to Table 15-5.0203, parking requirements for a gymnasium when occupants are not seated is 0.25 parking spaces per person, based on permitted capacity. The applicant proposes to have a maximum of 40 students per class. For 40 students, 10 parking spaces would be required if none are seated, or 12 parking spaces if all of them are. If calculating parking based on square footage using the standard for a spa or health club, 4 parking spaces would be required for each 1,000 square feet of floor area. If the applicant uses the full building, 30 spaces would be required under the health club standards.

The applicant has proposed limiting the square footage of the building used for the wrestling academy, or limiting class size, in order to answer concerns about parking. The Common Council may allow or require this as part of a Special Use approval. Further, Plan Commission and Common Council may set parking and queueing requirements above or below the base requirements, including shared parking, provided the proposal meets the standards of §15-5.0203.B to show evidence that parking demand will be met, and vehicle stacking will not interfere with roadways, parking lot circulation or pedestrian safety.

Should the Economic Development Commission wish to propose conditions, Staff would suggest limiting class size to address concerns about about parking demand.

Street parking is not permitted on South 60th St.

Cross Access

There is no access proposed or provided to the parcel to the south, and staff did not find any cross access easements for the property. The property to the south has a fence around it.

Fire Department Comments

The Plan Commission expressed concern that additional traffic might impose on the nearby fire station. Fire Chief Adam Remington's comments are attached for the Commission's review.

Fire Department Comments

Nighborhing Business Comments

It should be noted that the owners of Knighthawk Ventures, located at 9740 S. 60th St. have lodged an objection to the application for a special use. A copy of that objection is attached.

Recommendation

A motion to recommend approval of the Special Use for Askren Wrestling and a motion to recommend approval the Site Plan, contingent upon approval of the Special Use, and subject to the conditions in the attached draft resolution.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 3-23-20]

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A WRESTLING
GYMNASIUM AND INSTRUCTION USE UPON PROPERTY
LOCATED AT 9760 SOUTH 60TH STREET
(BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC, APPLICANT,
ASKREN PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, Benjamin M. Askren, Askren Wrestling Academy, LLC having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7999 "Amusement and recreation services, not elsewhere classified" to allow for a wrestling gymnasium and instruction use (in an existing custom auto body and paint shop building which will be converted into an Askren Wrestling Academy gymnasium), upon property located at 9760 South 60th Street, bearing Tax Key No. 899-9993-004, more particularly described as follows:

Lot 4 of Certified Survey Map No. 1231, recorded March 16, 1970, in Reel 522, Images 1444 to 1446 inclusive, as Document No. 4515532, being a part of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of April, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

the City of Franklin, Wisconsin, that the petition of Benjamin M. Askren, Askren Wrestling Academy, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, as a wrestling gymnasium and instruction use, which shall be developed in substantial compliance with, and operated and maintained by Benjamin M. Askren, Askren Wrestling Academy, LLC, pursuant to those plans City file-stamped April 1, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Benjamin M. Askren, Askren Wrestling Academy, LLC wrestling gymnasium and instruction facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Benjamin M. Askren, Askren Wrestling Academy, LLC and the wrestling gymnasium and instruction use for the property located at 9760 South 60th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that in the event Benjamin M. Askren, Askren Wrestling Academy, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SPECIAL USE

may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2020-_____

A RESOLUTION APPROVING A SITE PLAN FOR ALTERATIONS TO
THE INTERIOR OF AN EXISTING CUSTOM AUTO BODY AND PAINT
SHOP AND MINOR EXTERIOR SITE MODIFICATIONS TO ALLOW
FOR THE OPERATION OF ASKREN WRESTLING ACADEMY
(9760 SOUTH 60TH STREET)
(BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC,
APPLICANT, ASKREN PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, Benjamin M. Askren, Askren Wrestling Academy, LLC having applied for approval of a proposed site plan to allow for interior building alterations to an existing custom auto body and paint shop, including the addition of two Americans with Disabilities Act restrooms, construction of a small office and finish improvements, and exterior site modifications, including parking lot restriping (to include 16 parking spaces, including one Americans with Disabilities Act accessible space) and the addition of wheel stops, property located at 9760 South 60th Street; and

WHEREAS, the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0421 of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan to allow for interior building alterations to an existing custom auto body and paint shop, including the addition of two Americans with Disabilities Act restrooms, construction of a small office and finish improvements, and exterior site modifications, including parking lot restriping and the addition of wheel stops, as depicted upon the plans dated April 1, 2020, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions:

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications dated April 1, 2020.
2. Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, and any developer of the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SITE PLAN
RESOLUTION NO. 2020-_____

Page 2

incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, located at 9760 South 60th Street (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. That the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Chairman

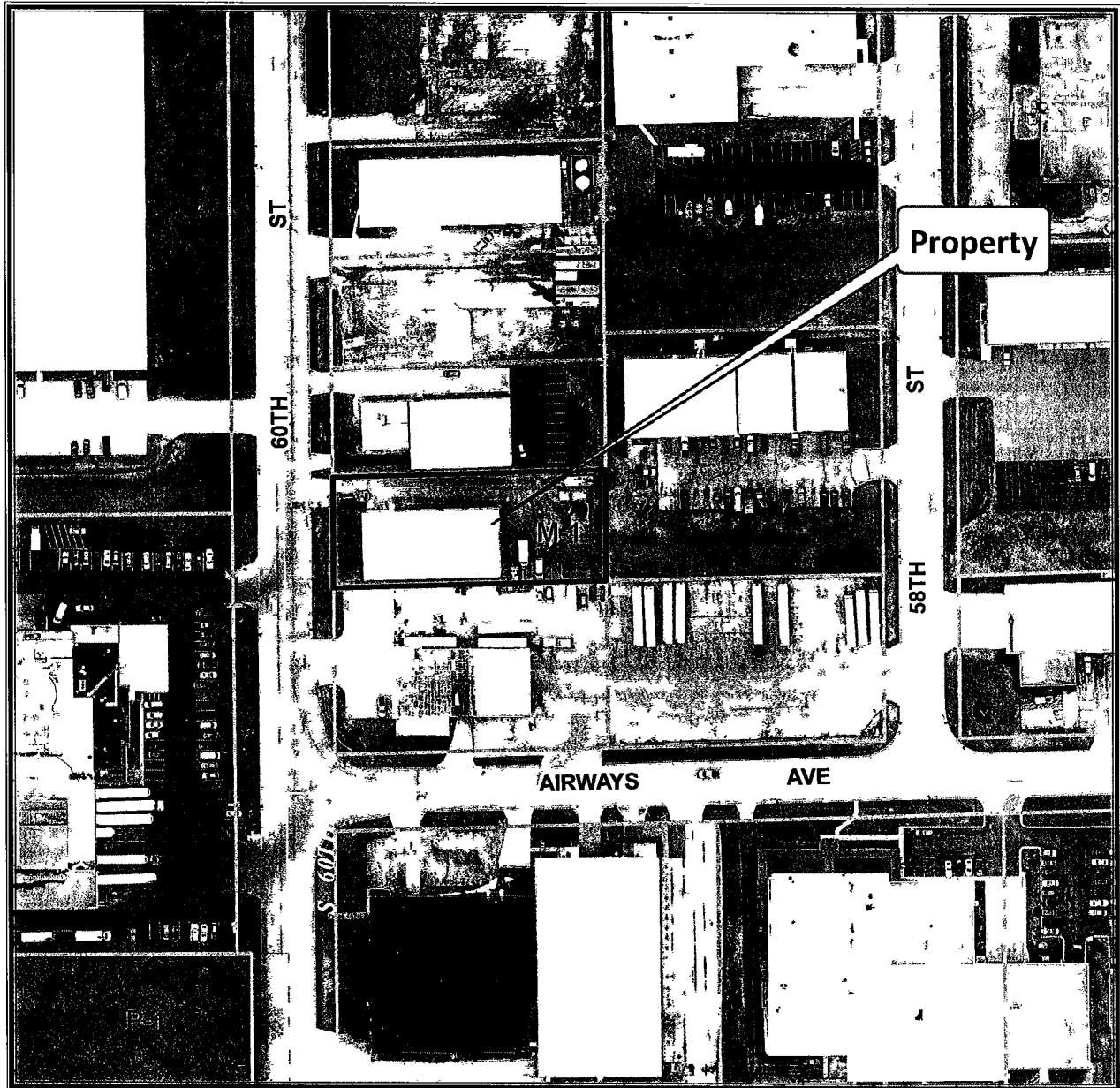
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



9760 S. 60th Street
TKN: 899 9993 004



Planning Department
(414) 425-4024

0 87.5 175 350 Feet

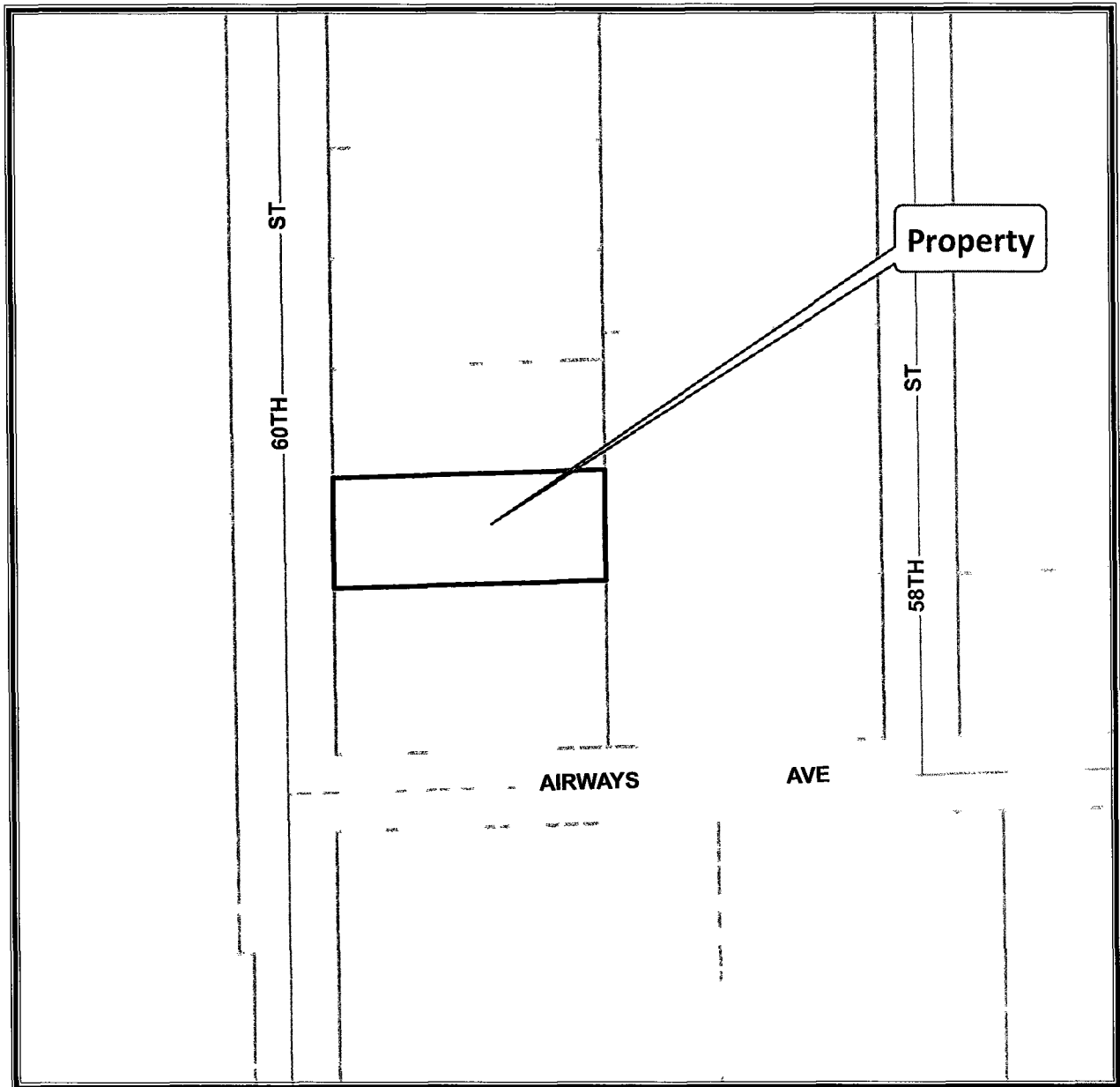


2017 Aerial Photo

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



9760 S. 60th Street
TKN: 899 9993 004



Planning Department
(414) 425-4024

0 87.5 175 350 Feet

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



2017 Aerial Photo



City of Franklin Special Use Application
March 30, 2020

Project Summary

Askren Wrestling Academy is proposing to convert the existing building at 9760 South 60th Street from it's current use as a custom auto body and paint shop to a Wrestling Academy Gym. Wrestling gyms/gymnasiums, do not fall under the permitted uses of the M-1 Zoning District, hence the submittal of this Special Use Application. Class sizes are capped at 40 students, only one class will be conducted at a time in the space, however multiple classes will be conducted each evening. The project entails interior building modifications and parking restriping on the site. Signage modifications will be required, but will be submitted under a separate signage permit request.

The interior alterations to the space include adding two new ADA restrooms, a small office and finish improvements. There are no plans to modify the exterior of the building or the site other than the parking restriping and added wheel stops as shown on the enclosed site plan. Site improvement costs will be limited to parking striping and wheels stops and is estimated at \$4,000 Interior improvements are being budget estimated now, however a rough estimate for the interior work would be approximately \$80,000.



City of Franklin Special Use Application
December 26, 2019

Response to General Standards

The following narrative outlines our response to the General Standards outlined in 15-3.0701 of the City of Franklin's Unified Development Ordinance. We have outlined the response to mirror the format of the General Standards found in the aforementioned code section.

A General Standards No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following

1 Ordinance and Comprehensive Master Plan Purposes and Intent The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof

The proposed wrestling gym will be in harmony with the surrounding M-1 zoning district as the hours of operation will be opposite of the surrounding businesses. Classes will be held in the evenings and over the weekend and will not conflict with typical business hours of the surrounding M-1 uses.

2 No Undue Adverse Impact The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood

The proposed use will not impose any undue adverse impact on the surrounding properties or community. As noted above, use of this property will be at off hours compared to adjacent properties. The use will also be an amenity to the surrounding community, providing a facility and services which will be beneficial to Franklin residents.

3 No Interference with Surrounding Development The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

No changes to the building or site (beyond parking striping) is proposed, therefore there will be no positive or negative change in the development's interference with surrounding developments. Operationally, as noted above, times of use will be opposite typical normal business hours for surrounding industrial uses.

4 Adequate Public Facilities The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities

Public facilities provided at the site will be adequate for the new use proposed.

5 No Traffic Congestion The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets

Due to the hours of operation, traffic in the surrounding industrial park should not be affected. The industrial park is not directly connected to any residential streets, so there should also be no adverse effect on any residential streets.

6 No Destruction of Significant Features The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance

The proposed new use will not require any damage or destruction of any natural, scenic or historic features.

7 Compliance with Standards The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use

We agree to abide by the applicable standards of the M-1 zoning. Askren Wrestling Academy is appropriate for a place which is not close to homes and fits in with industrial neighbors because of the required building type, (large open warehouse like space), and because it operates on an opposite schedule compared to it's neighbors.

B Special Standards for Specified Special Uses When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in § 15-3 0702 and 15-3 0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards

We are not aware of any special standards for this specific special use.

C Considerations In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following

1 Public Benefit Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community

The proposed use will provide a valuable service to the community, in particular see below for more information about Askren Wrestling Academy's mission:

A safe and challenging environment within a state-of-the-art facility

Since it's opening in April 2011, Askren Wrestling Academy continues to have a profound impact on wrestling. The Askren Wrestling Academy will prepare members to achieve success at the highest levels of Collegiate and International wrestling and will strive to develop a life-long passion for the sport. This may mean foregoing temporary success. Long term success will be accomplished through the development of mental toughness, persistence, a strong work-ethic and by encouraging initiative and innovation. These things will be stressed because they are the foundations for long term success in wrestling and in life.

2 Alternative Locations Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site

With other similar special uses in the industrial park, such as Swimtastic and Altius Gymnastics Academy, the proposed site is ideal for the proposed use. While other zoning districts could also be utilized for this use, the existing building and location are ideal for the proposed Wrestling Academy.

3 Mitigation of Adverse Impacts Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening

No adverse impacts to the immediate vicinity are expected based on the proposed use. Some additional drop off and pick up traffic will occur at the site, however that additional traffic will only occur during off hours of adjacent properties, thereby not adversely affecting those properties.

4 Establishment of Precedent of Incompatible Uses in the Surrounding Area Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area

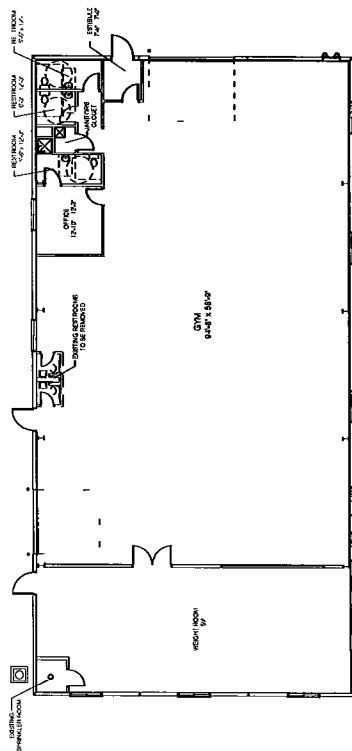
With the existence of similar use properties in the business park (Swimtastic and Altius Gymnastics Academy), we do not believe that this new use will increase the likelihood of more intense or incompatible uses in the surrounding areas.

TENANT IMPROVEMENT FOR: ASKREN WRESTLING ACADEMY

9760 60TH STREET
FRANKLIN, WI 53132

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architecture

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ph. 414.778.8801 | www.instudioarch.com

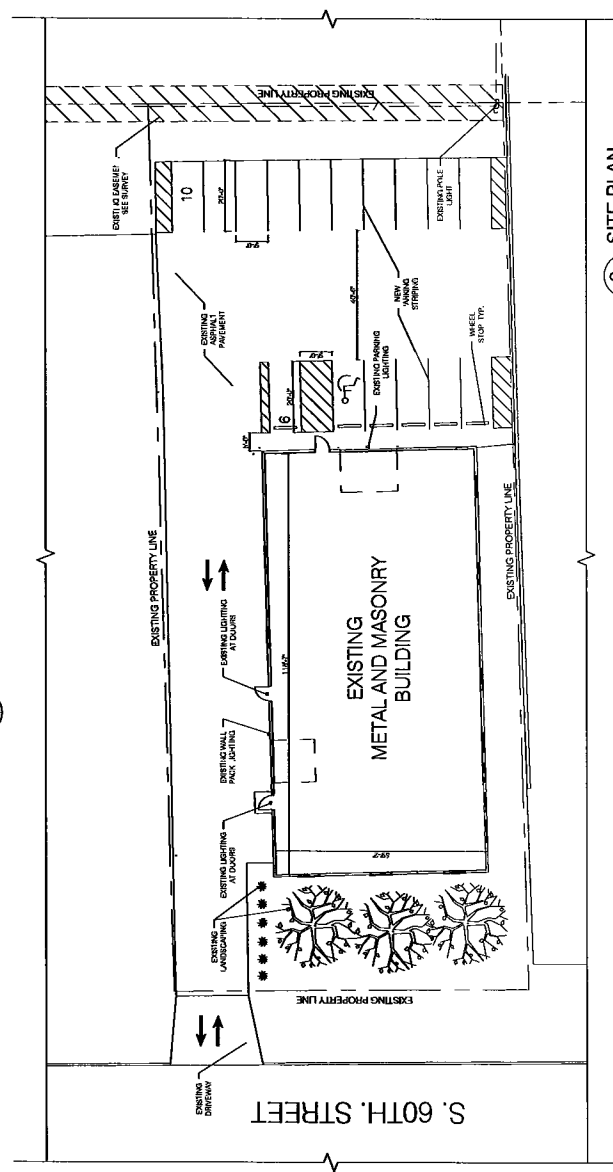


| SITE INFORMATION: | |
|---------------------------|-----------|
| LOT AREA: | 54,874 SF |
| STANDARD ACCESSIBLE: | 15 |
| EXISTING BUILDING AREA: | 7,257 SF |
| EXISTING BUILDING HEIGHT: | 18'-0" |

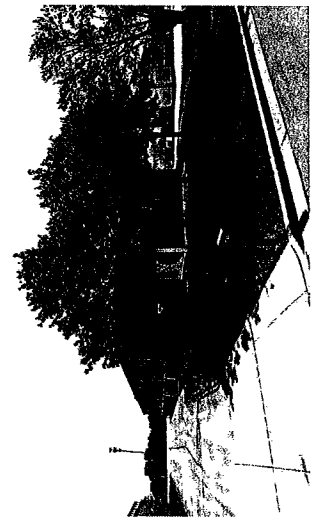
| OWNER INFORMATION: | |
|-------------------------------|--|
| ASKREN WRESTLING ACADEMY | |
| 2545 W. WISCONSIN AVE. S. 100 | |
| FRANKLIN, WI 53132 | |
| WWW.ASKRENWRESTLING.COM | |

TENANT IMPROVEMENT FOR
ASKREN WRESTLING ACADEMY
9760 60TH STREET
FRANKLIN, WI 53132

1 PROPOSED FLOOR PLAN
1/4" = 1'-0"



2 SITE PLAN
1/4" = 1'-0"



STREET VIEW OF EXISTING BUILDING

SPECIAL USE AMENDMENT APPLICATION

SHEET TITLE
TITLE SHEET: SHEET WORK: SITE
INFORMATION: SITE PLAN AND
PROPOSED FLOOR PLAN

PROJECT INFO
Project Name: Askren Wrestling Academy
Project No.: 2020-001
Project Date: 10/10/2020

REVISIONS
No. Rev. Description

CK
Drawn By: [Name]
10/10/2020
Project No.: 2020-001
Project Date: 10/10/2020

A1.0

© 2020 in.studio architecture, LLC

RE: Special Use & Site Plan - Askren Wrestling Academy (9760 S. 60th)

Adam Remington

Sent: Friday, April 10, 2020 1:21 PM**To:** Marion Ecks

Marion,

There are four firehouses throughout Milwaukee County that are housing personnel and resources dedicated to responding to COVID-19 suspected patients. It is true that FFD #2 at 9911 S 60th is one of those locations; however, I do not anticipate that that should have any effect on any business in the area whatsoever, and we have no additional needs as far as distancing, access, or turnaround space. The wrestling academy at that location will have absolutely no impact on our operations, nor we on theirs.

No concerns.

Thanks for checking though.

Adam

From: Marion Ecks**Sent:** Friday, April 10, 2020 12:57 PM**To:** Adam Remington**Subject:** RE: Special Use & Site Plan - Askren Wrestling Academy (9760 S. 60th)

Chief Remington

This item was heard at Plan Commission last night, and was tabled because the Commission had several concerns and they wanted to give the Applicant an opportunity to respond.

One of the concerns was about fire trucks and questions related to a turn-around for those trucks near that property. I believe there is also an emergency center there or other facility related to COVID 19? In any case, I wanted to follow up with you to see if you have any concerns about the item. Our notes from the meeting are:

Item C3. Askren. Tabled to May 7.

- Parking demand. Parking calculations required.
- Traffic circulation. Is there a cross-access connection to the south?
- Any comments from the Fire Dept? Any concerns about turn-around for fire trucks?

Let me know if you have any questions or need more information.

Thanks,

Marion Ecks

Assistant Planner

Department of City Development

City of Franklin

414-425-4024

mecks@franklinwi.gov

9229 W Loomis Road
Franklin, Wisconsin 53132

Error! Filename not specified.

From: Adam Remington
Sent: Wednesday, February 12, 2020 3:40 PM
To: General Planning
Cc: Catherine Heder
Subject: Special Use & Site Plan - Askren Wrestling Academy (9760 S. 60th)

The fire department has no concerns with the proposed Special Use & Site Plan at this location. Existing fire protection systems may need to be modified in order to remain in compliance with their relevant codes/standards.



Adam Remington
Fire Chief | City of Franklin
414-425-1420 Station
414-427-7580 Desk
414-425-7067 Fax

This message is intended for the sole use of the individual and entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message.

GEORGE A. AFFELDT
1909-1952
GEORGE R. AFFELDT
1948-2001

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DAVID A. AFFELDT
STEVEN A. AFFELDT
JOHN A. AFFELDT
NATHAN W. ECKLEY*

OFFICE MANAGER
KIRSTY REARDON

May 28, 2020

Via email: CBerg@franklinwi.gov

Calli Berg
Director of Economic Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Knighthawk Ventures, LLC ("Knighthawk")
Objection to Askren Wrestling Academy, LLC ("Askren") Application for Special Use

Dear Ms. Berg:

Please be advised that our office represents Knighthawk, the owner of the property located at 9740 South 60th Street, Franklin, Wisconsin (the "Knighthawk Property"). Our client has advised us of an Application for Special Use filed by Askren for its use of the adjacent land and building located at 9760 South 60th Street, Franklin, Wisconsin (the "Askren Property"). This letter is provided in support of Knighthawk's objection to Askren's application and intended use of the Askren Property.

As you are aware, the Knighthawk Property and the Askren Property are located in the Franklin Industrial Park. The Askren Property was previously used as a custom auto body and paint shop. The current application requests that the Askren Property use be converted to allow for amusement and recreation, including a wrestling gymnasium and wrestling instruction facility. This request significantly diverges from the typical uses allowed in the M-1 zoning classification and the Franklin Industrial Park. If allowed, it would also create a substantial risk of injury or harm to guests and invitees at the Askren Property from other currently allowed uses, including Knighthawk's use of its property.

First, and importantly, the M-1 Limited Industrial District zoning is intended for industrial business activity. The Askren Property's prior use for auto body work and painting was ideally suited for the Industrial Park, as it provided space for a business activity with limited public interaction, limited traffic flow and for an activity that requires separation from the general public for safety reasons. Askren's request for a wrestling gymnasium and instructional facility is most appropriately classified as retail services, with high general public interaction, high traffic volume and customer interaction that involves youth and parents. This intended use is

therefore incompatible in the Industrial Park's zoning and with the existing and other intended uses as it does not comport with the purposes and intent of this zoning classification.

Second, the Askren Property lacks the appropriate size and access to accommodate the parking and flow of traffic for both the employees and students of a wrestling academy. The lot is a small space with one point of entrance. Its design suits parking for a small number of employees who arrive at the start of the workday, stay for the duration of their shift, and then leave at the end of their workday. It is not suitable for the coming and going of students attending hourly classes, who will arrive and leave en masse throughout the day. A large lot that has both ingress and egress access would be ideal for this sort of high traffic. The small and narrow space of the Askren Property's parking lot will not only make it difficult for vehicles to maneuver; it could also cause traffic back-ups on 60th Street. Furthermore, the Askren Property adjoins with the Knighthawk Property at the rear of both lots, which would make it both possible and likely that the academy's students would exit out of our client's driveway. Given that parking is not allowed on 60th Street, it is also likely that the academy's overflow traffic would end up parking on our client's property. This is not acceptable, as it would cause substantial wear and tear on the Knighthawk Property. Additionally, it adversely impacts and interferes with our client's valid use of their property and creates potential legal liability for them.

Third, even setting aside the inconvenience of the narrow lot, this use of the Askren Property would still pose a risk of harm to the public. A substantial number of vehicles coming and going in a narrow space that has one authorized path for exit and entrance to a high-traffic road like 60th Street is likely to cause congestion. In addition to this problem, the area's industrial zoning and the large number of industrial businesses do not make a suitable environment for children. An area where massive FedEx freight trucks (which, according to FedEx's website, can weigh up to 20,000 lbs.) pull in to loading docks does not offer a safe and secure environment for the recreational activities of children.

And finally, it is important to note that the approval of Askren's application would establish a precedent for other incompatible uses in the Industrial Park. Carving out retail activities that encroach upon the current intended industrial uses opens the door for other unsuited business activity. The public benefit would be better served by businesses, such as Askren, to find an alternative location outside of the Industrial Park and in more suitable zoning classifications. Therefore, we believe the application should be denied for all of the above-stated reasons.

Calli Berg
May 27, 2020
Page 3

On behalf of our client, we thank you in advance for your consideration of this letter and your consideration on this matter.

Very truly yours,

AFFELDT LAW OFFICES, S.C.

A handwritten signature in black ink, appearing to read "David A. Affeldt", written in a cursive style.

David A. Affeldt
david.affeldt@affeldtlaw.com

DAA:bmw

Enclosure

cc: **Knighthawk Ventures, LLC (via email only)**
Alderwoman Shari Hanneman

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of June 18, 2020****Special Use and Site Plan Amendment**

RECOMMENDATION: City Development staff recommends approval of the Special Use and Site Plan, subject to the conditions of approval in the attached draft Resolutions

| | |
|---------------------------------------|---|
| Project Name: | Askren Wrestling Special Use and Site Plan |
| Project Address/Tax Key: | 9760 South 60 th Street/899 9993 004 |
| Property Owner: | Askren Properties LLC |
| Applicant: | Askren Wrestling Academy |
| Current Zoning: | M-1 Limited Industrial District |
| 2025 Comprehensive Plan: | Industrial |
| Use of Surrounding Properties: | M-1 Limited Industrial District |
| Action Requested: | Recommendation of approval of the Special Use and approval of the Site Plan Application |

Project Description and Analysis

The applicant, Ben Askren of Askren Wrestling Academy, filed applications for a Special Use and Site Plan Amendment to locate Askren Wrestling Gym within the existing building at 9760 S. 60th Street. This business is classified as SIC No. 7999 Amusement and Recreation Services, Not Elsewhere Classified, an allowed Special Use in the M-1 Limited Industrial District. It can be noted that other sports training facilities are present in the Business Park.

The Plan Commission discussed this item at their April 9, 2020 and May 27, 2020 meetings. The item was referred to the Economic Development Commission (EDC) to elicit feedback on the appropriateness of the Special Use for the location, and the site plan due to parking demand and impacts to surrounding businesses. The EDC heard the item at their June 1, 2020 meeting.

The applicant was present at the meeting, as was the owner of the business to the north, Knighthawks Ventures.

Neighboring Business Comments

The owners of Knighthawks Ventures, located at 9740 S. 60th St. lodged an objection to the application for a special use prior to the EDC meeting. During the meeting of the EDC the applicant and the neighbor had the opportunity to discuss the proposed use and the neighbors' concerns. Several of the EDC's recommended conditions of approval reflect that discussion. Knighthawks Ventures have since withdrawn their objection.

The subject property is approximately 0.58-acres and consists of a 7,337 square foot, 18-foot-high building. The applicant is proposing only minor exterior site changes. The majority of the space will be the wrestling gym. There will also be a waiting area, office, and restrooms. Since parking calculations are typically based on building square footage, the applicant has proposed that the tenant business, Askren Wrestling Academy which is seeking the Special Use, might use only a smaller portion of the building.

The applicant plans to restripe the parking lot to include 16 parking spaces, including one ADA accessible space. The parking spaces are 9-feet wide and 20-feet in length (180 square feet), which complies with Unified Development Ordinance standards. The applicant is also adding wheel stops to the parking lot.

4th District Alderwoman Hanneman also provided comments to the EDC. A copy of those comments is attached.

Parking Demand

The UDO recommends parking ratios for certain uses; however, there is not a category specific to SIC 7999. According to Table 15-5.0203, parking requirements for a gymnasium when occupants are not seated is 0.25 parking spaces per person, based on permitted capacity. The applicant proposes to have a maximum of 36 students per class. For 36 students, 9 parking spaces would be required. If calculating parking based on square footage using the standard for a spa or health club, 4 parking spaces would be required for each 1,000 square feet of floor area. If the applicant uses the full building, 30 spaces would be required under the health club standards.

The applicant has proposed and the Economic Development Commission recommends limiting class size and timing of classes in order to answer concerns about parking. The Common Council may allow or require this as part of a Special Use approval. Further, Plan Commission and Common Council may set parking and queueing requirements above or below the base requirements, provided the proposal meets the standards of §15-5. 0203.B to show evidence that parking demand will be met, and vehicle stacking will not interfere with roadways, parking lot circulation or pedestrian safety. The drive aisle dimensions of the parking lot meet the requirements of Table 15-5.0204; parking spaces are 40'6" apart, well in excess of the required 28'.

Economic Development Commission Recommendation:

The EDC has reviewed this matter, and recommended that the following conditions be placed on the related approvals by Plan Commission and Common Council:

Site Plan Amendment:

- The applicant will install a fence along the entire length of the North property line
- The main entrance to the building must be at the back of the building
- The applicant will provide additional lighting in the parking lot
- The applicant will place no trespassing signs so as to prevent trespassing to the property to the north
- The applicant shall install security camera(s)

Special Use:

- Classes shall not begin before 5:30 PM or continue after 9:00 PM on weekdays
- Class size shall be limited to 36 students
- Class times shall be staggered by 30 minutes to allow for adequate turnover in the parking lot

Site Plan conditions may be stipulated by Plan Commission. The proposed section of fence in a front yard may be approved by the Plan Commission, per the standards of § 15-3.0803C.

Special Use conditions may be recommended by Plan Commission, subject to final approval by Common Council.

The applicant has agreed that these conditions are reasonable, and has provided a letter to that effect.

Recommendation

A motion to recommend approval of the Special Use for Askren Wrestling and a motion to recommend approval the Site Plan, contingent upon approval of the Special Use, and subject to the conditions in the attached draft resolution.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 3-23-20, Redraft 06-12-2020]

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A WRESTLING
GYMNASIUM AND INSTRUCTION USE UPON PROPERTY
LOCATED AT 9760 SOUTH 60TH STREET
(BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC, APPLICANT,
ASKREN PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, Benjamin M. Askren, Askren Wrestling Academy, LLC having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7999 "Amusement and recreation services, not elsewhere classified" to allow for a wrestling gymnasium and instruction use (in an existing custom auto body and paint shop building which will be converted into an Askren Wrestling Academy gymnasium), upon property located at 9760 South 60th Street, bearing Tax Key No. 899-9993-004, more particularly described as follows:

Lot 4 of Certified Survey Map No. 1231, recorded March 16, 1970, in Reel 522, Images 1444 to 1446 inclusive, as Document No. 4515532, being a part of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of April, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

the City of Franklin, Wisconsin, that the petition of Benjamin M. Askren, Askren Wrestling Academy, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, as a wrestling gymnasium and instruction use, which shall be developed in substantial compliance with, and operated and maintained by Benjamin M. Askren, Askren Wrestling Academy, LLC, pursuant to those plans City file-stamped April 1, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Benjamin M. Askren, Askren Wrestling Academy, LLC wrestling gymnasium and instruction facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Benjamin M. Askren, Askren Wrestling Academy, LLC and the wrestling gymnasium and instruction use for the property located at 9760 South 60th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. Classes shall not begin before 5:30 PM or continue after 9:00 PM on weekdays.
5. Class size shall be limited to 36 students.
6. Class times shall be staggered by 30 minutes to allow for adequate turnover in the parking lot.

BE IT FURTHER RESOLVED, that in the event Benjamin M. Askren, Askren Wrestling Academy, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 3

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as

may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

PLAN COMMISSION

[Draft 3-30-20, Redraft 06-12-2020]

RESOLUTION NO. 2020-_____

A RESOLUTION APPROVING A SITE PLAN FOR ALTERATIONS TO
THE INTERIOR OF AN EXISTING CUSTOM AUTO BODY AND PAINT
SHOP AND MINOR EXTERIOR SITE MODIFICATIONS TO ALLOW
FOR THE OPERATION OF ASKREN WRESTLING ACADEMY
(9760 SOUTH 60TH STREET)
(BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC,
APPLICANT, ASKREN PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, Benjamin M. Askren, Askren Wrestling Academy, LLC having applied for approval of a proposed site plan to allow for interior building alterations to an existing custom auto body and paint shop, including the addition of two Americans with Disabilities Act restrooms, construction of a small office and finish improvements, and exterior site modifications, including parking lot restriping (to include 16 parking spaces, including one Americans with Disabilities Act accessible space) and the addition of wheel stops, property located at 9760 South 60th Street; and

WHEREAS, the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0421 of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan to allow for interior building alterations to an existing custom auto body and paint shop, including the addition of two Americans with Disabilities Act restrooms, construction of a small office and finish improvements, and exterior site modifications, including parking lot restriping and the addition of wheel stops, as depicted upon the plans dated April 1, 2020, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions:

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications dated April 1, 2020.
2. Benjamin M. Askren, Askren Wrestling Academy, LLC, successors and assigns, and any developer of the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees

BENJAMIN M. ASKREN, ASKREN WRESTLING ACADEMY, LLC – SITE PLAN
RESOLUTION NO. 2020-_____

Page 2

incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project, located at 9760 South 60th Street (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. That the Benjamin M. Askren, Askren Wrestling Academy, LLC interior building alterations and exterior modifications project shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.
5. The applicant will install a fence along the entire length of the North property line prior to the issuance of occupancy permits.
6. The main entrance to the building must be at the back of the building.
7. The applicant will provide additional lighting in the parking lot prior to the issuance of occupancy permits, subject to staff review and approval.
8. The applicant will place no trespassing signs so as to prevent trespassing to the property to the north.
9. The applicant shall install security camera(s), subject to staff review and approval.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Chairman

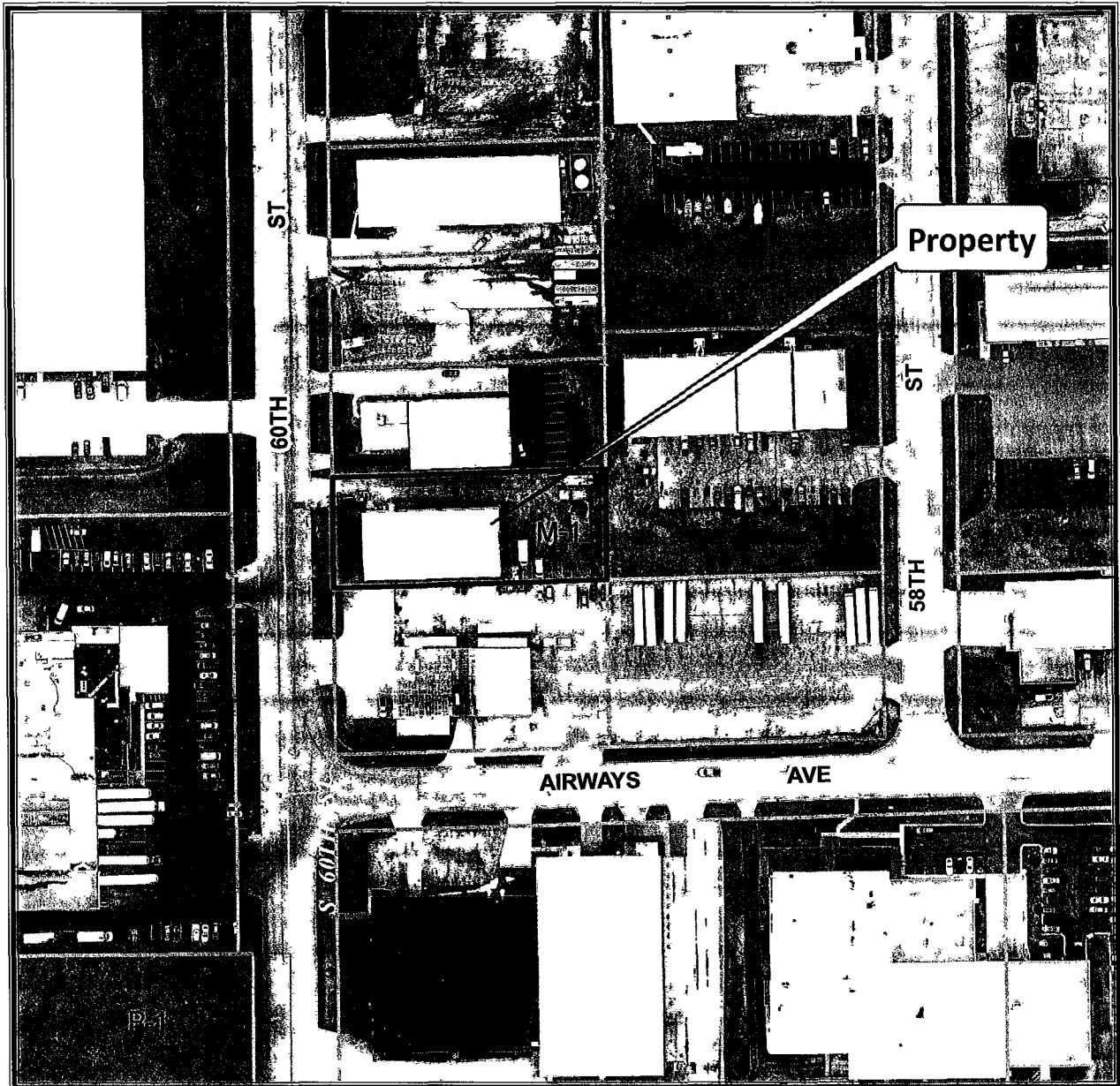
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



9760 S. 60th Street
TKN: 899 9993 004



Planning Department
(414) 425-4024

0 87.5 175 350 Feet

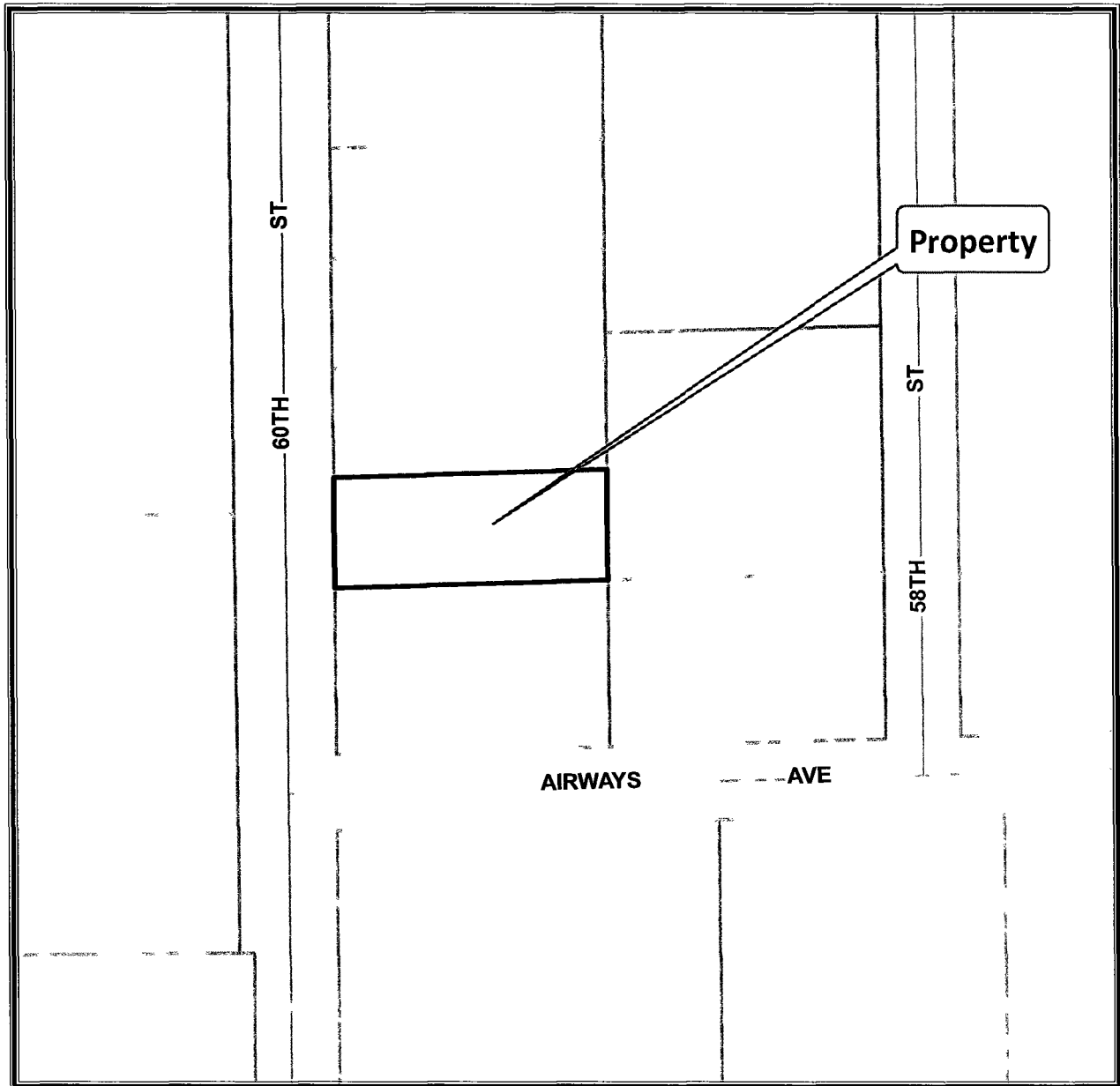


2017 Aerial Photo

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



9760 S. 60th Street
TKN: 899 9993 004



Planning Department
(414) 425-4024

0 87.5 175 350 Feet

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



2017 Aerial Photo



City of Franklin Planning Commission,

I met with the economic development commission on June 1, 2020 to review and discuss the Site Plan Amendment as well as the Special Use regarding 9760 S. 60th Steet, Franklin, Wisconsin. I am willing and able to meet the conditions detailed below:

Site Plan Amendment:

- The applicant will install a fence along the entire length of the North property line
- The main entrance to the building must be at the back of the building
- The applicant will provide additional lighting in the parking lot
- The applicant will place no trespassing signs so as to prevent trespassing to the property to the north
- The applicant shall install security camera(s)

Special Use (Final approval must be granted by Common Council):

- Classes shall not begin before 5:30 PM or continue after 9:00 PM on weekdays
- Class size shall be limited to 36 students
- Class times shall be staggered by 30 minutes to allow for adequate turnover in the parking lot

I will be in attendance at the Planning Commission meeting on June 18, 2020.

Sincerely,

Ben Askren
Askren Wrestling Academy

Marion Ecks

From: Calli Berg
Sent: Thursday, June 11, 2020 9:53 AM
To: Marion Ecks
Subject: FW: Knighthawk Ventures, LLC Objection to Askren Wrestling Academy, LLC Application for Special Use
Attachments: fence.pdf

From: Pete Lakich / Condor <pete@condor.aero>
Sent: Wednesday, June 10, 2020 2:30 PM
To: Calli Berg <CBerg@franklinwi.gov>
Cc: David Affeldt <David.Affeldt@affeldtlaw.com>; Shari Hanneman <SHanneman@franklinwi.gov>; Steve Olson <Solson@franklinwi.gov>
Subject: FW: Knighthawk Ventures, LLC Objection to Askren Wrestling Academy, LLC Application for Special Use

Calli,

I spoke with Ben Askren after the EDC meeting and he agreed to install a fence between our lot lines. Therefore, I will withdraw our objection letter subject to the requirement that the installation of a fence on his lot be a part of his occupancy permit. Ben and I discussed the length of the fence and agreed that the west end would start 25 feet forward of our loading dock door. It should run east from that point and end at the back edge of the asphalt on his parking lot. During the EDC meeting it was stated that the fence should be a 6 foot tall chain link fence. For your reference I attached a diagram to show where the fence should be.

Regards,
Peter Lakich, President
T 414-855-0804 | F 414-855-0814 | pete@condor.aero
9740 S 60th Street | Franklin, WI 53132 | USA



From: Calli Berg [<mailto:CBerg@franklinwi.gov>]
Sent: Wednesday, June 10, 2020 9:47 AM
To: David Affeldt
Cc: Shari Hanneman; pete@condor.aero; Bethany Wenner; Marion Ecks
Subject: RE: Knighthawk Ventures, LLC Objection to Askren Wrestling Academy, LLC Application for Special Use

Good morning. As the City of Franklin Planning Staff prepares materials for upcoming Plan Commission review of the Askren Site Plan and Special Use, we would like to know if Condor wants the letter to be part of the Plan Commission Packet or if they wish to withdraw their objection. Please advise. Thank you.

From: Bethany Wenner <Bethany.Wenner@affeldtlaw.com>
Sent: Thursday, May 28, 2020 11:11 AM

To: Calli Berg <CBerg@franklinwi.gov>

Cc: Shari Hanneman <SHanneman@franklinwi.gov>; David Affeldt <David.Affeldt@affeldtlaw.com>; pete@condor.aero

Subject: Knighthawk Ventures, LLC Objection to Askren Wrestling Academy, LLC Application for Special Use

Good morning,

Please see the attached correspondence from Attorney David Affeldt.

Kind Regards,

Bethany M. Wenner

Legal Assistant

Affeldt Law Offices, S.C.

8741 W. National Avenue

West Allis, WI 53227

Tel: 414-321-4560

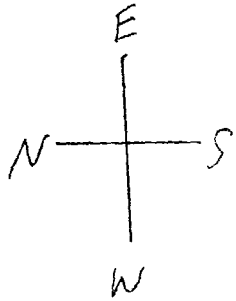
Fax: 414-321-0368

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LOADING
↑
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FT

ASKREN
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LOT

ASKREN
9760

South 60th Street

As the Alderwoman for 4th District, I hope to welcome Askren Wrestling Academy to Franklin. I believe there is a significant demand for this type of business in the community.

However, I have significant concerns with the special use application particularly regarding the parking and traffic flow. This is a Limited Industrial District in which parking lots were not designed for high volume auto or pedestrian traffic. The applicant states that class sizes will be approximately, but not more than, 40 students per class, which, if there are 3 classes per evening, that could ultimately mean 120 vehicles coming in and out of the same driveway twice a night -- drop off and pick up. 240 vehicle entrances/exits per day, compressed into the same time period surrounding the beginning and end of classes.

When a car enters the property to drop off a student, they must go to the back of the building, let the child out, and then do a hairpin turn to exit the same way they came in. If, the 16 proposed parking spaces are full, there is virtually no space for that U-turn. I argue that it is not a safe situation for children exiting the building, to cross through that pick up line making a U-turn to make it to a car waiting in a parking space.

The applicant states that traffic "should" not be affected. However, the applicant also states that there "some additional drop off and pick up traffic will occur at the site", I think it may be reasonable to foresee congestion onto 60th street as cars line up to go to the back of the building, pick up a child, and U-turn around and back out that same driveway.

It is also my opinion that the parking lot is not properly lit for a facility where children will be crossing the parking lot in the dark. I only note one existing light pole and I would ask for that to be given additional review.

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|------------------------------|--|---------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | RESOLUTION TO REIMBURSE OAKWOOD AT RYAN CREEK, LLC FOR INSTALLATION OF AN OVERSIZED WATER MAIN THROUGH RYANWOOD MANOR SUBDIVISION PHASE 1 AND RYANWOOD MANOR SUBDIVISION ADDITION 1 FROM THE WATER IMPACT FEE FUND IN THE AMOUNT OF \$317,130 | ITEM NO. <i>G. 7.</i> |

BACKGROUND

During the designs of Ryanwood Manor Subdivision Phase 1 and Ryanwood Manor Subdivision Addition 1, it was found advantageous, from a system stand point, to extend water mains through the subdivisions. The developer, Oakwood at Ryan Creek, LLC, was directed to install 16-inch water main. This installation has been completed, placed in service, and a punch list for the utilities are expected to be completed by July 7, 2020.

Per the subdivision development agreements approved in Resolution 2018-7445 (December 4, 2018) and Resolution 2019-7491(dated May 7, 2019), the oversizing costs were designated as \$226,590 and \$90,540, respectively, totaling \$317,130.

The developer has requested that the City accelerate the reimbursement schedule by one year with the first payment now and the second payment in February 2021.

ANALYSIS

This installation has been completed, placed in service, and a punch list for the utilities are expected to be completed by July 7, 2020. The subdivision development agreements specify:

The City shall reimburse to the Subdivider ... for the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer.

Although the City has not final-accepted the utilities, they have been in operation since the fall of 2019 due in large part to the acceleration of the home building in preparation for the 2020 Parade of Homes.

OPTIONS

1. Authorize first reimbursement payment (\$63,426) now with equal payments to follow in February 2021, 2022, 2023, & 2024.
2. Provide further direction to Staff.

FISCAL NOTE

There is sufficient funding available in the Water Impact Fees to accelerate the reimbursement schedule by one year.

RECOMMENDATION

(Option A) Motion to adopt Resolution No. 2020-_____ a resolution to reimburse Oakwood at Ryan Creek, LLC for installation of an oversized water main through Ryanwood Manor Subdivision Phase 1 and Ryanwood Manor Subdivision Addition 1 from the Water Impact Fee Fund in the amount of \$317,130 per the respective subdivision development agreements.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

RESOLUTION TO REIMBURSE OAKWOOD AT RYAN CREEK, LLC FOR
INSTALLATION OF AN OVERSIZED WATER MAIN THROUGH RYANWOOD MANOR
SUBDIVISION PHASE 1 AND RYANWOOD MANOR SUBDIVISION ADDITION 1 FROM THE
WATER IMPACT FEE FUND IN THE AMOUNT OF \$317,130

WHEREAS, Common Council adopted Resolutions No. 2018-7445 and 2019-7491 for Subdivision Development Agreements (SDA) for Ryanwood Manor Subdivision Phase 1 and Ryanwood Manor Subdivision Addition 1, respectively; and

WHEREAS, the SDAs provide for the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer; and

WHEREAS, the developer, Oakwood at Ryan Creek, LLC, has completed the construction of the utilities and placed the same utilities in service in the fall of 2019; and

WHEREAS, there is sufficient funding available in the Water Impact Fee fund to accelerate the payment schedule by one year.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Oakwood at Ryan Creek, LLC be reimbursed for the installation of an oversized water main through Ryanwood Manor Subdivision Phase 1 and Ryanwood Manor Subdivision Addition 1 from the Water Impact Fee Fund in the amount of \$317,130 per the respective subdivision development agreements in five equal payments of \$63,426 per year with the first payment to occur in July, 2020.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____
GEM

| | | |
|--|--|--|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 07/07/2020 |
| REPORTS & RECOMMENDATIONS | A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO ALLOW FOR ENTERPRISE RENT-A-CAR OFFICE SPACE WITHIN EWALD TRUCK CENTER FOR AN AUTOMOBILE RENTALS USE UPON PROPERTY LOCATED AT 6321 SOUTH 108TH STREET (ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC, APPLICANT, CBDT 6321 REAL ESTATE, LLC, PROPERTY OWNER) | ITEM NUMBER <i>G. 8.</i> |
| <p>The public hearing for the Enterprise Rent-A-Car Special Use was first opened by Plan Commission at their May 27, 2020 meeting and continued until the regular meeting of the Plan Commission on June 18, 2020. At that meeting, following a properly noticed public hearing, the following action was approved: a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use to allow for Enterprise Rent-a-Car office space within Ewald Truck Center for an automobile rental use upon property located at 6321 South 108th Street. The Plan Commission's recommendation in regard to the subject Special Use has been reflected in the attached draft Resolution.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to approve Resolution 2020-_____, imposing conditions and restrictions for the approval of a Special Use for an Enterprise Rent-a-Car office space within Ewald Truck Center for an automobile rental use upon property located at 6321 South 108th Street (Enterprise Rent-a-Car Company, LLC, Applicant).</p> | | |

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE
APPROVAL OF A SPECIAL USE TO ALLOW FOR ENTERPRISE RENT-A-CAR
OFFICE SPACE WITHIN EWALD TRUCK CENTER FOR AN AUTOMOBILE
RENTALS USE UPON PROPERTY LOCATED AT 6321 SOUTH 108TH STREET
(ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC, APPLICANT, CBBDT
6321 REAL ESTATE, LLC, PROPERTY OWNER)

WHEREAS, Enterprise Rent-A-Car Company of Wisconsin, LLC, having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District and C-1 Conservancy District to allow for an 832 square foot area of office space inside of the Ewald Truck Center (the space was previously occupied by Mayfair Rent-A-Car, which Enterprise Holdings acquired in 2018) for automobile rentals to customers of collision centers, dealerships and business travelers to local retail customers having their vehicles serviced in the area (1-25 vehicles on site at a time), with hours of operation Monday through Friday from 7:30 a.m. to 5:00 p.m. and Saturdays from 9:00 a.m. to 12:00 noon, for the property located at 6321 South 108th Street, bearing Tax Key No. 704-9973-000, more particularly described as follows:

All that part of the Northeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows, to wit: Commencing at a point of the East Line of said Northeast 1/4 of Section 6 which is 330.25 feet South of the Northeast corner of said 1/4 Section; thence South on said line 196.59 feet to a point; thence S. 88 degrees 19' W., parallel to the North line of said 1/4 Section, 844.77 feet to a point; thence N. 3 degrees 16'30" W., 196.57 feet to a point; thence N. 88 degrees 19' E., 855.99 feet to the place of commencement; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 21st day of May, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

WHEREAS, the Common Council having received such Plan Commission recommendation and having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Enterprise Rent-A-Car Company of Wisconsin, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Enterprise Rent-A-Car Company of Wisconsin, LLC, successors and assigns, for an automobile rentals use, which shall be developed in substantial compliance with, and operated and maintained by Enterprise Rent-A-Car Company of Wisconsin, LLC, pursuant to those plans City file-stamped _____, 2019 and annexed hereto and incorporated herein as Exhibit A.
2. Enterprise Rent-A-Car Company of Wisconsin, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Enterprise Rent-A-Car Company of Wisconsin, LLC automobile rentals use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Enterprise Rent-A-Car Company of Wisconsin, LLC and the automobile rentals use upon the property located at 6321 South 108th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that in the event Enterprise Rent-A-Car Company of Wisconsin, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____
Page 3

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of June 18, 2020

Special Use and Site Plan Amendment

RECOMMENDATION: City Development Staff recommends approval of amendments to the Special Use and Site Plan of 6321 S 108th St, for Enterprise Rent-A-Car.

| | |
|---------------------------------------|---|
| Project Name: | Enterprise Rent-A-Car Special Use |
| Project Address: | 6321 108th Street |
| Property Owner: | CBDT 6321 Real Estate, LLC |
| Applicant: | Jim Flowers |
| Zoning: | M-1 Limited Industrial |
| Use of Surrounding Properties: | Commercial – auto dealership |
| Comprehensive Plan: | Industrial |
| Applicant Action Requested: | Recommendation of approval for a special use permit |

INTRODUCTION:

- Staff recommendations are underlined and in italics and are included in the draft resolution.

The applicant, Enterprise Rent-A-Car, has applied for a special use amendment permit for the property at 6321 108th Street with Standard Industrial Classification Title No 7514, “Passenger car rental.” The applicant occupies 832 square feet of space located inside the Ewald Truck Center, with 1-25 vehicles parked on site at a time. The property is currently zoned as M-1 Limited Industrial, with a small area zoned C-1 Conservancy at the rear of the property.

The portion of the building at 6321 108th Street that is now Enterprise-Rent-A-Car was previously occupied by Mayfair Rent-A-Car, which Enterprise Holdings acquired from Ewald Chrysler Jeep Dodge, LLC in 2018. Ewald currently holds a separate Special Use Permit for the entirety of site which was issued in September of 2014 as Resolution No. 2014-7014. The Special Use amendment under consideration today solely pertains to Enterprise Rent-A-Car.

The site in question is surrounded with other auto-focused uses. To the north is the Ewald Chrysler Jeep Dodge car dealership, and the property to the south is a Hiller Ford car dealership. As previously stated, 6321 108th Street is also home to the Ewald Truck Center, which sells new and used trucks. The site plan that was submitted as part of this Special Use Permit application is dated 2015 and details the entire site; the applicant has highlighted a copy of the site plan to show areas occupied by Enterprise Rent-A-Car.

ANALYSIS:

Special Use

Passenger Car Rental is allowed as a Special Use within the current zoning for the site - M-1 Limited Industrial. The Future Land Use Map identifies this parcel as industrial as well.

The applicant has provided responses to the seven General Standards for Special Uses listed in §15-3.0701 (A). According to their responses, the Enterprise Rent-A-Car business use, Passenger car rental, is consistent with the M-1 district and the Comprehensive Plan purposes and intent for the property, will not cause adverse impact, will compliment surrounding properties, will be adequately served by the existing public facilities, will not cause undue traffic congestion, will not destroy significant features, and will comply with all standards of the M-1 Limited Industrial zoning district.

Staff believes that a passenger car rental facility in this location will provide public benefit and will be convenient to the community. The auto-centric nature of the surrounding development makes this site appropriate for a car rental use. Staff sees no adverse impacts that will result from the granting of this Special Use Permit, nor will granting the Special Use Permit establish a precedent of incompatible uses in the area.

Passenger vehicle rental is not one of the specified Special Uses for which Special Standards exist in the Unified Development Ordinance, and therefore responses to these special standards were not needed.

Site Plan

The site plan provided by the applicant indicates the portion of the building that is occupied by Enterprise Rent-A-Car, as well as the parking spaces that are part of their tenancy on the site. The applicant is proposing 18 total parking spaces including one ADA parking space. According to §15-5.0202 (F) "Off-street parking stalls shall be marked by painted lines or other approved material and shall be maintained so as to be legible at all times." No parking is permitted in unmarked parking spaces.

Section 15-5.0203 of the UDO defines requires that an auto sales use is provide a minimum of 2 spaces per 1,000 square feet of gross floor area. According to the Site Plan, the showroom building is approximately 5,171 square feet, which requires 11 parking spaces (10.342 rounded up). Eleven customer parking spaces for the car dealership must be preserved on the site and cannot be rented to Enterprise Rent-A-Car as vehicle storage space.

The site plans provided by the applicant show that the site itself will not be altered as a result of Enterprise Rent-A-Car's tenancy on a portion of the site. The applicant notes that some interior work will be done within their portion of the building, but this is not covered under a site plan review. The applicant must obtain building permits from Inspection Services for any interior changes. The applicant also indicates that new exterior signs were installed as a result of their tenancy. These signs were approved, and a permit was issued. The applicant has verbally indicated that signage was also installed in front of some of the parking spaces on the site, but it is not clear from the documentation provided that these signs were also reviewed and permitted. These signs are not indicated on the site plan provided and an approved sign permit was not included with the application materials. All new exterior signage should be indicated on the site plan.

Although this special use permit concerns only Enterprise Rent-A-Car, Staff would also like to note that conditions of the previous Special Use Permit approval for this site, Resolution No. 2014-7014, are still in effect for Ewald Chrysler Jeep Dodge, LLC at 6321 South 108th Street.

STAFF RECOMMENDATIONS:

City Development Staff recommends approval of a special use permit for SIC #7514 "Passenger Car Rental" for Enterprise Rent-A-Car to operate as a tenant at 6321 108th Street subject to the conditions in the draft Resolution.

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE
APPROVAL OF A SPECIAL USE TO ALLOW FOR ENTERPRISE RENT-A-CAR
OFFICE SPACE WITHIN EWALD TRUCK CENTER FOR AN AUTOMOBILE
RENTALS USE UPON PROPERTY LOCATED AT 6321 SOUTH 108TH STREET
(ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC, APPLICANT, CBDT
6321 REAL ESTATE, LLC, PROPERTY OWNER)

WHEREAS, Enterprise Rent-A-Car Company of Wisconsin, LLC, having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District and C-1 Conservancy District to allow for an 832 square foot area of office space inside of the Ewald Truck Center (the space was previously occupied by Mayfair Rent-A-Car, which Enterprise Holdings acquired in 2018) for automobile rentals to customers of collision centers, dealerships and business travelers to local retail customers having their vehicles serviced in the area (1-25 vehicles on site at a time), with hours of operation Monday through Friday from 7:30 a.m. to 5:00 p.m. and Saturdays from 9:00 a.m. to 12:00 noon, for the property located at 6321 South 108th Street, bearing Tax Key No. 704-9973-000, more particularly described as follows:

All that part of the Northeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows, to wit: Commencing at a point of the East Line of said Northeast 1/4 of Section 6 which is 330.25 feet South of the Northeast corner of said 1/4 Section; thence South on said line 196.59 feet to a point; thence S. 88 degrees 19' W., parallel to the North line of said 1/4 Section, 844.77 feet to a point; thence N. 3 degrees 16'30" W., 196.57 feet to a point; thence N. 88 degrees 19' E., 855.99 feet to the place of commencement; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 21st day of May, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

WHEREAS, the Common Council having received such Plan Commission recommendation and having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Enterprise Rent-A-Car Company of Wisconsin, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Enterprise Rent-A-Car Company of Wisconsin, LLC, successors and assigns, for an automobile rentals use, which shall be developed in substantial compliance with, and operated and maintained by Enterprise Rent-A-Car Company of Wisconsin, LLC, pursuant to those plans City file-stamped _____, 2019 and annexed hereto and incorporated herein as Exhibit A.
2. Enterprise Rent-A-Car Company of Wisconsin, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Enterprise Rent-A-Car Company of Wisconsin, LLC automobile rentals use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Enterprise Rent-A-Car Company of Wisconsin, LLC and the automobile rentals use upon the property located at 6321 South 108th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that in the event Enterprise Rent-A-Car Company of Wisconsin, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN

CITY OF FRANKLIN
PLAN COMMISSION

MILWAUKEE COUNTY

[Draft 5-14-20; Redraft 06-18-2020]

RESOLUTION NO. 2020-_____

A RESOLUTION APPROVING A SITE PLAN FOR INTERIOR
OFFICE SPACE REMODELING INSIDE THE EWALD TRUCK
CENTER, FOR ENTERPRISE RENT-A-CAR AUTOMOBILE RENTALS
(6321 SOUTH 108TH STREET)
(ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC,
APPLICANT, CBDT 6321 REAL ESTATE, LLC, PROPERTY OWNER)

WHEREAS, Enterprise Rent-A-Car Company of Wisconsin, LLC having applied for approval of a proposed site plan to remodel approximately 832 square feet of interior office space within Ewald Truck Center, for Enterprise Rent-A-Car automobile rentals, which includes a demising wall to separate the Truck Center and the Enterprise Rent-A-Car office space, and addition of a manager's office, property located at 6321 South 108th Street; and

WHEREAS, the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0421 of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan to remodel approximately 832 square feet of interior office space within Ewald Truck Center, for Enterprise Rent-A-Car automobile rentals, which includes a demising wall to separate the Truck Center and the Enterprise Rent-A-Car office space, and addition of a manager's office, as depicted upon the plans dated _____, 2019, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions:

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the Enterprise Rent-A-Car Company of Wisconsin, LLC office space remodel dated _____, 2019.
2. Enterprise Rent-A-Car Company of Wisconsin, LLC, successors and assigns, and any developer of the Enterprise Rent-A-Car office space remodel project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Enterprise Rent-A-Car office space remodel project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC – SITE PLAN

RESOLUTION NO. 2020-_____

Page 2

3. The approval granted hereunder is conditional upon the Enterprise Rent-A-Car office space remodel project within the Ewald Truck Center located at 6321 South 108th Street (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. That the Enterprise Rent-A-Car office space remodel project shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.
5. No parking shall be permitted in unmarked parking spaces.
6. The 11 required customer parking spaces for the showroom on the site must be preserved.
7. The site plan should be revised to reflect the location of all new exterior signage, including signage in front of parking spaces.
8. The applicant must obtain building permits from Inspection Services for any interior changes prior to the issuance of occupancy permits.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Chairman

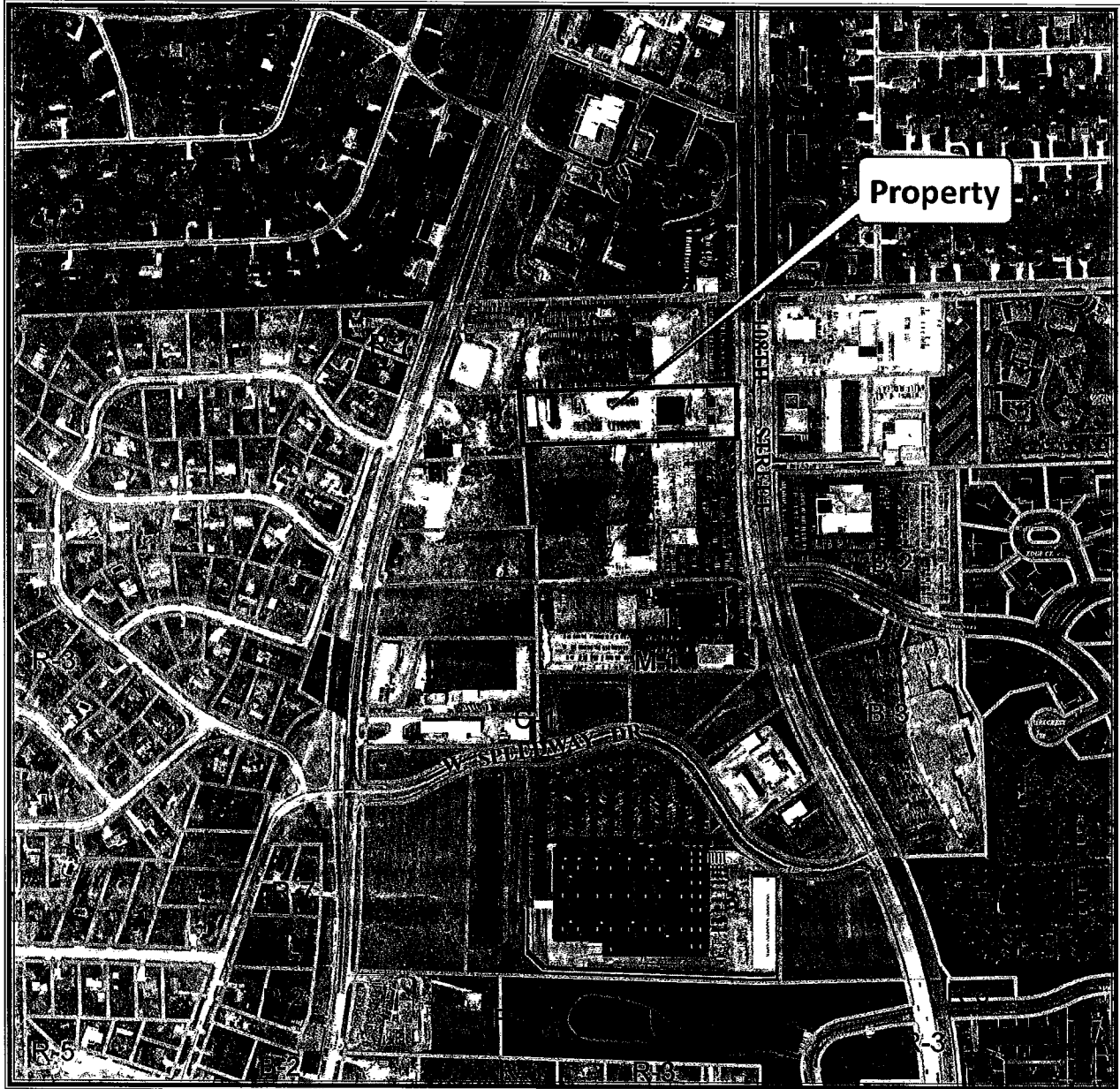
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



6321 S 108th Street
TKN: 704 9973 000



Planning Department
(414) 425-4024

0 350 700 1 400 Feet

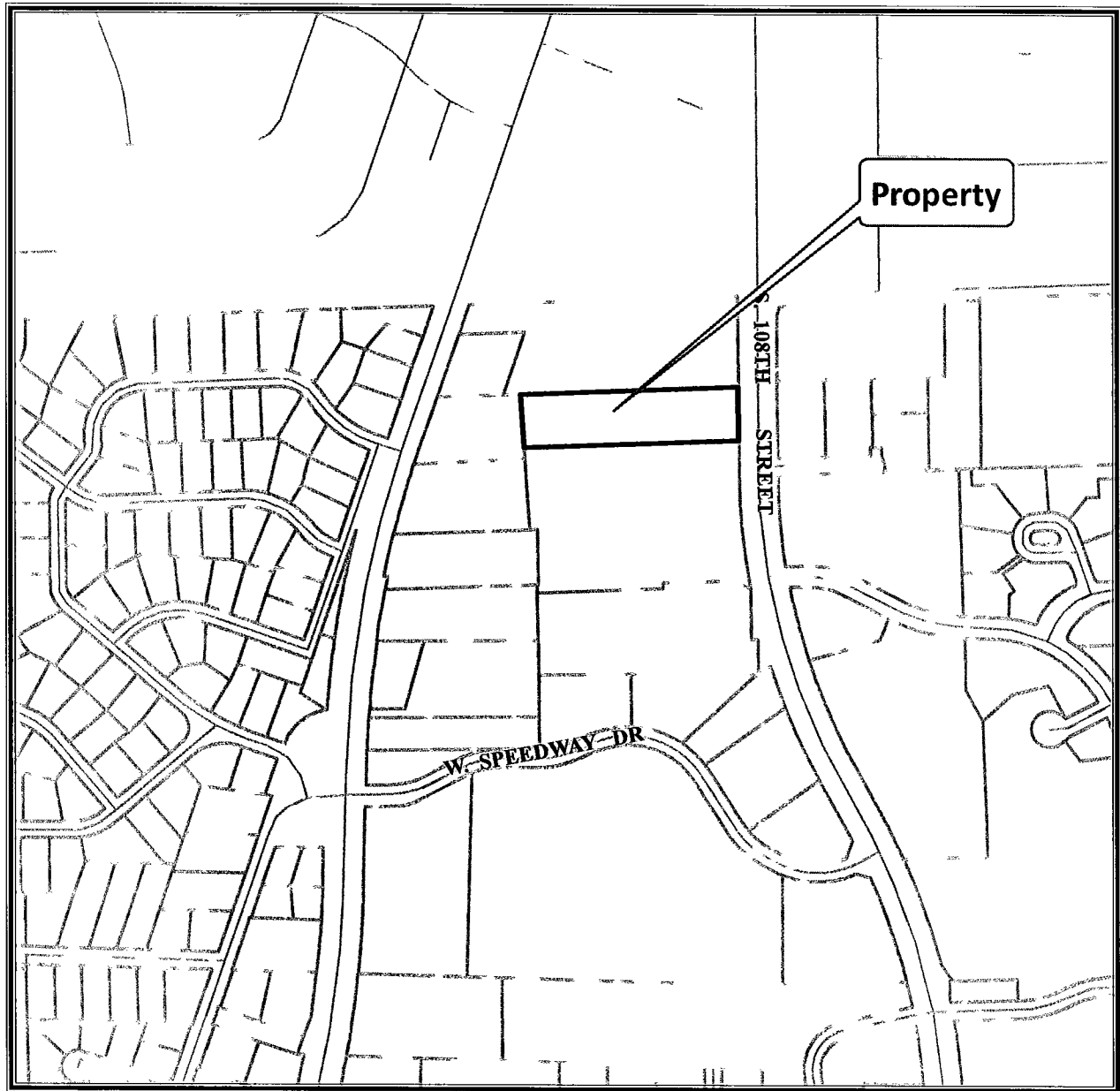
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering, or surveying purposes.



2017 Aerial Photo



6321 S 108th Street
TKN: 704 9973 000



Planning Department
(414) 425-4024

0 350 700 1 400 Feet



2017 Aerial Photo

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

Enterprise Rent-A-Car

Date: June 8, 2020

To: Department of City Development

From: Jim Flowers, Enterprise Rent-A-Car of Wisconsin, LLC

RE: Special Use Permit and Site Plan Review, 6321 108th Street – Enterprise Response to Staff Comments

Attached is the original Staff Comments from our Special Use Permit and Site Plan Review, 6321 108th Street. I have included our responses (red format) to your comments for review.

City of Franklin Department of City Development

Date: May 7, 2020

To: Jim Flowers, Enterprise Rent-A-Car of Wisconsin, LLC

From: Department of City Development

RE: Special Use Permit and Site Plan Review, 6321 108th Street – Staff Comments

City Staff has reviewed the above application for the property located at 6321 108th Street. Enterprise Rent-A-Car is a tenant on a portion of the parcel in question, having purchased the Mayfair car rental business that was located at the same location and owned by Ewald Chrysler Jeep Dodge, LLC. Ewald continues to operate a Truck Center from the same building and parcel; the Enterprise Rent-A-Car uses a portion of the showroom building and a portion of the on-site parking.

The special use application was substantially complete as of the receipt of the applicant's response to the General Standards and Considerations found in Section 15-3.0701(A), (B), and (C) of the Unified Development Ordinance on December 12, 2019.

As there is a previously reviewed and approved site plan for this site, review was targeted towards those areas of the site that would be impacted by Enterprise Rent-A-Car as a tenant. All other conditions of approval for Site Plan approval for the site and Special Use Permit approval for the other uses on the site are still in effect.

Unified Development Ordinance (UDO) Requirements

Special Use

1. Please note on the application form that all existing uses on the site will continue to operate. Passenger vehicle rental is only one part of the use on the site.

Site Plan

2. The site plan that shows the leased portion of the site indicates that some of Enterprise Rent-A-Car's leased parking spaces are in an area behind the front building and are not marked as parking spaces. Section 15-5.0203 (F) of the UDO states that off-street parking stalls shall be marked by painted lines.
 - a. No cars may be parked in unmarked parking spaces. Please remove these unmarked spaces from Enterprise Rent-A-Car's leased area and submit a new site plan showing this update.

Enterprise Response: We've removed the unmarked stalls and our rear parking from the leased area and moved them to the North edge, angled parking area. The new site plan outlines our 18, Enterprise Parking Stalls on the North edge.

3. Section 15-5.0203 of the UDO defines requirements for off-street parking. Per this section, an auto sales use is required to provide a minimum of 2 spaces per 1,000 square feet of gross floor area. According to the Site Plan, the showroom building is approximately 5,171 square feet, which requires 11 parking spaces (10.342 rounded up). However, 8 of the 11 customer parking stalls indicated on the site plan are included within the shaded area for Enterprise's use.

- a. Please clearly indicate on the site plan which eleven parking spaces on the site are now used for customer parking, including the required ADA accessible parking spot.

Enterprise Response: We've moved our Enterprise parking stalls to the North Edge, angled parking area. The updated site plan has been submitted to show eight customer stalls in the rear of the building and three parallel to the front of the building. An ADA stall is part of the three, front customer stalls.

4. Please submit an updated site plan that indicates the location of each Enterprise Rent-A-Car parking space sign.

Enterprise Response: An updated site plan has been submitted showing the Enterprise parking stalls on the North edge, angled parking area.

5. Permits for all signage must be obtained from the City of Franklin Inspection Services department.

Other Department of City Development Comments

6. As previously noted, all conditions of approval for the site plan review and special use permit that was previously issued for 6321 South 108th Street are still in effect.

Building Inspection Department Staff Comments

The applicant must obtain proper permits (Building/Electrical/HVAC) from Inspection Services for any of the interior alteration work mentioned in the Project Summary.

Enterprise Response: We plan to pull proper building permits, etc. once or conditional use permit is approved. Thank you



Date of Application: _____

SITE PLAN / SITE PLAN AMENDMENT APPLICATION

Complete, accurate and specific information must be entered. Please Print.

| | |
|--|--|
| Applicant (Full Legal Name[s]): Name: <u>Jim Flowers</u> Company: <u>Enterprise Rent-A-Car Company of Wisconsin, LLC a Delaware limited liability company</u> Mailing Address: <u>S17W22650 Lincoln Avenue</u> City / State: <u>Waukesha</u> Zip: <u>53186</u> Phone: <u>262-544-8300</u> Email Address: <u>james.d.flowers@ehi.com</u> | Applicant Is Represented by* (contact person)(Full Legal Name[s]) Name: _____ Company: _____ Mailing Address: _____ City / State: _____ Zip: _____ Phone: _____ Email Address: _____ |
| Project Property Information: Property Address: <u>6321 S. 108th Street</u> Property Owner(s): <u>CBDT 8321 Real Estate, LLC a Wisconsin limited liability company</u> Mailing Address: <u>6321 S. 108th Street</u> City / State: <u>Franklin, WI</u> Zip: <u>53132</u> Email Address: <u>cwald@ewaldauto.com</u> | Tax Key Nos: <u>704-9973-000</u> Existing Zoning: <u>M-1 Limited Industrial District & C-1 Conservancy District</u> Existing Use: <u>6511 New and Used car dealers, 6501 Recreational vehicles dealers, 7011 Passenger car rental & 7030 General</u> Proposed Use: <u>Vehicle Rental</u> Future Land Use Identification: _____ |

*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Site Plan/Site Plan Amendment submittals for review must include and be accompanied by the following.

- ☐ This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- ☐ Application Filing Fee, payable to City of Franklin: ☐ Tier 1 \$2000 ☐ Tier 2: \$1000 (Lot size ≤ 1 acre)
☐ Tier 3: \$500 (≤ 10% Increase or decrease in total floor area of all structures with no change to parking, or change to parking only).
- ☐ Legal Description for the subject property (WORD doc or compatible format)
- ☐ Seven (7) complete collated sets of Application materials to include:
 - ☐ One (1) original and six (6) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available)
 - ☐ Seven (7) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package (The submittal should include only those plans/items as set forth in Section 15-7 0103, 15-7.0301 and 15-5.0402 of the Unified Development Ordinance that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.)
 - ☐ Reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package will be at Planning staff recommendation, if applicable.
- ☐ One colored copy (11"x17") of the building elevations, if applicable
- ☐ One copy of the Site Intensity and Capacity Calculations, if applicable (see Division 15-3 0500 of the UDO)
- ☐ Three copies of the Natural Resource Protection report, if applicable (see Section 15-7 0103Q of the UDO)
- ☐ Email (or CD ROM) with all plans/submittal materials Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)

- *Upon receipt of a complete submittal, staff review will be conducted within ten business days. Additional materials may be required
- *Site Plan/Site Plan amendment requests require Plan Commission or Community Development Authority review and approval

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).

Signature: Craig A. Ewald
Name & Title (PRINT): CRAG A. EWALD MANAGER
Date: 11/18/19

Signature: Jim Flowers
Name & Title (PRINT): Facilities Specialist
Date: 11/18/19

Signature: _____
Name & Title (PRINT): _____
Date: _____

Signature: _____
Name & Title (PRINT): _____
Date: _____



Date of Application: _____

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

Complete, accurate and specific information must be entered. **Please Print.**

Applicant (Full Legal Name[s]).

Name: Jim Flowers
Company: Enterprise Rent-A-Car Company of Wisconsin, LLC, a Delaware limited liability company
Mailing Address: 817W22650 Lincoln Avenue
City / State: Waukesha Zip: 53186
Phone: 262-544-8300
Email Address: james.d.flowers@ehi.com

Applicant Is Represented by* (contact person)(Full Legal Name[s])

Name: _____
Company: _____
Mailing Address: _____
City / State: _____ Zip: _____
Phone: _____
Email Address: _____

Project Property Information:

Property Address: 6321 S. 108th Street
Property Owner(s): CBDT 6321 Real Estate, LLC a Wisconsin limited liability company
Mailing Address: 6321 S. 108th Street
City / State: Franklin, WI Zip: 53132
Email Address: cwald@ewaldauto.com

Tax Key Nos: 704-9973-000
Existing Zoning: M-1 Limited Industrial District & C-1 Conservancy District
Existing Use: 0512 New and Used car dealers, 0501 Recreational vehicles dealers, 7014 Passenger car rental & 7030 General
Proposed Use: Vehicle Rental
Future Land Use Identification: _____

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Special Use/Special Use Amendment submittals for review must include and be accompanied by the following:

- ☐ This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- ☐ Application Filing Fee, payable to City of Franklin
 - ☐ \$1500, New Special Use over 4,000 square feet
 - ☐ \$1000 Special Use Amendment
 - ☐ \$750, New Special Use under 4,000 square feet
- ☐ Legal Description for the subject property (WORD doc or compatible format).
- ☐ One copy of a response to the General Standards, Special Standards (if applicable), and Considerations found in Section 15-3 0701(A), (B), and (C) of the Unified Development Ordinance available at www.franklinwi.gov.
- ☐ Seven (7) complete collated sets of Application materials to include
 - ☐ One (1) original and six (6) copies of a written Project Summary, *including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available*
 - ☐ Three (3) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package. *(The submittal should include only those plans/items as set forth in Section 17-7.0101, 15-7.0301 and 15-5.0402 of the Unified Development Ordinance that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.)*
 - ☐ Four (4) folded reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package
- ☐ One colored copy (11"x17") of the building elevations, if applicable.
- ☐ Three copies of the Natural Resource Protection Plan and report, if applicable (see Section 15-4 0102 & 15-7.0201 of the UDO)
- ☐ Email (or CD ROM) with all plans/submittal materials. *Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)*

*Upon receipt of a complete submittal, staff review will be conducted within ten business days

*Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).

Signature: *Craig A. Ewald*
Name & Title (PRINT): CRAIG A. EWALD MANAGER
Date: 11/18/19

Signature: *Jim Flowers*
Name & Title (PRINT): Jim Flowers, Facilities Specialist
Date: 11/18/19

Signature: _____
Name & Title (PRINT): _____
Date: _____

Signature: _____
Name & Title (PRINT): _____
Date: _____

Enterprise Rent-A-Car Project Summary

6321 S. 108th Street
Franklin, WI 53027

Jim Flowers, on behalf of Enterprise Rent-A-Car Company of Wisconsin, LLC, is seeking a conditional use/zoning approval from the Plan Commission to operate a car rental business at the aforementioned address. Enterprise plans to sublease about 832 square feet of office space. Our lease holder improvements include, but not limited to:

- Updating the interior office space with a demising wall to separate the Truck Center and our office space while adding a manager's office
- Adding exterior signage per local zoning code (already completed, permit was issued)

Enterprise was founded in 1957 and has been operating in Wisconsin for 25 years. Our business activities throughout the state include renting automobiles, renting commercial trucks, auto fleet leasing, as well as retail and wholesale auto sales. As a privately held company, Enterprise supports the communities it operates in. This ranges from providing local jobs to patronizing local companies for business materials/services.

Our proposed use of 6321 S. 108th Street is automobile rental in the 832 square feet of space located inside the Ewald Truck Center. Additionally, vehicles will be cleaned in the Dodge Dealership garage prior to being rented. This includes washing, vacuuming, and interior detailing. We will not rent commercial trucks or sell automobiles out of this location. Our clientele ranges from customers of collision centers, dealerships and business travelers to local retail customers having their vehicles serviced in the area. The maximum number of employees would be 3. This includes both full and part time employees. The hours of operation will be 7:30am – 5:00pm Monday through Friday, Saturday 9:00AM - Noon and Closed Sunday. We anticipate the number of vehicles onsite to vary between 1 to 25 vehicles which include employee vehicles and vehicles waiting to be rented.

This space was occupied by Mayfair Rent-A-Car which Enterprise Holdings acquired in 2018. While Enterprise is also in the automotive industry, we rent automobiles while using environmentally friendly car cleaning chemicals and all vehicle maintenance and repairs are done at local dealerships, service and collision repair shops. We pride ourselves on expanding into communities, creating jobs and boosting the local economy. Thank you for the opportunity to apply for this conditional use/zoning permit in the City of Franklin, Wisconsin.

Jim Flowers
Enterprise Rent-A-Car, Facilities Specialist

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

A. **General Standards.** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response: We propose to operate a car rental business onsite at the Ewald Automotive Truck Center located at 3121 S. 108th Street. Prior to Enterprise Rent-A-Car operating, Mayfair rent a car operated under Ewald Automotive Group's special use permit issued in 2014. Enterprise purchased Mayfair rent a car in 2018. Enterprise will function and adhere to similar business functions as a car rental business occupying the same 832 square feet of office space. Enterprise Rent-A-Car will complement the current business mix in the immediate area. Our clientele ranges from customers of collision centers, dealerships and business travelers to local retail customers having their vehicles serviced in the area. Existing automotive businesses such as Ewald Chrysler-Jeep-Dodge and Truck Center, Hiller Ford, Boucher VW and automotive body shops will benefit with our presence in the area.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response: Enterprise Rent-A-Car prides its-self on positively impacting our customers, employees and the communities we operate in with upmost integrity. Our very own sustainable business practices are outlined and adhered to within our business culture. We rent automobiles while using environmentally friendly car cleaning chemicals. We'll only clean our vehicles onsite for rental customers. All fueling, maintenance and service work will be performed with local, off-site vendors. Enterprise will not perform any new development to the property. We're entering an existing and established business development that Ewald Automotive established in 2014. The impact on the immediate area can only be positive as we compliment the current businesses mix as an automotive industry leader, renting automobiles.

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response: Our proposed use will complement the current businesses in the immediate vicinity. No new construction or development with a substantial scope of work will be done onsite. We propose to perform some minor interior work to the 832 square feet

of office space. Adding a dividing wall to separate our office space with the truck center and a manger office.

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response: The current development allows for public and private utilities, police and fire protection and refuse disposal. Enterprise is committed to keeping the property compliant with proper emergency fire lanes, access and egress during emergencies. Ewald Automotive Group teams up with KPA, safety consultant, to review their operations yearly along with Enterprise operating onsite. Along with safety inspections, Enterprise performs inspections on our life/safety equipment such as fire extinguishers and eye wash station.

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response: Enterprise Rent-A-Car will fit perfectly with Ewald Automotive Groups existing development and site plan. The layout allows for our rental vehicles to be stored onsite while customers can enter and exit the property without congestion. Our business model is designed to keep rental vehicles on the road which benefits the site allowing customer room to park and perform business onsite. Our parking plan is designed to allow room for our daily flow of customer and renal vehicles.

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Response: No changes are being made to the property as is; therefore, Enterprise's operation will not result in any destruction, loss or damage of any natural, scenic, or historic feature of significant importance.

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

Response: We propose to be 100% compliant with the City's determination for special use

within the district's standards. Enterprise treats community leadership as a business partner; further growing our business and ultimately impacting the communities we operate in. We look forward to continuing our business relationship with the City of Franklin and working with the Ewald Automotive Group to assist the communities need for rental vehicles and automotive care.

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response: Under section 15-3.0703 we do not see any detailed standards that fall within our special use of renting automobiles.

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response: Enterprise was founded in 1957 and has been operating in Wisconsin for 25 years. Our business activities throughout the state include renting automobiles, renting commercial trucks, auto fleet leasing, as well as retail and wholesale auto sales. As a privately held company, Enterprise supports the communities it operates in. This ranges from providing local jobs to patronizing local companies for business materials/services. Not only will we continue to provide a service for renting automobiles, we impact communities by teaming with the United Way. Our contributions by employees and matched by the Taylor Family Foundation are felt in many communities around South East Wisconsin and impacting the state of Wisconsin. Recently, we donated time and money to Feeding America fulfilling a pledge by our founder, Jack Tylor to give back to those in need, keeping food on the table.

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Response: Enterprise Rent-A-Car purchased Mayfair rent a car in 2018. Enterprise took over operations, customers and onsite square footage pursuant to Ewald Automotive Groups 2014 special use permit. The acquisition in 2018 was a prime location to expand our business back into the Franklin community and market place. Enterprise

continues to service automotive rental needs in the immediate vicinity that Ewald Automotive Group established with Mayfair rent a car.

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

Response: Ewald Automotive Group has done a thorough site plan and execution blending their businesses within the immediate vicinity. Enterprise Rent-A-Car will continue to operate within the proposed site plan established in 2014.

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

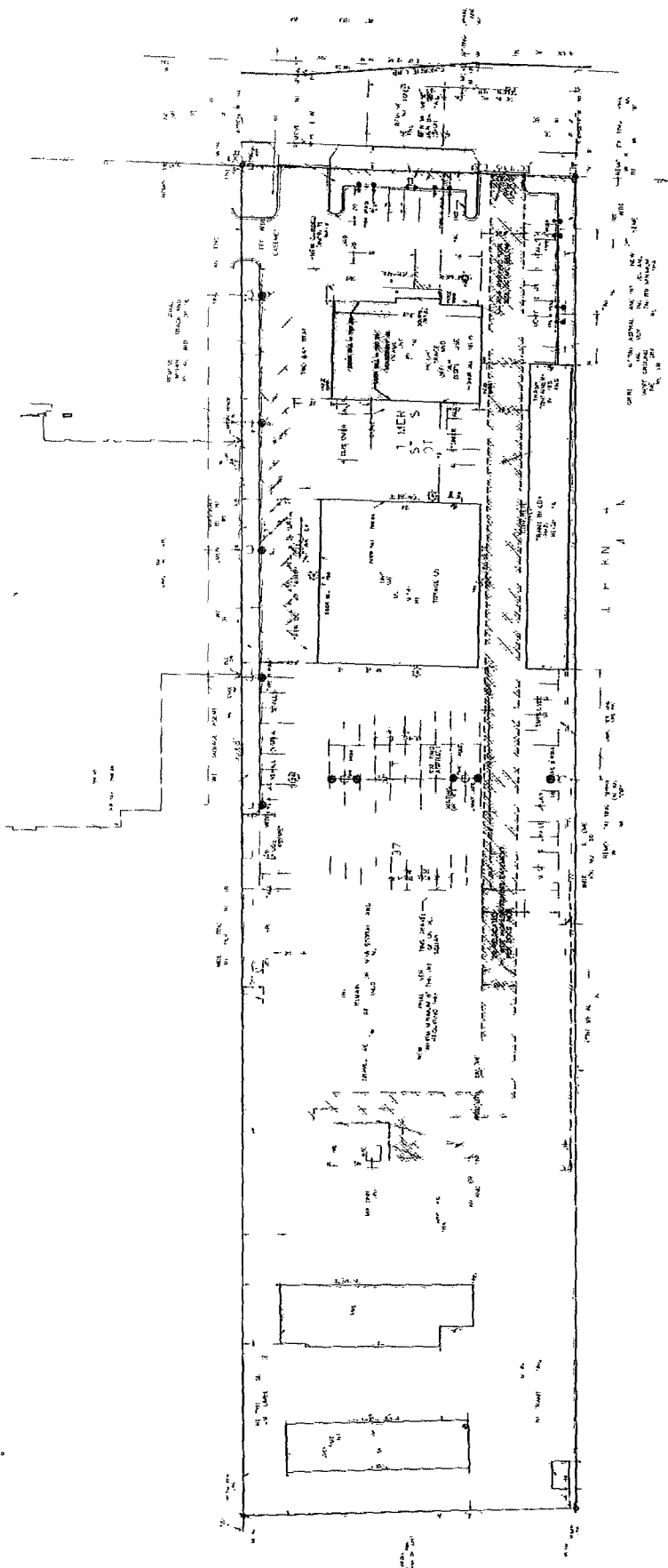
Response: Enterprise Rent-A-Car will provide automotive rentals as first established by Mayfair rent a car and Ewald Automotive Group in 2014. We'll continue to support the surrounding area businesses and community's need for automotive rentals. We see this as a positive relationship with the Ewald Automotive Group while supporting current dealerships and automotive body shops in the immediate area.

Legal Description

6321 South 108th Street, bearing Tax Key No. 704-9973-000

All that part of the Northeast $\frac{1}{4}$ of Section 6, Township 5 North Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follow to wit:

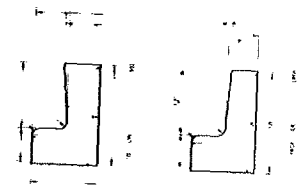
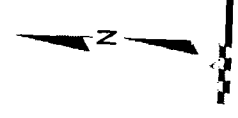
Commencing at a point of the East Line of said Northeast $\frac{1}{4}$ of Section 6 which is 330.25 feet South of the Northeast corner of said $\frac{1}{4}$ Section; thence South on said line 196.59 feet to a point; thence S. 88 degrees 19' W., parallel to the North line of said $\frac{1}{4}$ Section, 844.77 feet to a point; thence N. 3 degrees 16'30" W., 196.57 feet to a point; thence N. 88 degrees 19' E., 855.99 feet to the place of commencement.



Enterprise 18
Parking Stalls

Enterprise
Office Space

- PROJECT NOTES:**
1. LOT SIZE = 154,883 SF or 3.56 ACRES
 2. IMPERVIOUS = 81,601 SF
GREEN SPACE = 73,282 SF
LANDSCAPE SURFACE RATIO = 0.47
 3. CURRENT ZONING M-1
PROPOSED ZONING M-1
 4. SETBACKS:
FRONT 40'
REAR YARD 15'
SIDE YARD 20'
WETLAND BUFFER - 30'
WETLAND SETBACK 50'
PARKING STALL REQUIRED = 11(1/1000 SF RETAIL SPACE)
PARKING STALLS PROPOSED = 11
 - 5.



| REVISIONS | DATE | BY | CHKD |
|-----------|----------|----------|----------|
| 1 | 11/11/11 | J. J. J. | J. J. J. |
| 2 | 11/11/11 | J. J. J. | J. J. J. |
| 3 | 11/11/11 | J. J. J. | J. J. J. |
| 4 | 11/11/11 | J. J. J. | J. J. J. |
| 5 | 11/11/11 | J. J. J. | J. J. J. |

TO ASSOCIATES, INC.
10000 W. 100TH AVE.
SUITE 100
MINNETONKA, MN 55345
TEL: 952.891.1111
WWW.TOA-ASSOCIATES.COM

CITY OF FRANKLIN, WI
EWALD TRUCK CENTER
10000 W. 100TH AVE.
SUITE 100
MINNETONKA, MN 55345
TEL: 952.891.1111
WWW.TOA-ASSOCIATES.COM

SITE DEVELOPMENT PLAN

OWNER/DEVELOPER:
JOHN ENTERPRISE

FUTURE BODY SHOP

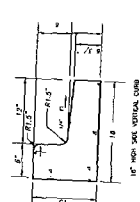
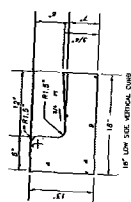
EXISTING
BUILDING

LOVERS LANE (S 1/4 100)

VEHICLE DISPLAY STALLS
97 STALLS TOTAL

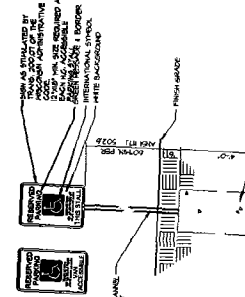
ALL PARKING STALLS
9' X 20' MINIMUM

- PROJECT NOTES:
1. LOT SIZE = 154,863 SF or 3.56 ACRES
 2. IMPERVIOUS = 81,601 SF
GREEN SPACE = 73,262 SF
LANDSCAPE SURFACE RATIO = 0.47
 3. CURRENT ZONING - M-1
 4. PROPOSED ZONING - M-1
 5. SETBACKS:
FRONT 40'
REAR YARD - 15'
SIDE YARD - 20'
WETLAND BUFFER - 30'
WETLAND SETBACK - 50'
PARKING STALL REQUIRED = 11(11,000 SF RETAIL SPACE)
PARKING STALLS PROPOSED = 11



18" CONCRETE CURB AND GUTTER

HC PARKING SIGN



OWNER/DEVELOPER:
CBOT ENTERPRISES
6319 S. 108th Street
Franklin WI 53132

| REVISIONS | DATE | BY | DATE | BY |
|-----------|----------|----|----------|----|
| 1 | 12-20-20 | TD | 12-20-20 | TD |
| 2 | 12-20-20 | TD | 12-20-20 | TD |
| 3 | 12-20-20 | TD | 12-20-20 | TD |
| 4 | 12-20-20 | TD | 12-20-20 | TD |
| 5 | 12-20-20 | TD | 12-20-20 | TD |

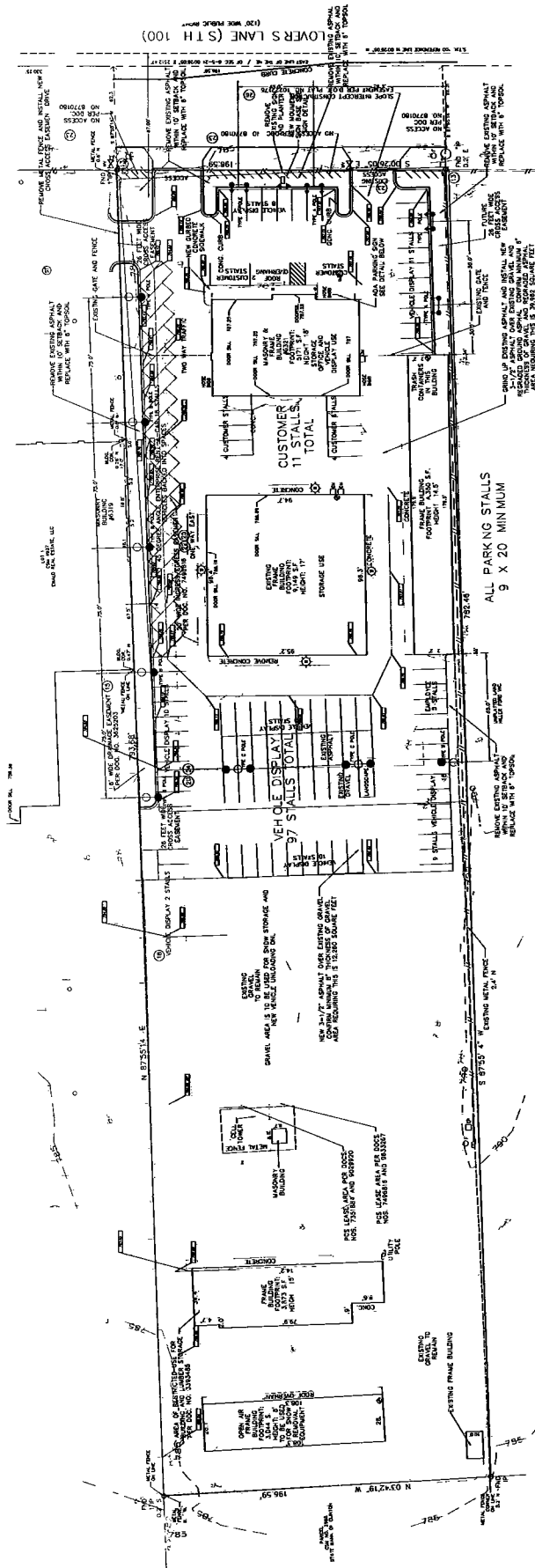
TD ASSOCIATES, INC.
1000 N. 108th Street
Franklin, WI 53132
TEL: 262.221.1111
FAX: 262.221.1112
WWW.TDASSOCIATES.COM

CITY OF FRANKLIN, WI
EVALD TRUCK CENTER
1000 N. 108th Street
Franklin, WI 53132

SITE DEVELOPMENT PLAN

SCALE: 1" = 20' DATE: 12-20-20
DESIGNED BY: TD DRAWN BY: TD CHECKED BY: TD
APPROVED BY: TD

SHEET C-20





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|------------------------------|--|---------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | REQUEST TO GRANT EXEMPTION FROM REQUIREMENT TO CONNECT TO WATER MAIN AT 10475 W. ST. MARTINS ROAD (TAX KEY 800 9999 001) | ITEM NO. <i>G.9.</i> |

BACKGROUND

John & Rita Schleck, the property owners at 10475 W. St. Martins Road, are constructing a new home. Their parcel is a flag lot with a 40+/- foot width connection to the W. St. Martins road right-of-way that contains public sanitary sewer and water main. The Owner will connect to the sanitary sewer but has asked for an exemption to connect to the water main and alternatively install a well.

The Franklin Municipal code discusses requirement to connect to water mains:

§ 190-19 Connection to Water Mains- D Connection required - (1) All buildings to be used for human habitation, including residential ... constructed or to be constructed upon any vacant land adjacent to or abutting any public right-of-way or easement wherein a municipal water main is installed or is being installed as required by the City of Franklin, shall be connected to the municipal water system and not be serviced by a private well "

There is a process for which the above section may be exempted:

(5) The Common Council may grant an exemption from the requirements of Subsection D (1) above upon the application of the owner of the land improved or to be improved by such buildings where it finds that compliance with Subsection D (1) would create an unnecessary hardship or practical difficulty.

ANALYSIS

The Board of Water Commissioners discussed this issue on July 16, 2020. There was some uncertainty that the property owner was aware that he was required to connect when the building permits were obtained. As partially described in the written request from Mr. Schleck, there are some extenuating circumstances that the applicant believes would qualify as a financial hardship to connect at a location beneath the westbound lane of W. St. Martins.

After much discussion, the Board made a conditional recommendation to the Common Council that:

1. If Mr. Schleck was made aware of the fact that he was required to connect to municipal water (as evidence on a permit) then he should be required to connect to public water main in W. St. Martins Road. or
2. If Mr. Schleck was not made aware of the fact that he was required to connect to municipal water (as evidence on a permit), then he should be allowed to construct a private well but through an agreement recorded with his property deed, the property would receive a flat-rate water bill per the calculation and procedure with other flat-rate water customers.

Staff discussed this with the Inspection Services Department and two documents were located.

The first document was a permit issued by the City of Franklin. Note that the application indicates that the water would be "municipal." To explain the indication for municipal water, the applicant has stated that

"...it appears that inspector Tom Fell [former Franklin inspector] overwrote the paperwork I filled out. I remember NOT checking the box because I was told I have the option to install a well You can plainly see where he changed other numbers, etc and the handwriting is different from mine, but the same as his signature. My wife CLEARLY

remembers handing the paperwork in and the secretary questioning her about the type of connection, leading my wife to call me from city hall about which box to select and me saying leave it blank so we have the option. Tom took it upon himself to select "municipal water"- clearly in his handwriting You can see the date where I signed and the date he stamped were weeks apart It was NEVER brought to my attention in writing nor mentioned in person. Please see the attached copy and let me know your thoughts This is EXTREMELY concerning to me as this could be the determining factor of me losing the house I have worked my entire life to get!"

Inspection services was also able to obtain and provide a copy of the State online permit that a builder must apply for before application at the City. Note that this form was filled out, electronically signed, and submitted by the applicant. Note that water was listed as "Municipal."

Given the evidence listed above, Staff believes that the applicant had sufficient reason to know that municipal water was required as part of his building permit. Therefore, the Board of Water Commissioner's recommendation to Common Council should be to deny the request and require the property owner to connect the new home to municipal water.

OPTIONS

- A. Deny exemption for connection to municipal water, or
- B. Approve exemption for connection to municipal water and authorize Staff to draft agreement for execution by City Officials to be recorded with the deed for flat-rate billing, or
- C. Refer back to Staff with further direction.

FISCAL NOTE

Not Applicable. Cost to connect would be borne by the property owner.

If Option B is selected, Staff would need to compute a justifiable flat-rate Quarterly water bill. Note that a home using 12,000 gallons of water per quarter with current rates receives a bill of approximately \$60/quarter + \$6.60 fire protection charges.

RECOMMENDATION

(Option A) Motion to deny request to grant exemption from requirement to connect to water main at 10475 W. St. Martins Road (Tax Key 800 9999 001).

Engineering GEM



04/22/20

Dear Mr. Morrow

I am writing this letter to address the water connection to my property located at 10475 West Saint Martins Road in the City of Franklin. I would like to address the possibility of the city allowing me to supply my home with a well rather than a traditional connection to city provided water. As you will see in the notes below, a traditional connection would provide both unneeded hardship and substantial financial burden.

In a traditional situation, the water and sewer are both at the lot line or possibly one or the other on the opposite side of the road. A typical open cut is made using an excavator, the connection is made, stop box installed at surface, and backfill using appropriate stone. In my experience over the last 20 years, this process takes about 6-8 hours to complete.

In the situation at my property, the sewer is in the traditional location running perpendicular to my driveway. However, the water connection runs directly under the northbound lane of Saint Martins Road. I had the water main marked by the DPW to confirm this. If forced to make a connection to the water line at this location, the process would be as follows:

- Saw cut road
- Saw cut curb
- Remove (2) pieces of sidewalk
- Provide plan to reroute traffic
- Excavate to depth of water main
- Provide main tap
- Horizontal bore HPDE line from my property to main
- Install stop box in my property
- Backfill both excavations with appropriate slurry mix
- Re-pour both curb and sidewalk
- Install asphalt to City of Franklin specs
- Provide bond for work

As you can see, this is a VERY invasive process and will cost over \$20K on top of the money already being spent to run the HPDE supply 871' from the house to the road. This cost will be compounded because the above-mentioned house to road supply would also cost \$9,840 for the boring and HPDE supply pipe. Please note that per the Wisconsin Department of Natural Resources, the separation of water supply and sanitary sewers is a minimum of 5' horizontally or 18" vertically, which will not allow me to install both lines in the same bore shot. This also provides an additional cost of \$6,960 to the project.

I would be very gracious if the City of Franklin would view this as a true financial hardship for my wife and I as well as an unnecessary disruption to a fairly new roadway.

If I have not explained everything clearly enough or there are concerns please feel free to contact me at (414) 416-3980.

Thank you for your consideration,

John & Rita Schleck

10475 West Saint Martins Road
Franklin, Wisconsin 53132
(414) 416-3980
jpschleckconstruction@gmail.com

Work shall not proceed until the inspector has approved the various stages of construction or two business days have been elapsed since the day of inspection request. This permit will expire 24 months after the date of issuance if the building's exterior has not been completed. Keep this card posted until final inspection has been made. (WI Stats. 101.63)

| SITE INFO | |
|--|---------------|
| SUBDIVISION | N/A |
| LOT NO | 1 BLOCK NO. 0 |
| ZONING DISTRICT | R-3 |
| SW 1/4, NW 1/4, of section 17, T5N, R21E | |
| PARCEL NO. | 800-9999-000 |
| SETBACKS. | |
| FRONT | 376.09 ft |
| LEFT | 90.62 ft |
| REAR | 348.35 ft |
| RIGHT | 140.97 ft |

| INSPECTIONS | | | |
|------------------|-------|-------|---------|
| PHASE | ROUGH | FINAL | EROSION |
| FOOTING | | | |
| FOUNDATION | | | |
| BSMT DRAIN TILES | | | |
| CONSTRUCTION | | | |
| PLUMBING | | | |
| HEAT/VENT/AC | | | |
| ELECTRICAL | | | |
| INSULATION | | | |
| OCCUPANCY | | | |

| CONTRACTORS | | |
|--------------------------------------|--------------|--------------|
| NAME | CREDENTIAL # | PHONE |
| G C | | |
| HVAC | 6184 | 262-786-4450 |
| QUALITY HEATING & SHEET METAL CO INC | | |
| ELEC. | 1121483 | 262-370-6698 |
| SOLUTIONS ELECTRIC | | |
| PLBG | 225961 | 414-427-9464 |
| RICHARD F SENFT JR | | |
| MSTR ELEC | 679532 | 262-370-6698 |
| JEREMY T HOOD | | |

WISCONSIN UNIFORM

BUILDING PERMIT # I20181998

Affix uniform permit seal here (when applicable) Seal No..

4047129

X Constr ☐ HVAC ☐ Elect ☐ Plumb ☐ Erosion

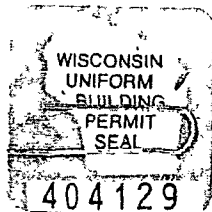
Project:

| | | |
|-----------|---|-----------------------|
| Issued To | OWNER (Agent) John P. Schleck | PHONE 414-416-3980 |
| | BUILDING SITE ADDRESS 10475 West Saint Martins Road CITY, VILLAGE, TOWN FRANKLIN | |

| | | |
|-----------|----------------------------------|-----------------------|
| Issued by | PERSON ISSUING Thomas R. Fell | CERT. NO. 242258 |
| | DATE ISSUED 08/13/2018 | PHONE 414 425 0084 |

Comments: Se Plan Review Letter

NOTICE OF NONCOMPLIANCE: This issuing jurisdiction shall notify the applicant in writing of any violations to be corrected. All cited violation, except erosion control ones, shall be corrected within 30 days of notification, unless extension time is granted



| | | |
|---|--|--|
| Professional Division 11 63, 101 73 | Wisconsin Uniform Building Permit Application Instructions on back of second ply. The information you provide may be used by other government agency programs [(Privacy Law, s. 15 04 (1)(m))] | Application No. <u>2018 1998</u> Parcel No. <u>A20181695</u> <u>800-9999-000</u> |
| 404129 | QUESTED <input checked="" type="checkbox"/> Constr. <input type="checkbox"/> HVAC <input type="checkbox"/> Electric <input type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Erosion Control <input type="checkbox"/> Other: | |

| | | |
|---|---|---------------------------------------|
| Owner's Name <u>John P. Schleck</u> | Mailing Address <u>9316 S. Orchard Park Circle Oak Creek, WI 53154</u> | Tel. <u>(414) 416-3980</u> |
| Contractor Name & Type <u>Home Owner Built</u> | Lic/Cert# <u></u> | Exp Date <u></u> |
| Dwelling Contractor (Constr.) <u>Home Owner Built</u> | Mailing Address <u>(COP)</u> | Telephone & Email <u>jpschleck</u> |
| Dwelling Contr. Qualifier (The Dwelling Contr Qualifier shall be an owner, CEO, COB or employee of the Dwelling Contr.) | | <u>construction</u> |
| HVAC <u>Quality Heating & Inc.</u> | <u>6184</u> | <u>1/30/22</u> |
| Electrical Contractor <u>Solutions Electrical, Inc.</u> | <u>1121483</u> | <u>6/30/20</u> |
| Electrical Master Electrician <u>Jeremy T. Hood</u> | <u>679552</u> | <u>6/30/21</u> |
| Plumbing <u>PARKVIEW Plumbing, Inc.</u> | <u>225961</u> | <u>3/2020</u> |

| | | | |
|--|---|--|--|
| PROJECT LOCATION <u>196,714</u> Sq.ft. | <input type="checkbox"/> One acre or more of soil will be disturbed | <input checked="" type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City of <u>Franklin</u> | SW <u>1/4</u> , NW <u>1/4</u> , of Section <u>17</u> , T <u>S</u> , R <u>21</u> , E <u>W</u> |
| Building Address <u>10475 W. Saint Martins Road</u> | County <u>MKE</u> | Subdivision Name <u>N/A CSM 8777</u> | Lot No <u>N/A 1</u> |
| Zoning District(s) <u>R-3</u> | Zoning Permit No. | Setbacks: Front <u>28.40</u> ft, Rear <u>29.99</u> ft, Left <u>72.18</u> ft, Right <u>114.47</u> ft | Block No. <u>N/A</u> |

| | | | | | | | | | | | | | | | | | |
|---|--|--|---|--|--|---|--|--|---|--|--|--|--|--|--|--|--|
| 1. PROJECT <input checked="" type="checkbox"/> New <input type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Raze <input type="checkbox"/> Addition <input type="checkbox"/> Move <input type="checkbox"/> Other | | | 3. OCCUPANCY <input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other | | | 6. ELECTRIC Entrance Panel Amps: <u>200</u> <input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead | | | 9. HVAC EQUIP. <input checked="" type="checkbox"/> Furnace <input type="checkbox"/> Radiant Basebld <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central AC <input type="checkbox"/> Fireplace <input type="checkbox"/> Other: | | | 12. ENERGY SOURCE Fuel: Nat Gas <input checked="" type="checkbox"/> LP <input type="checkbox"/> Oil <input type="checkbox"/> Elec <input type="checkbox"/> Solid <input type="checkbox"/> Solar Geo <input type="checkbox"/> Space Htg <input type="checkbox"/> Water Htg <input checked="" type="checkbox"/> | | | | | |
| 2. AREA INVOLVED (sq ft) Unit 1: <u>1515</u> , Unit 2: <u>1206</u> , Total: <u>2721</u> | | | 4. CONST. TYPE <input checked="" type="checkbox"/> Site-Built <input type="checkbox"/> Mfd. per WI UDC <input type="checkbox"/> Mfd per US HUD | | | 7. WALLS <input checked="" type="checkbox"/> Wood Frame <input type="checkbox"/> Steel <input type="checkbox"/> ICF <input type="checkbox"/> Timber/Pole <input type="checkbox"/> Other | | | 10. SEWER <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit# | | | 13. HEAT LOSS 62778 BTU/HR Total Calculated | | | | | |
| 5. STORIES <input checked="" type="checkbox"/> 1-Story <input checked="" type="checkbox"/> 2-Story <input type="checkbox"/> Other | | | 8. USE <input checked="" type="checkbox"/> Seasonal <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Other | | | 11. WATER <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> On-Site Well | | | 14. EST. BUILDING COST w/o LAND <u>\$450,000</u> | | | | | | | | |

I understand that I, am subject to all applicable codes, laws, statutes and ordinances, including those described on the reverse side of the last ply of this form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the back of the permit if not signing below. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

☒ I vouch that I am or will be an owner occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the second page of this form.

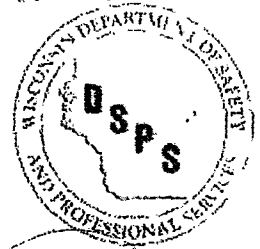
APPLICANT (Print:) John P. Schleck Sign: J.P. Schleck DATE 6/5/18

APPROVAL CONDITIONS This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty ☐ See attached for conditions of approval.

| | | | |
|--|--|-------------------------------------|--|
| ISSUING JURISDICTION <input type="checkbox"/> Town of <input type="checkbox"/> Village of <input checked="" type="checkbox"/> City of <u>Franklin</u> | <input type="checkbox"/> County of <input type="checkbox"/> State <input type="checkbox"/> State <u>WI</u> | State-Contracted Inspection Agency# | Municipality Number of Dwelling Location <u>40226</u> |
|--|--|-------------------------------------|--|

| | | | |
|--|---|---|--|
| FEES: Plan Review \$ <u>250.00</u> Inspection \$ <u>2008.65</u> Wis Permit Seal \$ <u>40.00</u> Other \$ <u>174.20</u> Total \$ <u>2472.85</u> | PERMIT(S) ISSUED <input checked="" type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Erosion Control | WIS PERMIT SEAL # <u>404129</u> | PERMIT ISSUED BY: Name <u>THOMAS R. FELL</u> Date <u>08/08/2018</u> Tel. <u>414 425 0084</u> Cert No <u>242258</u> Email: <u></u> |
|--|---|---|--|

Wisconsin Department of Safety and Professional Services Division of Industry Services



Online Building Permit System

Step 7

Print Confirmation

COPY

THIS IS NOT AN ACTUAL PERMIT. PERMIT WILL BE ISSUED BY CITY OF FRANKLIN AFTER REVIEW PROCESS.

Your filing number is '9944KYLRJO'. Please print for your records.

[Click here to Print](#)

JURISDICTION CITY OF FRANKLIN, MILWAUKEE

PROJECT TYPE NEW

PERMITS CONSTRUCTION

PARCEL NUMBER 800-9999-000

Owner

NAME John P. Schleck

ADDRESS 9316 South Orchard Park Circle #3A, Oak Creek, 53154

CONTACT 414-416-3980, jpschleckconstruction@gmail.com

Contractors

DWELLING CONTRACTOR

NAME

Lic/Cert #: Exp Date

ADDRESS

CONTACT

DWELLING CONTRACTOR QUALIFIER

NAME

Lic/Cert #: Exp Date

CONTACT**HVAC CONTRACTOR****NAME** QUALITY HEATING & SHEET METAL CO INC**Lic/Cert #:** 6184 **Exp Date** 1/30/2022**ADDRESS** 2840 N BROOKFIELD RD STE 2, BROOKFIELD, 53045**CONTACT** 262-786-4450,**ELECTRICAL CONTRACTOR****NAME** SOLUTIONS ELECTRIC**Lic/Cert #:** 1121483 **Exp Date** 6/30/2020**ADDRESS** 744 DUBLIN DRIVE, HARTFORD, 53027**CONTACT** 262-370-6698,**ELECTRICAL MASTER ELECTRICIAN****NAME** JEREMY T HOOD**Lic/Cert #:** 679552 **Exp Date** 6/30/2021**ADDRESS** 744 DUBLIN DR, HARTFORD, 53027**CONTACT** 262-370-6698,**PLUMBING CONTRACTOR****NAME** RICHARD F SENFT JR**Lic/Cert #:** 225961 **Exp Date** 3/31/2020**ADDRESS** 7920 W BUR PAL DR, FRANKLIN, 53132**CONTACT** 414-427-9464,**SUBMITTER****NAME** John P. Schleck**ADDRESS** 9316 South Orchard Park Circle #3A, Oak Creek, 53154**CONTACT** 414-416-3980, jpschleckconstruction@gmail.com**Lot Area****AREA** 196714 **SQ. FT.****1 OR MORE ACRES SOIL WILL BE DISTURBED** No**CITY OF FRANKLIN****_ 1 / 4, _ 1 / 4, OF SECTION _ , T_N, R_E / W**

SW 1/4, NW 1/4, of section 17, T5N, R10E

BUILDING**ADDRESS** 10475 West Saint Martins Road, Franklin, 53132**COUNTY** Milwaukee, **SUBDIVISION** N/A, **LOT NO.** 1, **BLOCK NO.** 0**ZONING****DISTRICT** R-3, **PERMIT NUMBER****SETBACKS** Front ft.: 376.09, Rear ft.: 348.35, Left ft.: 90.62, Right ft.: 140.97**PROJECT INFORMATION****PROJECT TYPE** NEW**2. AREA**

| AREA INVOLVED (sq ft) | Unit 1 | Unit 2 | Total |
|------------------------------|---------------|---------------|--------------|
| Unfin. Bsmt. | 1720 | 0 | 1720 |
| Living Area | 4582 | 0 | 4582 |
| Garage | 1160 | 0 | 1160 |
| Deck/Porch | 0 | 0 | 0 |
| Totals | 7462 | 0 | 7462 |

3. OCCUPANCY Single Family**4. CONSTRUCTION TYPE** Site-Built**5. STORIES** 2-Story**6. ELECTRIC** Entrance Panel Amps 200, Underground**7. WALLS** Wood Frame**8. USE** Permanent**9. HVAC EQUIP** Furnace**10. SEWER** Municipal**11. WATER** Municipal**12. ENERGY SOURCE**

Space Htg: Nat Gas

Water Htg: Nat Gas

13. HEAT LOSS 102748 BTU/HR**14. EST. BUILDING COST w/o LAND \$450,000.00**

I understand that I: am subject to all applicable codes, laws, statutes and ordinances; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign this electronic permit. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

I vouch that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the reverse side of the last ply of this form.

SIGN/PRINT NAME: John P. Schleck**DATE** 6/15/2018 7:05:35 PM

Start New Permit Request >>

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|------------------------------|---|---------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | UNDERGROUND DRAINAGE TILE AT 8956 S. 116 TH STREET (TKN 845 9997 001) | ITEM NO. <i>G.10.</i> |

BACKGROUND

Residents and the traveling public on S. 116th Street have at least two significant drainage concerns. These concerns are affecting the public right-of-way and standing water in the vicinity of 8570 and 8628 S. 116th Street. The flooding was significant enough in December 2019 that the road was closed to through traffic. On January 21, 2020, Common Council directed staff to *proceed with efforts to delineate wetlands, make application to WDNR, and if allowed, have Staff prepare and obtain property owner waivers and authorize DPW to perform needed work on private property (8531 and 8635 S. 116th Street) for the purposes of alleviating flooding on S. 116th Street.*

SEWRPC performed the wetland investigation in April (attached). At the time, the water had receded significantly where Staff could take survey shots. Considering the extent of the wetland, and discussion with the landowners regarding on private property west side of S. 116th Street is not an option.

Meanwhile, the homeowners on the eastern side of S. 116th Street made progress in lowering the lake level (behind 8628-8666 S. 116th Street) by exposing and clearing out the clay field tile acting as the discharge pipe. The tile, believed to be about 80 years old, was found to end near the property line of 8930/8956 S. 116th Street. The owners did some excavation and DPW provided additional excavation in the right-of-way, and no further tile was found. Unfortunately, the tile is at an elevation lower than the “downstream” culvert crossing the road.

ANALYSIS

Discussion with the affected property owners indicate that there are three options that may help the situation. Unfortunately, all options are not ideal and result in the tile being in a surcharged condition. All of these options result in a tile with standing water/submerged for about 300 feet north of the property line, but would allow the upstream pond to freely drain (assuming the tile doesn't collapse again).

Option 1: The tile would be extended approximately 30 feet to the right-of-way. The tile would have a negative slope (about one foot higher) so that the invert would be at the same level as the invert of the road culvert pipe. The ditch north of the culvert would be flattened to the extended tile (about 80 feet). This option provides an undesirable flat roadside ditch and a continuous cattail/wetland maintenance condition.

Option 2: The tile would terminate at its current location approximately 30 feet from the right-of-way and the flat ditch described in Option 1 would extend back to the tile. This tile would be more difficult to maintain than if extended as described in Option 1. The undesirable cattail/wetland condition would extend further on to private property.

Option 3: The tile would be extended about 90 feet directly to the culvert. The discharged water would “bubble up” at the culvert crossing. This option keeps the ditch with a desirable slope. All work on this option would be outside of the public right-of-way.

The property owners are requesting that the City supply materials and install Option 3. Historically, the City does not work on private property unless there are implications to the public property.

Staff has significant concerns including:

- DPW has limited capacity to work on this project with other public projects in a long queue.
- City would take some ownership of the 80-year old clay tile system known to have failed in multiple locations.
- WDNR and ACOE permits will be required

OPTIONS

- A. Direct Staff to perform Option 1 or Option 2 with City performing work in City ROW and allowing private property owners to construct improvements on private property; or
- B. Direct Staff to bring back an agreement with property owners that would all City to supply and perform Option 1, 2 or 3; or
- C. None of the above, require private property owners to make all needed improvements for underground tile to function.
- D. Provide further direction to Staff.

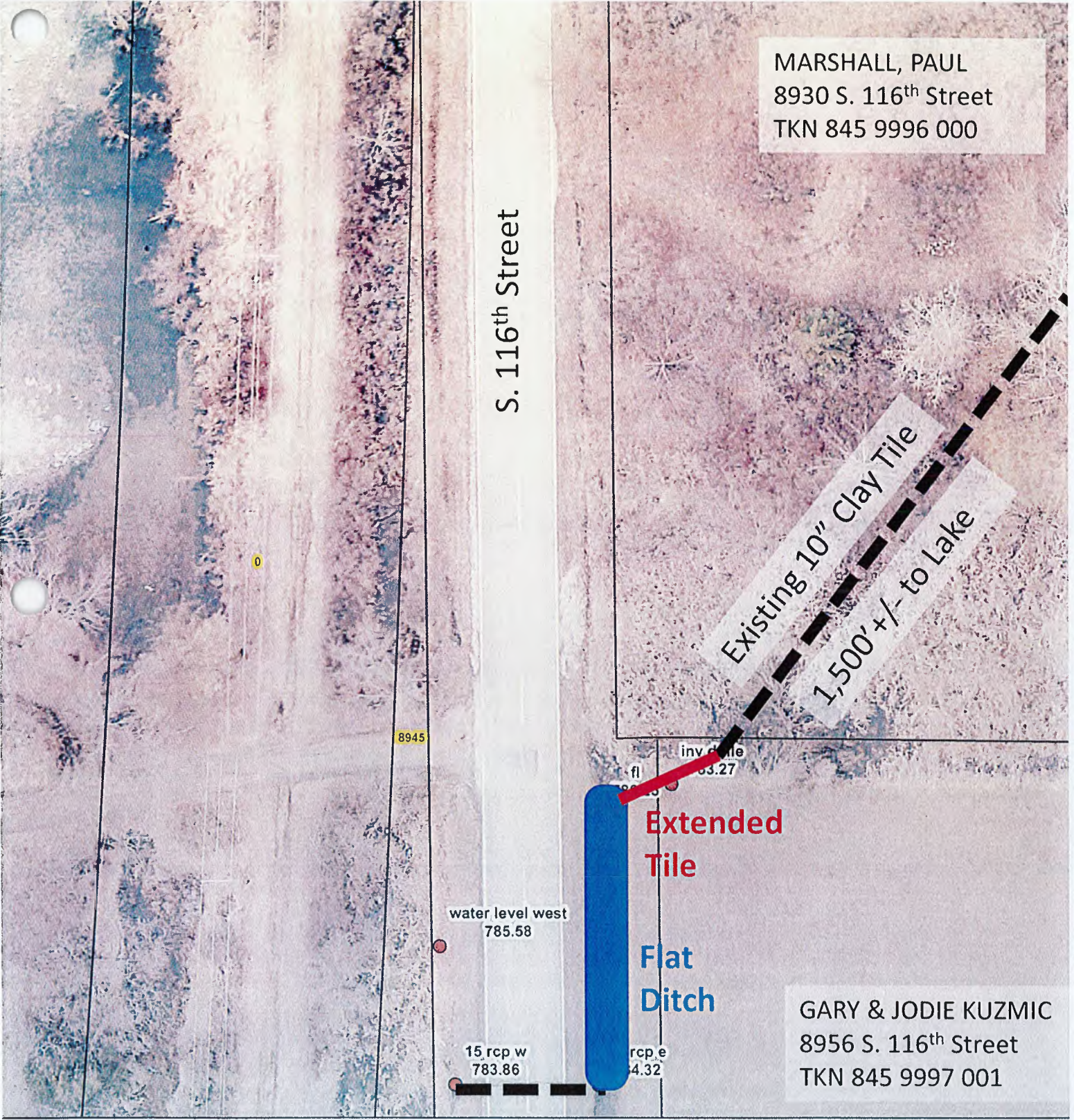
FISCAL NOTE

Depending on the wishes of the Council, Staff would need to do an estimate of time and materials.

RECOMMENDATION

(Option C) Direct Staff to continue coordination efforts with private property owners as private property owners make needed improvements on underground drainage tile at 8956 S. 116th Street.

Engineering Department: GEM



MARSHALL, PAUL
8930 S. 116th Street
TKN 845 9996 000

Existing 10" Clay Tile
1,500' +/- to Lake

Extended
Tile

Flat
Ditch

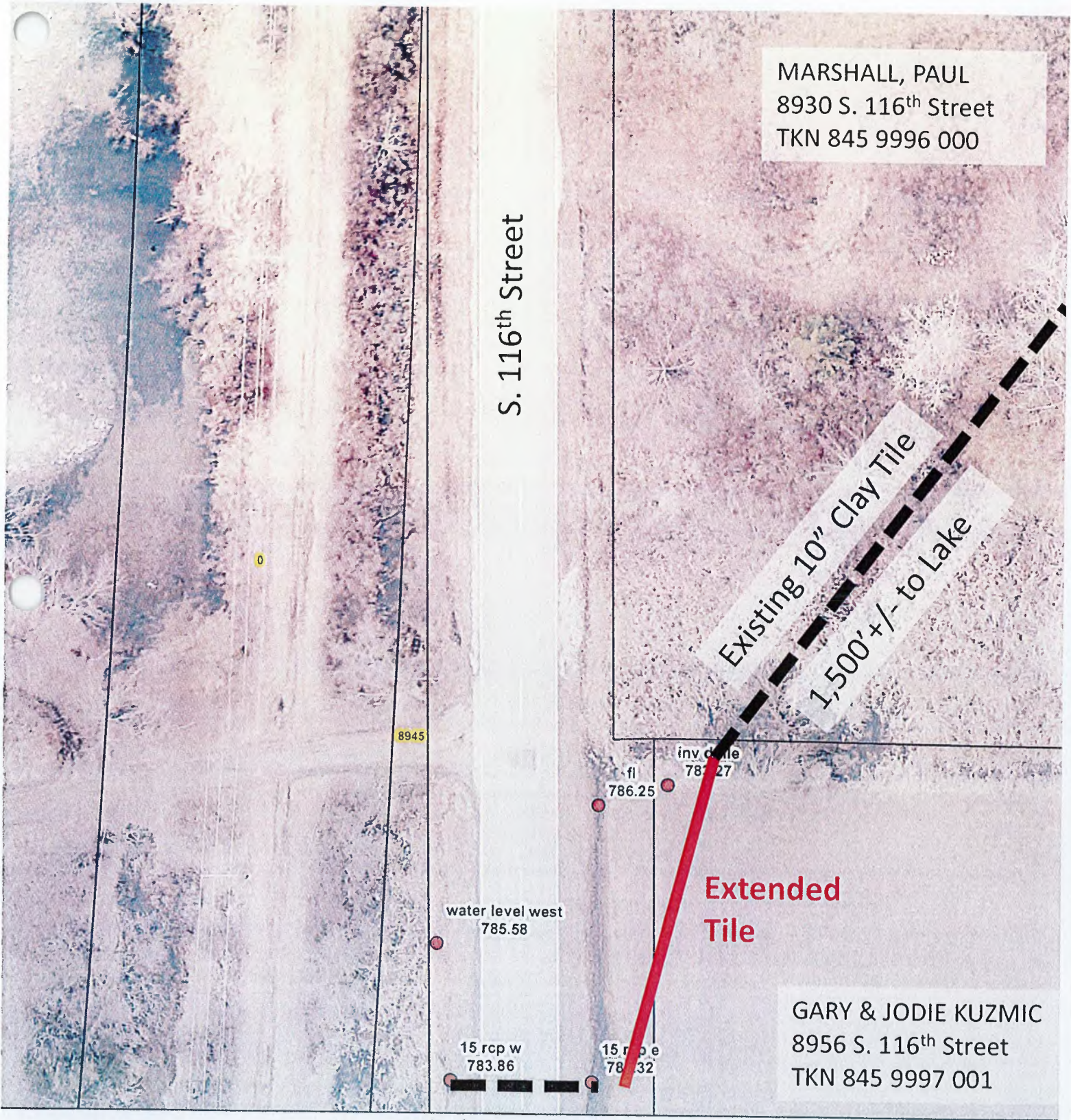
GARY & JODIE KUZMIC
8956 S. 116th Street
TKN 845 9997 001

Existing Road
Culvert

S. 116th Street Tile Option 1



S. 116th Street Tile Option 2



S. 116th Street Tile Option 3

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|------------------------------|--|------------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE July 7, 2020 |
| REPORTS & RECOMMENDATIONS | Commercial and Industrial Promotion of Franklin Business and Industrial Parks via Site Selection Magazine \$19,000 Advertising Package FY 2020 – 2021 | ITEM NUMBER <i>G.11.</i> |

Background

At the June 16th, 2020 meeting, Common Council approved a general fund carry forward of \$23,000 of unused 2019 economic development appropriations for marketing and assistance with upgrading planning tools, ensuring that the Economic Development Department's budget can easily support a significant advertising campaign and still have funds for additional marketing activities and planning projects during the remainder of the year.

At their June 22nd, 2020 meeting, the EDC reviewed a proposal from Site Selection magazine and, upon consideration of the package and a review of Site Selection Magazine (summarized on the following page and with a series of attachments supporting that summary), the EDC approved a motion to recommend a \$19,000 purchase as summarized here:

Site Selection Magazine Proposal

2-page Investment Profile (September issue) sponsored content, which includes overruns, homepage, e-newsletter and social media exposure (\$13,000 stand-alone rate).

3 ½ page ads (Nov 2020, Jan and March 2021) (\$3,750 stand-alone rate per ad).

Purchased separately, total is \$24,250. Packaged, the total is \$19,000 and includes:

- Free 300 x 250 website banner alongside report of our choice for 6 months
- Free “Site of The Week” post with photo & description on the Investor Watch e-newsletter reaching 22,000 double opt-in subscribers and exposure across industry leading (most followers) social media platforms.

COUNCIL ACTION REQUESTED

Motion to accept the EDC recommendation and approve the purchase of a \$19,000 advertising package with Site Selection Magazine using the Economic Development budget.

About Site Selection Magazine

Site Selection is a B2B brand that reaches individuals that manage industrial assets, including all aspects of real estate management including site selection for corporations. Qualified recipients are CEO's, Partners, Chairmen, Presidents, Owners, VP's, Treasurers, and other corporate officers; c-suite site selectors, site selection consultants and commercial/industrial brokers (*Media kit demographics attached.*)

Since 1954, *Site Selection Magazine* has provided location intelligence for corporate expansion planners, and connections to economic developers that busy executives need. Today, advertisers reach over 68,000 corporate executives with active relocation and expansion projects through multiple channels:

- Print edition and Digital editions
- Website SiteSelection.com
- E-Newsletter "Investor Watch" (*email attached*) – 22,000 subscribers, 2x week
- Social media reach, including 9,502 followers on Facebook and Twitter, and 4,348 LinkedIn Followers (~2x of closest competitor)

Site Selection is the official publication of the Industrial Asset Management Council (IAMC), the leading trade association for corporate real estate executives at industrial companies with exclusive distribution at the Spring & Fall Forums (*IAMC flyer attached.*)

Site Selection delivers the industry's only qualified BPA audited (*audit attached*) circulation reaching 48,136+ in the print and 2,000+ in the digital edition (over 146,000 pass-thru readers), plus an average of 30,000 unique monthly visitors to the website.

Site Selection's print, online, e-newsletter and 14,008+ social media followers dominate the industry. In reader surveys, subscribers rank Site Selection more valuable than leading consumer publications such as The Wall Street Journal, Forbes and the competition. (*Testimonials attached.*)

Site Selection proves subscriber companies announce new projects to the tune of \$28 billion+ in new and expanded facility projects every month. Subscriber companies average 232 new projects, investing \$22 billion and creating 35,000 new jobs each month. (*12-month Impact Report attached.*) Frequency impacts levels of project activity as shown in this table:

| Total Ad pages in Site Selection Magazine from 1/2018-12/2019 by state and projects won from Site Selection Magazine subscriber companies* | | |
|---|---------------|----------|
| State | # of Ad Pages | Projects |
| Iowa | 21 | 25 |
| Minnesota | 6.5 | 11 |
| Ohio | 102 | 133 |
| Wisconsin | 17 | 16 |

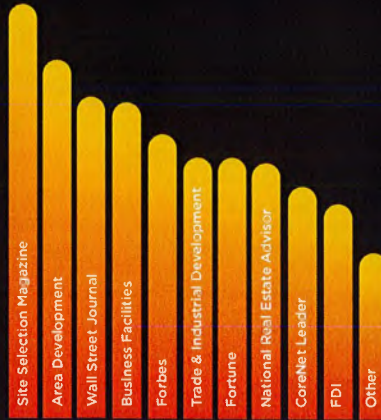
WHY SITE SELECTION?

86%

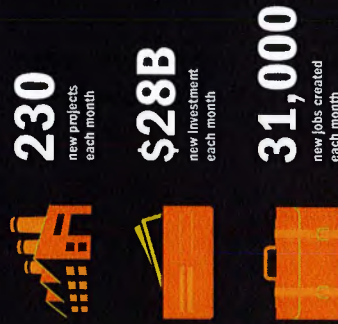
OF READERS POLLED
RATE SITE SELECTION
MAGAZINE THE "MOST
REPUTABLE PUBLICATION
IN THE INDUSTRY."



RANK BY USEFULNESS TO READERS IN THE COURSE OF THEIR WORK



SUBSCRIBER INVESTMENTS



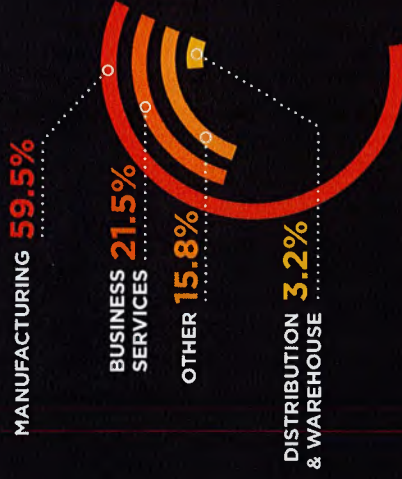
Source: Conway Analytics

PASS-THROUGH READERSHIP



READER DEMOGRAPHICS

INDUSTRY



AGE



7% UNDER 35
6% 36 TO 45
22% 46 TO 55
65% 56 OR OLDER

GENDER



84% MALE
16% FEMALE

Source: Site Selection reader survey, August 2018

READER DEMOGRAPHICS

JOB TITLE



INCOME

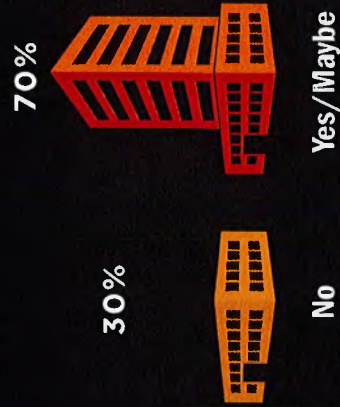


TRAVEL



92%
OF SITE SELECTION
READERS TRAVEL FOR
BUSINESS

EXPANDING IN THE NEXT 3 YEARS?



WHERE THEY ARE MOST LIKELY TO EXPAND OR RELOCATE



Source: Site Selection reader survey, August 2018

WE'RE GROWING!

In the last year our total circulation has increased by 5%, and our total international circulation has increased by almost 300%!



5% TOTAL



300%
INTERNATIONAL

FORMATS THAT SITE SELECTION READERS PREFER

86%



THE PRINT MAGAZINE

35%



THE DIGITAL EDITION

18%



THE WEBSITE

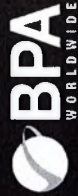
Source: Site Selection reader survey, August 2018

CIRCULATION DATA



BRAND REPORT

FOR THE 6 MONTH PERIOD ENDED JUNE 2018

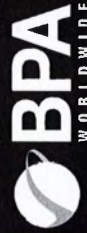


No attempt has been made to rank the information contained in this report in order of importance, since BPA worldwide believes this is a judgment which must be made by the user of the report.

QUALIFIED CIRCULATION BY ISSUES FOR PERIOD

| 2018 Issue | Print | Digital | Unique Total Qualified* |
|------------|--------|---------|----------------------------|
| January | 44,478 | 2,801 | 45,800 |
| March | 45,049 | 2,500 | 46,206 |
| May | 46,035 | 3,016 | 47,600 |

*Unique Total Qualified represents unique recipients, not the sum of print and digital



46,535 average qualified
60.9% are manufacturing companies
59.9% are CEO, Partner, Chairman, President, Owner
64.5% qualified within 1 year

Source: BPA audited Report, June 2018

Editorial Calendar 2020

| Issue | JANUARY | MARCH | MAY | JULY | SEPTEMBER | NOVEMBER |
|------------------------------|---|---|--|---|---|---|
| Deadlines | Space: Dec. 6, '19 Material: Dec. 13, '19 | Space: Feb. 7, '20 Material: Feb. 14, '20 | Space: Apr. 3, '20 Material: Apr. 10, '20 | Space: June 5, '20 Material: June 12, '20 | Space: Aug. 7, '20 Material: Aug. 14, '20 | Space: Oct. 2, '20 Material: Oct. 9, '20 |
| THEME | State of the States | Governor's Cups | Global Best-to-Invest | Technology & Innovation | Global Infrastructure & Logistics | Business Climate Rankings |
| FEATURES | State Data Pages Workforce Development Rankings Site Selectors Survey Site Selectors Roundtable Tort Reform Blockchain | The Governor's Cups Rankings Top Metros, Micros & Industries Airports & Airport Cities Big Muddy Cup (MS River Corridor) | Global Best-to-Invest Rankings The Prosperity Cup The Mac Awards Top Deals Top Global IPAs | Sustainability Rankings Disruptive Technology Smart Cities Startup & Innovation Hubs Research & Science Parks Talent Attraction & Retention The Rural Advantage | Infrastructure Report • Rail • Ports • Roads • Airports • Broadband • Power • Pipelines • Water Top Utilities Transit, Connectivity & Quality of Life | Recession-Proof Industries Incentives Update Business Retention FDI in America Top FTZ Rankings U.S. Opportunity Zones |
| INTERNATIONAL FOCUS | Asia-Pacific Australia & New Zealand Colombia Western Europe | Asia Central America Eastern Europe Ontario | Asia Latin America & Caribbean Mexico Québec | Asia South America Chinese Industrial Cities & Parks UK | Asia Canada's Best Locations MENA & Mediterranean | Asia India Germany Middle East Top Caribbean Locations Africa |
| STATE SPOTLIGHTS | Alabama Michigan Oregon Tennessee | California Georgia Illinois Indiana Maryland Minnesota New Mexico S. Carolina | Arizona Colorado Florida Iowa Kentucky Ohio Utah | Arkansas Louisiana Maine New Jersey Oklahoma W. Virginia Wisconsin | California Massachusetts Nevada Pennsylvania Idaho Missouri N. Carolina Texas | Dakotas Kansas Mississippi Montana New York Virginia Washington Wyoming Nebraska |
| NORTH AMERICAN REGIONS | Midwest (IL, IN, IA, KS, MI, MN, MO, NE, ND, OH, SD, WI) Western Canada (AB, BC, MB, SK) | Northeast (NJ, NY, PA) Pacific Northwest (AK, OR, WA) South Central (AR, LA, OK, TX) | Great Lakes (U.S. & CANADA) Gulf Coast Ports (AL, FL, LA, MS, TX) New England (CT, ME, MA, NH, RI, VT) | Atlantic Canada Upstate New York Rocky Mountains (CO, ID, MT, UT, WY) U.S.-Mexico Border | Mid-Atlantic (DE, DC, MD, VA) Southeast (AL, FL, GA, MS, NC, SC, TN) Upper Midwest (IA, IL, IN, MI, MN, WI) | Ohio River Corridor (IL, IN, KY, OH, PA, WV) Southwest (AZ, NV, NM) |
| INTELLIGENCE REPORTS | Red Deer, Alberta, Canada | Duke Energy | REDI - Cincinnati | Northeast Ohio | Discover Long Island | Ignite Fredericton, New Brunswick, Canada |
| INDUSTRY REPORTS | Future Energy Hubs E-Commerce & Logistics Film & Entertainment Fintech BPO Outsourcing | Agribusiness Biopharmaceuticals Data Centers | Cannabis & Industrial Hemp Health Tech & Life Science Centers North American Automotive | Advanced Manufacturing Aerospace Cybersecurity Data Centers Food & Beverage Clean Energy | Eds, Meds & R&D Logistics & Distribution Plastics & Chemicals | Aerospace & Defense Data Centers Global Automotive Medical Devices & Technology |
| DIRECTORIES | | | Economic Developers | University Research Parks | Utilities | Ports & FTZs |
| SPECIAL ADVERTISING SECTIONS | Advanced Manufacturing Autonomous Vehicles | Certified Sites | Sale-Leaseback SelectUSA Shovel-Ready Sites | Logistics Sites & Services Trade Coast (CA, OR, WA, AK) Improvement Districts | Biotech Locations Military & Defense | Rail Parks & Inland Ports Top Business Park Locations University Alliances |
| IN EVERY ISSUE | World Reports, North American Reports, IAMC Insider, Editor's View | | | | | |

Calli Berg

From: Site Selection Investor Watch <investor-watch@siteselection.com>
Sent: Monday, June 29, 2020 1:43 PM
To: Calli Berg
Subject: Shovel-Ready Sites; Startup Ecosystems; St. Petersburg, Florida; Conway Webinar; Alberta; Ontario; Canada Day

INVESTOR WATCH

FROM SITE SELECTION MAGAZINE MAY 2020



SHOVEL-READY SITES

Shovel-Ready Infrastructure and Shovel-Ready Industrial Sites Go Hand in Hand

As business looks for a post-pandemic recovery even as logistics and e-commerce continue to boom, could shovel-ready infrastructure investment be a better bet this time around than after the Great Recession?

[Read More >>>](#)

**Healthtech startups
fight COVID-19
on the front lines
in the State
of Innovation.**

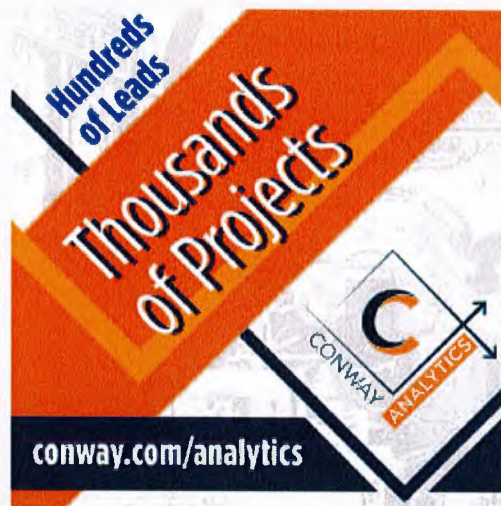
**New Jersey:
The State of Innovation**

**choose:
new jersey**

Choose New Jersey received a support grant from the Business Action Center, a division of the Department of State.

SITE SELECTION RECOMMENDS

Last Thursday, Startup Genome and its partners at the Global Entrepreneurship Network released [The Global Startup Ecosystem Report 2020](#), complete with rankings and analysis. Among its findings: A major beneficiary of the democratization of tech is the Asia Pacific region, which has gone from having 20% of top ecosystems in 2012 to 30% of them today. Watch for excerpts of this report in the July issue of Site Selection. And compare results to past findings published in Site Selection [in 2019](#), [2018](#) and [2017](#).



SPONSORED BLOG



Building Wealth by the Bay: How St. Pete Attracts Asset Managers and Fintech Firms

Two financial asset management firm CEOs tell Ron Starnier why St. Petersburg, Florida, is the best place for their headquarters.

[Read More >>>](#)

WEBINAR

Conway presents

SITE SELECTION CONSULTANTS WEBINAR SERIES

Respond, Recover, Thrive - Business Expansion in the Age of COVID-19



Speakers:

Ron Starner

Executive Vice President, Conway, Inc.

Brandon Pyers

Senior Manager, National Credits & Incentives, Deloitte Tax LLP

Carl Nerlich

Managing Director, National Multistate Tax Services, Deloitte Tax LLP

Tuesday, June 30th: 11:00AM - 12:30PM EDT

Register now to join thought leaders from Conway and Deloitte for an intimate virtual session specifically created for economic developers who want to connect with leading site consultants to discuss how their region can enable recovery and expand in the midst of crisis.

Ask questions directly to the speakers during the live 30 minute Q&A after the panel!

Cost: \$250









REGISTER NOW >>>

PROJECT WATCH

ALBERTA, CANADA

Lowe's Canada, based in Boucherville, Quebec, earlier this month announced that it had entered into an agreement with Calgary-based Highfield Investment Group for the construction of a new distribution center in the High Plains Industrial Park, within Rocky View County northeast of Calgary. Part of Lowe's Canada's plans to optimize its network to better serve in-store and online customers, the project will consolidate the capacity of several existing facilities in the region. The C\$120 million, 1.23-million-sq.-ft. facility will be the largest leased distribution center in Western Canada, and is expected to open in the fall of 2021. The deal follows the company's recent acquisition of a distribution center in Boucherville. "High Plains Industrial Park is center ice for corporate Canada's western distribution centers and e-commerce fulfillment facilities due to its excellent transportation

efficiencies, outstanding labor force and compelling rent economics,” said Adrian Munro, president, Highfield Investment Group.

| Lowe's Companies, Inc.  | |
|---|---|
|  | Distribution Warehouse Type of Project |
|  | Machinery, Equip. & Const. Sector |
|  | \$ 88 ▲ 1200 Values |
|  | Under Construction Stage |
|  | New Category |
|  | Calgary, Alberta, Canada  |
| Investment Location | |

Source: Conway Analytics

MISSISSAUGA, ONTARIO

Printful, one of the largest custom on-demand printing and warehousing companies in the world, will open its first-ever Canadian facility in Mississauga, Ontario, with production expected to start by the end of 2020, beginning with fulfilling direct-to-garment (DTG) and embroidered hats and apparel orders. Canada is the company's second-largest market after the U.S. It is estimated that the new facility will cut shipping time down from nine days to two days in Ontario, and four days in most other provinces. Another benefit is that domestic orders will not have to go through customs or be charged import duties. Printful currently employs 800+ people across six fulfillment centers in California, North Carolina, Spain, Latvia, and Mexico. The company worked closely with Invest in Canada and Toronto Global to help find a fulfillment location and expand their business.



Distribution Warehouse

Type of Project



Textiles

Sector



\$ 2  50  31

Values



Announced

Stage



New

Category



Mississauga, Ontario, Canada



Investment Location

Source: Conway Analytics

PHOTO OF THE DAY



July 1 is Canada Day, celebrating the date in 1867 when Canada became a new federation with its own constitution via the signing of the Constitution Act — formerly known as the British North America Act.

When Managing Editor Adam Bruns toured Atlanta this spring with a tennis league championship plate he'd finally helped his team win after 18 years of trying, he thought if anyone would understand this Stanley Cup-style victory lap, it would be Nadia Theodore, the Consul General of Canada in Atlanta. Happy Canada Day, Consul Theodore and team!

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REAL ESTATE END USERS



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In the past 3 years, IAMC member companies have:

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1,185 PROJECTS
WORLDWIDE

INVESTED \$66.5
BILLION USD

CREATED
176,032 JOBS



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IN NORTH AMERICA



1 ANNUAL FORUM
IN EUROPE



6 INTERNATIONAL EVENTS
ACROSS ASIA, EUROPE
& LATIN AMERICA

10 LOCAL EVENTS
IN MAJOR MARKETS
ACROSS NORTH AMERICA



Key Benefits of Membership

+Professional Development - featuring both professional speakers and peer-to-peer knowledge sharing

+**Contacts, networking and camaraderie - with focus on relationship building**

+Industry Resources - including cutting edge research and industry-focused white papers

+**Leadership Training - and the IAMC Fellow designation**

+IAMC Solutions Center - tap into the collective knowledge of IAMC's more than 200 seasoned corporate real estate leaders

+**Flash Calls - best practices on speed dial**

When the relationships come first, the business follows.

IAMC.ORG

No attempt has been made to rank the information contained in this report in order of importance, since BPA Worldwide believes this is a judgment which must be made by the user of the report.

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SITE SELECTION is a B2B brand that reaches individuals who manage industrial assets, including all aspects of real estate management including site selection for corporations. The brand content covers manufacturing plant site selection, facilities management, logistics and supply chain network management, tax and incentives policy, and economic development strategy. In-depth country, state, region and industry spotlights and profiles form the bulk of the content and are based on extensive interviews with top corporate executives, leading site consultants and high-ranking government officials. **SITE SELECTION** content is available in print and digital editions and in various electronic newsletters.

FIELD SERVED

SITE SELECTION serves the manufacturing and business service industries as reported in Paragraph 3a herein.

DEFINITION OF RECIPIENT QUALIFICATION

Qualified recipients are CEOs, Partners, Chairmen, Presidents, Owners, Board of Directors; VP (other than Real Estate), Treasurers, Secretaries, Other Corporation Officers; VP/Managers/Directors of Real Estate, Properties, and/or Facilities and Other Real Estate and Facilities Personnel; Corporate Managers and Directors; Library Copies and Company Copies; and other titled and non-titled recipients.

CHANNELS

**SITE SELECTION
MAGAZINE**



3 issues in the period
48,136 average circulation

EXECUTIVE SUMMARY

Below are the average contacts per occurrence, including frequency per period reported.

| | Non-Paid | Paid | Average |
|--|----------|------|---------|
| SITE SELECTION MAGAZINE Unique Total* (3 issues in the period) | 48,022 | 114 | 48,136 |
| a. Print | 46,421 | 114 | 46,535 |
| b. Digital | 2,834 | 32 | 2,866 |
| 1. Requested | 1,579 | 32 | 1,611 |
| 2. Non-Requested | 1,255 | - | 1,255 |

*Unique Total represents unique recipients, not the sum of Print and Digital.

AVERAGE NON-QUALIFIED CIRCULATION

| Non-Qualified Not Included Elsewhere | Copies |
|--|--------------|
| Other Paid Circulation | - |
| Advertiser and Agency | 1,740 |
| Allocated for Trade Shows and Conventions | 335 |
| All Other | 1,965 |
| TOTAL | 4,040 |

1. AVERAGE QUALIFIED CIRCULATION BREAKOUT FOR PERIOD

| Qualified Circulation | Total Qualified | | Qualified Non-Paid | | Qualified Paid | |
|--|--------------------|--------------|-----------------------|-------------|-------------------|------------|
| | Copies | Percent | Copies | Percent | Copies | Percent |
| Individual | 47,904 | 99.5 | 47,790 | 99.3 | 114 | 0.2 |
| Sponsored Individually Addressed | - | - | - | - | - | - |
| Membership Benefit | 232 | 0.5 | 232 | 0.5 | - | - |
| Multi-Copy Same Addressee | - | - | - | - | - | - |
| Single Copy Sales | - | - | - | - | - | - |
| TOTAL QUALIFIED CIRCULATION | 48,136 | 100.0 | 48,022 | 99.8 | 114 | 0.2 |

2. QUALIFIED CIRCULATION BY ISSUES FOR PERIOD

| 2019 Issue | Print | Digital | Unique Total Qualified* |
|------------|--------|---------|----------------------------|
| January | 46,694 | 2,865 | 48,323 |
| March | 46,468 | 2,856 | 48,055 |
| May | 46,445 | 2,879 | 48,033 |

*Unique Total Qualified represents unique recipients, not the sum of Print and Digital.

3a. BUSINESS/OCCUPATION BREAKOUT OF QUALIFIED CIRCULATION FOR ISSUE OF MAY 2019

This Issue is 0.3% or 156 copies below the average of the other 2 Issues reported in Paragraph 2.

| Business and Industry | Unique Total Qualified* | Percent of Total | Print | Digital | Chief Executive Officers, Chairmen, Presidents, Owners, Board of Directors | Vice Presidents (other than Real Estate), Treasurers, Secretaries and Other Corporate Officers | Vice Presidents, Managers, Directors of Real Estate, Properties, and/or Facilities and Other Real Estate and Facilities Personnel | Corporate Managers and Directors | Other Titled Per- sonnel | Library Copies and Company Copies | Non- Titled Per- sonnel |
|---|-------------------------------|---------------------|---------------|--------------|---|--|--|---|-----------------------------------|---|----------------------------------|
| Manufacturing: | | | | | | | | | | | |
| 1. Aerospace | 1,440 | 3.0 | 1,412 | 55 | 791 | 336 | 160 | 124 | 28 | - | 1 |
| 2. Automotive | 3,063 | 6.4 | 3,049 | 35 | 2,407 | 282 | 135 | 210 | 29 | - | - |
| 3. Biotech & Pharmaceuticals | 4,402 | 9.2 | 4,369 | 83 | 2,457 | 589 | 928 | 377 | 48 | 1 | 2 |
| 4. Chemical Manufacturing, except Pharmaceuticals | 1,739 | 3.6 | 1,712 | 44 | 1,157 | 266 | 152 | 144 | 19 | - | 1 |
| 5. Electronics & IT | 2,885 | 6.0 | 2,849 | 77 | 1,641 | 466 | 457 | 264 | 55 | - | 2 |
| 6. Food & Beverage | 3,045 | 6.3 | 3,008 | 67 | 1,965 | 449 | 161 | 420 | 49 | - | 1 |
| 7. Machinery | 3,912 | 8.1 | 3,866 | 87 | 2,474 | 625 | 371 | 375 | 65 | - | 2 |
| 8. Manufacturing - Other | 3,725 | 7.8 | 3,664 | 110 | 2,290 | 631 | 264 | 445 | 94 | - | 1 |
| 9. Metals - Primary & Fabricated | 4,212 | 8.8 | 4,145 | 126 | 2,700 | 717 | 127 | 530 | 137 | - | 1 |
| 10. Petroleum | 408 | 0.8 | 406 | 5 | 275 | 84 | 16 | 30 | 3 | - | - |
| 11. Plastics & Rubber | 2,287 | 4.8 | 2,268 | 40 | 1,376 | 238 | 373 | 247 | 53 | - | - |
| 12. Transportation Mfg | 364 | 0.8 | 362 | 5 | 227 | 66 | 32 | 30 | 9 | - | - |
| A - Subtotal: Manufacturing | 31,482 | 65.6 | 31,110 | 734 | 19,760 | 4,749 | 3,176 | 3,196 | 589 | 1 | 11 |
| 13. Consultants - Architect, Engineering Site & Business | 1,299 | 2.7 | 1,128 | 306 | 612 | 263 | 57 | 217 | 147 | 1 | 2 |
| 14. Finance & Insurance | 631 | 1.3 | 515 | 157 | 159 | 251 | 106 | 80 | 33 | - | 2 |
| 15. Industries - Other | 1,563 | 3.3 | 1,386 | 272 | 655 | 383 | 155 | 246 | 92 | 26 | 6 |
| 16. Professional Services | 1,271 | 2.6 | 1,210 | 112 | 751 | 179 | 54 | 178 | 86 | 9 | 14 |
| 17. R&D - physical, engineering, Life sciences | 1,348 | 2.8 | 1,344 | 13 | 964 | 164 | 34 | 147 | 37 | 1 | 1 |
| 18. Real Estate Brokers | 2,007 | 4.2 | 1,814 | 457 | 685 | 591 | 118 | 338 | 266 | - | 9 |
| 19. Real Estate Developers & Construction | 690 | 1.4 | 615 | 159 | 310 | 185 | 31 | 113 | 49 | - | 2 |
| 20. Real Estate - Other | 773 | 1.6 | 714 | 125 | 290 | 218 | 65 | 128 | 70 | - | 2 |
| 21. Retail | 1,088 | 2.3 | 1,054 | 55 | 188 | 158 | 660 | 59 | 23 | - | - |
| 22. Transportation & Warehousing & Distribution | 3,185 | 6.6 | 3,037 | 191 | 2,259 | 356 | 296 | 187 | 80 | 4 | 3 |
| B - Subtotal: Business Services | 13,855 | 28.8 | 12,817 | 1,847 | 6,873 | 2,748 | 1,576 | 1,693 | 883 | 41 | 41 |
| 23. All Others | 2,655 | 5.5 | 2,477 | 281 | 1,440 | 371 | 232 | 375 | 212 | 3 | 22 |
| 24. Other Paid Subscriptions | 41 | 0.1 | 41 | 17 | 2 | 5 | 1 | 9 | 4 | 4 | 16 |
| UNIQUE TOTAL QUALIFIED CIRCULATION* | 48,033 | 100.0 | 46,445 | 2,879 | 28,075 | 7,873 | 4,985 | 5,273 | 1,688 | 49 | 90 |
| PERCENT | 100.0 | | 96.7 | 6.0 | 58.4 | 16.4 | 10.4 | 11.0 | 3.5 | 0.1 | 0.2 |

*Unique Total Qualified represents unique recipients, not the sum of Print and Digital.

Analysis by Number of Employees

| Analysis by Number of Employees | Total Qualified | Percent of Total |
|------------------------------------|-----------------|------------------|
| 1000+ Employees | 8,408 | 17.5 |
| 500-999 Employees | 3,547 | 7.4 |
| 100-499 Employees | 13,572 | 28.3 |
| 50-99 Employees | 9,720 | 20.2 |
| 20-49 Employees | 5,470 | 11.4 |
| 1-19 Employees | 3,995 | 8.3 |
| Employee Size Not Available | 3,321 | 6.9 |
| TOTAL QUALIFIED CIRCULATION | 48,033 | 100.0 |

3b. QUALIFICATION SOURCE BREAKOUT OF QUALIFIED CIRCULATION FOR ISSUE OF MAY 2019

| Qualification Source | Qualified Within | | | | | Unique Total Qualified* | Percent |
|---|------------------|---------------|--------------|---------------|--------------|-------------------------|--------------|
| | 1 Year | 2 Years | 3 Years | Print | Digital | | |
| I. Direct Request: | 11,132 | 8,930 | 5,109 | 24,687 | 1,568 | 25,171 | 52.4 |
| II. Request from recipient's company: | 19 | 27 | 16 | 62 | 2 | 62 | 0.1 |
| III. Membership Benefit: | 242 | - | - | 241 | 13 | 242 | 0.5 |
| IV. Communication from recipient or recipient's company (other than request): | 60 | 50 | 32 | 103 | 48 | 142 | 0.3 |
| V. TOTAL – Sources other than above (listed alphabetically): | 18,979 | 3,059 | 378 | 21,352 | 1,248 | 22,416 | 46.7 |
| Association rosters and directories | - | - | - | - | - | - | - |
| **Business directories | 11,271 | 2,774 | 17 | 13,143 | 1,068 | 14,062 | 29.3 |
| Manufacturer's, distributor's, and wholesaler's lists | - | - | - | - | - | - | - |
| **Other sources | 7,708 | 285 | 361 | 8,209 | 180 | 8,354 | 17.4 |
| VI. Single Copy Sales: | - | - | - | - | - | - | - |
| UNIQUE TOTAL QUALIFIED CIRCULATION* | 30,432 | 12,066 | 5,535 | 46,445 | 2,879 | 48,033 | 100.0 |
| PERCENT | 63.4 | 25.1 | 11.5 | 96.7 | 6.0 | 100.0 | |

*Unique Total Qualified represents unique recipients, not the sum of Print and Digital.

**See Additional Data

AVERAGE ANNUAL AUDITED QUALIFIED CIRCULATION AND CURRENT UNAUDITED BRAND REPORTS

| 6-Month Period Ended: | Audited Data July – December 2016 | Audited Data January – June 2017 | Audited Data July – December 2017 | Audited Data January – June 2018 | Audited Data July – December 2018 | Circulation Claim January – June 2019* |
|---|---|--|---|--|---|--|
| | | | | | | |
| Unique Total Audit Average Qualified***: | 44,924 | 45,199 | 45,268 | 46,535 | 47,426 | 48,136 |
| Unique Qualified Non-Paid Total***: | 44,780 | 45,060 | 45,135 | 46,409 | 47,306 | 48,022 |
| Print: | 41,913 | 42,329 | 43,044 | 45,061 | 45,988 | 46,421 |
| Digital: | 5,386 | 5,146 | 4,083 | 2,743 | 2,711 | 2,834 |
| Unique Qualified Paid Total***: | 144 | 139 | 133 | 126 | 120 | 114 |
| Print: | 144 | 139 | 133 | 126 | 120 | 114 |
| Digital: | 24 | 21 | 21 | 30 | 32 | 32 |
| Post Expire Copies included in Total Qualified Circulation: | **NC | **NC | **NC | **NC | **NC | **NC |
| Average Annual Order Price: | **NC | **NC | **NC | **NC | **NC | **NC |

*NOTE: January – June 2019 data is unaudited. With each successive period, new data will be added until six 6-month periods are displayed.

**NC = None Claimed.

***Unique Total Qualified represents unique recipients, not the sum of Print and Digital.

GEOGRAPHICAL BREAKOUT OF QUALIFIED CIRCULATION FOR ISSUE OF MAY 2019

| State | Print | Digital | Unique Total Qualified* | Percent | State | Print | Digital | Unique Total Qualified* | Percent |
|-------------------------|--------------|------------|-------------------------|-------------|--|---------------|--------------|-------------------------|--------------|
| Maine | 135 | 2 | 135 | | Kentucky | 516 | 35 | 531 | |
| New Hampshire | 234 | 17 | 245 | | Tennessee | 881 | 51 | 903 | |
| Vermont | 92 | 2 | 92 | | Alabama | 587 | 35 | 610 | |
| Massachusetts | 1,442 | 73 | 1,493 | | Mississippi | 214 | 14 | 217 | |
| Rhode Island | 181 | 8 | 184 | | EAST SO. CENTRAL | 2,198 | 135 | 2,261 | 4.7 |
| Connecticut | 664 | 32 | 686 | | Arkansas | 269 | 13 | 279 | |
| NEW ENGLAND | 2,748 | 134 | 2,835 | 5.9 | Louisiana | 249 | 38 | 270 | |
| New York | 2,310 | 187 | 2,425 | | Oklahoma | 413 | 23 | 425 | |
| New Jersey | 1,404 | 87 | 1,453 | | Texas | 2,971 | 205 | 3,075 | |
| Pennsylvania | 2,079 | 117 | 2,132 | | WEST SO. CENTRAL | 3,902 | 279 | 4,049 | 8.4 |
| MIDDLE ATLANTIC | 5,793 | 391 | 6,010 | 12.5 | Montana | 71 | 2 | 73 | |
| Ohio | 2,258 | 127 | 2,316 | | Idaho | 191 | 11 | 195 | |
| Indiana | 1,180 | 64 | 1,206 | | Wyoming | 42 | 3 | 43 | |
| Illinois | 2,424 | 163 | 2,504 | | Colorado | 619 | 36 | 638 | |
| Michigan | 1,736 | 65 | 1,767 | | New Mexico | 128 | 10 | 130 | |
| Wisconsin | 1,399 | 36 | 1,421 | | Arizona | 610 | 58 | 640 | |
| EAST NO. CENTRAL | 8,997 | 455 | 9,214 | 19.2 | Utah | 424 | 17 | 435 | |
| Minnesota | 1,151 | 53 | 1,176 | | Nevada | 218 | 18 | 224 | |
| Iowa | 496 | 31 | 512 | | MOUNTAIN | 2,303 | 155 | 2,378 | 4.9 |
| Missouri | 931 | 62 | 963 | | Alaska | 23 | 4 | 26 | |
| North Dakota | 110 | 3 | 110 | | Washington | 700 | 36 | 718 | |
| South Dakota | 99 | 6 | 103 | | Oregon | 462 | 15 | 474 | |
| Nebraska | 291 | 16 | 298 | | California | 5,112 | 277 | 5,265 | |
| Kansas | 478 | 21 | 485 | | Hawaii | 84 | 3 | 86 | |
| WEST NO. CENTRAL | 3,556 | 192 | 3,647 | 7.6 | PACIFIC | 6,381 | 335 | 6,569 | 13.7 |
| Delaware | 104 | 4 | 106 | | UNITED STATES | 42,475 | 2,612 | 43,828 | 91.2 |
| Maryland | 580 | 41 | 597 | | U.S. Territories | 40 | 3 | 43 | |
| Washington, DC | 90 | 19 | 104 | | Canada | 232 | 35 | 260 | |
| Virginia | 830 | 71 | 870 | | Mexico | 9 | 6 | 15 | |
| West Virginia | 107 | 3 | 108 | | Other International | 3,689 | 176 | 3,840 | |
| North Carolina | 1,311 | 91 | 1,352 | | APO/FPO | - | - | - | |
| South Carolina | 557 | 59 | 584 | | Email Only | - | 47 | 47 | |
| Georgia | 1,286 | 114 | 1,341 | | UNIQUE TOTAL QUALIFIED CIRCULATION* | 46,445 | 2,879 | 48,033 | 100.0 |
| Florida | 1,732 | 134 | 1,803 | | | | | | |
| SOUTH ATLANTIC | 6,597 | 536 | 6,865 | 14.3 | | | | | |

*Unique Total Qualified represents unique recipients, not the sum of Print and Digital.

GEOGRAPHICAL BREAKOUT OF QUALIFIED CIRCULATION FOR ISSUE OF MAY 2019

| Region/Country | Print | Digital | Unique Total Qualified* | Percent | Region/Country | Print | Digital | Unique Total Qualified* | Percent |
|--------------------|-------|---------|-------------------------|---------|--|---------------|--------------|-------------------------|--------------|
| ASIA | 851 | 52 | 887 | 1.9 | Portugal | 8 | 1 | 9 | |
| MIDDLE EAST | 21 | 12 | 33 | 0.1 | Romania | 24 | - | 24 | |
| EUROPE | | | | | Russian Federation | 106 | 2 | 108 | |
| Austria | 22 | 4 | 26 | | Serbia | 15 | - | 15 | |
| Belarus | 1 | - | 1 | | Slovakia | 8 | - | 8 | |
| Belgium | 71 | 2 | 73 | | Slovenia | 9 | 1 | 10 | |
| Bulgaria | 11 | - | 11 | | Spain | 35 | 1 | 35 | |
| Croatia | 19 | - | 19 | | Sweden | 13 | 1 | 14 | |
| Cyprus | 3 | - | 3 | | Switzerland | 58 | 8 | 64 | |
| Czech Republic | 13 | 2 | 15 | | Turkey | 66 | 1 | 67 | |
| Denmark | 12 | 1 | 13 | | Ukraine | 15 | - | 15 | |
| Estonia | - | 1 | 1 | | United Kingdom | 1,230 | 45 | 1,275 | |
| Finland | 26 | - | 26 | | unspecified Europe | 1 | - | 1 | |
| France | 238 | 8 | 246 | | Subtotal | 2,745 | 101 | 2,841 | 5.9 |
| Germany | 412 | 14 | 426 | | AFRICA | 11 | 2 | 11 | - |
| Greece | 40 | - | 40 | | NORTH AMERICA | | | | |
| Hungary | 8 | - | 8 | | Canada | 232 | 35 | 260 | |
| Iceland | 3 | - | 3 | | Mexico | 9 | 6 | 15 | |
| Ireland | 16 | 1 | 17 | | United States | 42,475 | 2,612 | 43,828 | |
| Italy | 69 | 3 | 71 | | Subtotal | 42,716 | 2,653 | 44,103 | 91.8 |
| Latvia | 4 | - | 4 | | CARIBBEAN | 56 | 4 | 59 | 0.1 |
| Liechtenstein | 1 | - | 1 | | CENTRAL AMERICA | 1 | 2 | 3 | - |
| Lithuania | 5 | - | 5 | | SOUTH AMERICA | 15 | 2 | 16 | - |
| Luxembourg | 2 | 1 | 3 | | ASIA PACIFIC | 29 | 4 | 33 | 0.1 |
| Macedonia | 10 | 1 | 10 | | Email Only | - | 47 | 47 | 0.1 |
| Malta | 1 | - | 1 | | | | | | |
| Netherlands | 107 | 2 | 109 | | UNIQUE TOTAL QUALIFIED CIRCULATION* | 46,445 | 2,879 | 48,033 | 100.0 |
| Norway | 11 | - | 11 | | | | | | |
| Poland | 52 | 1 | 53 | | | | | | |

*Unique Total Qualified represents unique recipients, not the sum of Print and Digital.

ADDITIONAL DATA

METHOD OF DISTRIBUTION:

All qualified circulation conforms to the field served and definition of recipient qualification, as reported. Print copies are distributed via postal services or other carriers. Recipients of the digital version are notified via email when the version is available.

STATEMENT OF CONTENT PLATFORM:

Editorial Replica – If a print edition exists, editorial and design are unchanged from the original print edition. Each issue's content and design are identical to the original edition. Apart from minor updates, the content cannot change once the issue is made available.

PARAGRAPH 3b:

Business directories include 3 sources of circulation for quantities of 1 copy or -% to 10,442 copies or 21.7%, including D&B. Other sources include 18 sources of circulation for quantities of 1 copy or -% to 6,473 copies or 13.5%, including Manufacturer's News.

PUBLISHER'S AFFIDAVIT

We hereby make oath and say that all data set forth in this statement are true.

Julie Clarke, Circulation Manager

Ron Starner, Executive Vice President

(At least one of the above signatures must be that of an officer of the publishing company or its authorized representative.)

IMPORTANT NOTE:

This unaudited brand report has been checked against the previous audit report. It will be included in the annual audit made by BPA Worldwide.

| | |
|---------------------------|---------------|
| Date signed | July 12, 2019 |
| State | Georgia |
| County | Gwinnett |
| Received by BPA Worldwide | July 12, 2019 |
| Type | BD |
| ID Number | S040B0J9 |

About BPA Worldwide

A not-for-profit organization since 1931 and headquartered in Shelton, Connecticut, USA, BPA has a global membership, spanning more than 20 countries. The organization conducts 2,500+ audits for media brands in print, online/digital and live events. In addition, the BPA-iCompli division verifies compliance to defined industry standards, provides technology assurance, and certifies organization's sustainability practices and reporting. BPA is supported by 4,000+ advertiser and agency members. The latest innovation to move the industry forward is the BPA Media Exchange, a brand-safe and audited cooperative marketplace which offers automated solutions for the buying and selling of digital advertising.



OF CONNECTING COMPANIES WITH COMMUNITIES



In the consulting world, the one challenge we seem to be constantly facing is a lack of time. Juggling multiple site selection projects, frequent travel, conferences, and other critical tasks does not leave much time for things like reading a magazine; however, the one magazine we always make time for at Silverlode Consulting is Site Selection. For more than two decades, this has been an important way for us to keep our fingers on the pulse of the industry.”

Steve Weitzner
President, Silverlode Consulting

After working as site selectors for more than 20 years across the nation, Jay and I understand the importance of keeping abreast of industry changes over time. Site Selection is a great resource for us to turn to when seeking insight about favorable locations, available buildings and new trends that are transforming the industry. Site Selection helps us better serve our clients with targeted knowledge and innovative guidance every day.”

Jenny R. Massey
President & COO,
FairWinds Advisors, Site Selection and Incentives Experts

We advertise in a lot of publications, but Site Selection is the only one that we can directly show resulted in at least 700 jobs.”

Anne Piedmont
Director of Research & Communications
Roanoke Valley ED Partnership

Site Selection magazine is the most reputable publication in the foreign direct investment field in the U.S.”

Pavel Stamboliyski
Vice Consul, Foreign Investment Office,
Bulgarian Consulate-General

I find Site Selection magazine to be a wonderful resource. I particularly appreciate their global coverage. When conducting assignments in locations I’m less familiar with, whether it be Kuala Lumpur, Chengdu, Lisbon, or Omaha, I find their market intelligence to be quite valuable. I also enjoy their depth of research in specific industry sectors. Whether I’m interested in researching the latest trends in aerospace, life sciences, or back office operations, I’m always confident Site Selection will be a resource I can trust.”

Woody Hydrick
Partner/Senior Principal,
Global Location Strategies, Greenville, South Carolina, USA



As a new, and now regular, reader of Site Selection, I wanted to offer my compliments and observations. Your magazine is one of the few that I read from cover to cover. Your subjects are interesting and timely, your text is concise and actionable, and your advertisers supply useful information. Your layout of artwork and photographs grab my attention and supplement your text. Overall, Site Selection provides me with engaging, enjoyable-to-read information for the work that I do.”

Steven W. Bonine
Manager, Global Grants & Incentives,
DuPont

It is the industry-leading magazine. It provides the best resource for developing contacts with local economic development agencies.”

Scott Reed
Site Selection Engineer, Anheuser-Busch

For the past year we’ve been running speculative building ads in Site Selection magazine and already we’ve received inquiries for additional information from 13 prospects.”

Peggy Smith
Director, Cullman Economic & Community Development Agency, AL

From a global perspective Site Selection magazine is the most credible source of information for the corporate real estate industry. CB Richard Ellis refers to it worldwide.”

Robert F. Duncan
Senior Vice President, CB Richard Ellis

Layne GeoConstruction has been receiving many responses to and requests for information from our advertisements in the magazine. I can’t thank you enough for contacting me with the opportunity to promote our company in your publication.”

Karin A. Hurley
Marketing Manager, Layne GeoConstruction



OF CONNECTING COMPANIES WITH COMMUNITIES



CONWAY

I cannot tell you how much garbage I see in the media these days, but your work is excellent & very well written."

Dr. Christopher Sakezles
Founder and CEO, Syndaver

You guys do phenomenal work. There isn't a day that goes by that we here at CMTA don't utter and source Site Selection magazine and Conway Data."

Gino DiCaro
VP, Communications California Manufacturers & Technology Association

Site Selection is a must read for our consulting group. We've even had a client bring a copy to a meeting because he'd seen an advertisement that caught his eye."

Tracey Hyatt Bosman
CEcD, Director, Grubb & Ellis Company

I cannot tell you how much garbage I see in the media these days, but your work is excellent & very well written."

Dr. Christopher Sakezles
Founder and CEO, Syndaver, Tampa, Florida

Site Selection magazine and The SiteNet Dispatch have always stood out as the primary source for information and support for our team and our clients."

John Jay Schwartz
Have Site Will Travel

During Stion's search process that led to its facility announcement in Hattiesburg, Miss., Site Selection was a useful informational tool which complemented our data-gathering and decision-making efforts. For an emerging company that has limited internal resources and time, Site Selection is a great aid in funneling the vast amount of information involved in such a multi-faceted process."

Frank Yang
Senior Director of Business Development,
Stion Corp.

Your publication offers innumerable leads and insight to expanding and potential markets. Always share your contact with colleagues across the nation. Keep up the great work!"

Keith Kniffen
Bulldog Steel Products, Inc.



OF CONNECTING COMPANIES WITH COMMUNITIES



Real-time, on-the-ground research and a seasoned eye on its interpretation and presentation. Site Selection Magazine seems to share this view with its editors and reporters constantly on the road turning out fresh, unique and smart articles on our dynamic industry. Congratulations to Site Selection Magazine, the "Bible" of our industry."

John Boyd
Principal, The Boyd Company, Inc

Founded in 1975 in Princeton, N.J., The Boyd Co. is celebrating its 40th anniversary in 2015. Add a few years to 40 and that's how long I have been a reader of Site Selection — a best-in-class publication by far."

John H. Boyd
Principal, The Boyd Company, Inc.

I'm an avid reader of Site Selection Magazine because it helps me capture industry sector trends and news easily and with the factual data I need. I also enjoy seeing what other states, regions and communities are doing in best practice economic development service delivery. Site Selection Magazine is a wealth of information for a consultant like me."

Jay Garner
President, Garner Economics LLC

Site Selection is one of the more important publications that I read. I find myself cutting out articles and forwarding them to clients for consideration."

Michael Rareshide
Partners National Real Estate Group

Site Selection magazine has always been a great resource for finding out what's going on in our industry. They have a great tradition of reaching into new topics and regions to bring critical information to the table. The magazine is absolutely a critical resource if you want to know what's going on in the field of global location strategy."

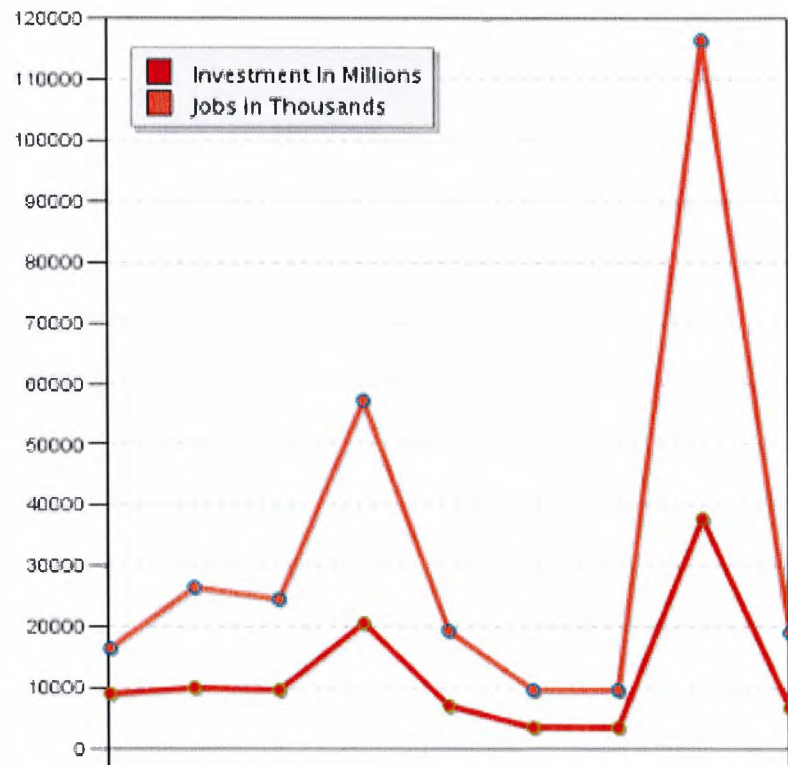
Christopher Steele
COO, President North America, Investment Consulting Associates



IMPACT REPORT

Impact Performance for the last 12 months

| |
|----------------|
| July 2019 |
| August 2019 |
| September 2019 |
| October 2019 |
| November 2019 |
| January 2020 |
| February 2020 |
| March 2020 |



The Site Selection Impact Report is a list of all Site Selection subscriber companies that have reported new or expanded corporate facility projects in the previous month. To qualify for inclusion in the Report, a project must represent new construction or leases and meet one of the following criteria: generate a new capital investment of at least \$US 1 million; create at least 20 new jobs; or add at least 20,000 square feet of new floor space.

Publisher's Own Data: Source Conway Analytics

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE July 7, 2020 |
| REPORTS & RECOMMENDATIONS | Business View Magazine Franklin Feature Supported by Key Vendor Advertising | ITEM NUMBER <i>G, 12,</i> |

The City of Franklin is invited to be the public sector feature in Business View Magazine with a 8-10 page spread This feature is included in the magazine and is also packaged as a high-res stand-alone brochure, complete with custom front and back covers, that we will own and can use on our website, in social media channels, emails and direct mails, and other marketing initiatives. Other Wisconsin communities that have been featured in the magazine include Fond Du Lac, Sun Prairie, Watertown, Menominee Falls, and West Bend (brochure attached).

The Franklin feature will be part of a Wisconsin series that focuses on community and economic development and growth with main topics that could include neighborhood development (new construction), workforce/business development, transportation, healthcare, education infrastructure, and green initiatives. With leads from The National Community Development Association and the Association for Improvement of American Infrastructure, Business View Magazine is also working with Mount Pleasant, Marshfield, Middleton, Ashwaubenon, and Oconomowoc for the series.

There is no cost to the City for Franklin to be featured. Business View Magazine generates revenue through third-party advertisements, targeting key vendors who do business with the City of Franklin. Should we move forward, these key vendors will receive an Invitation Letter (sample attached) with an opportunity to share in the spotlight by way of a corporate ad (sample letter attached). This keeps advertising specific to Franklin and its infrastructure development and growth.

Business View Magazine is a multi-platform source of news, profiles & option for executives. It is distributed monthly by email and web to over 840,000 executive subscribers throughout North America. Readership is primarily C-and VP-Level executives and finance & procurement managers in industries such as Construction, Energy, Retail, Manufacturing, Supply Chain & Logistics, Healthcare, Franchising, Energy, Food & Beverage, Public Sector and Green Business. The attached media kit provides additional information on the magazine and the program.

COUNCIL ACTION REQUESTED

Motion to approve the Business View Magazine Franklin Feature, which will be supported through Key Vendor Advertising sold by Business View Magazine.

WWW.CI.WEST-BEND.WI.US

WEST BEND,



WEST BEND, WISCONSIN

WEST BEND,

WI

WHERE YOU
WANT TO BE

Just minutes from Milwaukee, West Bend, Wisconsin is the perfect getaway destination for visitors and residents, alike. This charming community nestled in the hills of the Kettle Moraine boasts outstanding museums, trails, picturesque parks, a historic downtown, and a plethora of seasonal community events. Known as the Geocaching Capital of the

AT A GLANCE
**WEST BEND,
WISCONSIN**

WHAT: County seat of Washington County, Wisconsin

WHERE: 45 minutes north of Milwaukee, WI

WEBSITE: www.ci.west-bend.wi.us



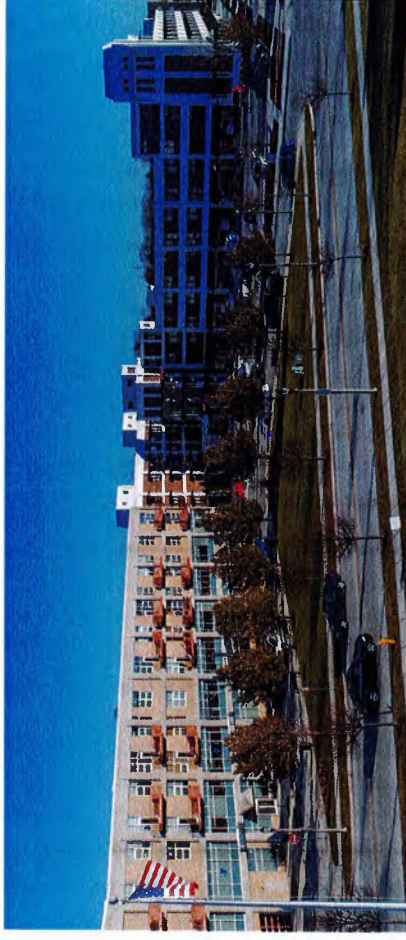
WEST BEND, WISCONSIN

Midwest, West Bend is a favorite destination for treasure hunters from around the region.

West Bend City Administrator Jay Shambeau explains the governing structure: "We have a part-time Mayor and a Common Council - eight members strong and voted in by district. The Mayor only votes if there's a tie, otherwise he facilitates the meetings, serves as the chief elected official, and the individual the council looks to most to set the vision for the City. I serve as the City Administrator, not City Manager. I work at the pleasure of the Council. We have 15 departments that support the organization and carry out the programs and services we offer, including police, fire, engineering, public works, planning, clerk, treasurer - every-

thing that most cities our size (population just over 31,000) have."

West Bend is well positioned to help new businesses grow. A great example: When St. Joseph's Hospital left the city, they left a large, beautiful building vacant. So, West Bend partnered with the EDWC (Economic Development of Washington County) and put together an attractive package for Spaulding Clinical to make use of that property. According to Adam Gitter, West Bend Economic Development Manager, "If you say 'Amity' here, a resident knows we're talking about the Amity Leather Products building. But that doesn't necessarily mean that organization is still in there. What we do is allow others to come in or help a busi-



“

We're growing all the time and keeping an eye on where we can build our residential population, as well. West Bend is a community folks have chosen to reside in because of living wage jobs, a good school system (among the top 5 percent of high schools in the nation), and a great park and trail system.

”

JAY SHAMBEAU
CITY ADMINISTRATOR



WEST BEND, WISCONSIN



Valley, West Bend is a bit of a bedroom community serving those two larger regional centers - right in the middle where it can be its own community, but also give people the ability to be where they need to be. The city's two large industrial parks are at 80 percent occupancy. At the same time, commercial is a big driving force behind the economy, because people do come in from the other cities to take advantage of what West Bend has to offer.

"We're growing all the time and keeping an eye on where we can build our residential population, as well," says Shambeau. "West Bend is a community folks have chosen to reside in because of living wage jobs, a good school system (among the top 5 percent of high schools in the nation), and a great park and trail system. Our Parks Department is award-winning, statewide and nationwide, in many development and trail areas. We've recently received an award from the State Association for revamping



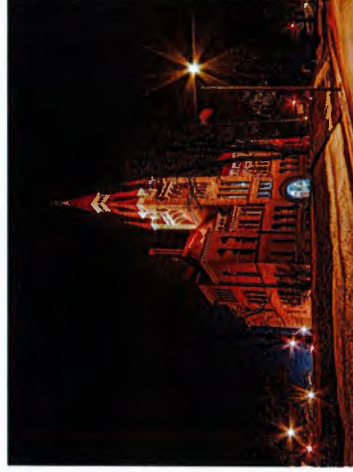
ness pivot to an industry that is more relevant. We're not so naive to think that after 20 years, what has been done will always continue. We help them get where they need to be 20 years down the road; and make use of that land or structure, so it can still be a bright spot for the community."

Uniquely situated on Highway 45, just 40 minutes north of Milwaukee and 15 minutes south of Fox

our parks in the downtown Main Street area." The Cast Iron at River Shores Complex is a great story of redevelopment of one of West Bend's iconic industries - the former West Bend Company, famous for producing pots and pans. When the company moved, that building sat vacant for a long time, until the Cast Iron Group came in and repurposed the existing structures for residential and commercial, and added new greenfield growth. Not only are the Cast Iron Luxury Living apartments perfect for Millennials and seniors, they are pet friendly. The developer happily shares that occupancy is at full capacity and 80 percent of renters have at least one pet.

"Speaking of private businesses, we would be remiss to leave out the non-profit organizations that help drive our economy," says Gitter. "We're talking about the downtown, filling up those Cast Iron apartments. We also have the Museum of Wisconsin Art (MOWA), a large footprint building that's driving a lot of traffic to the core. And GOWA (Gallery of Wisconsin Art) is right across the street. The City really appreciates another non-profit called Roots and Branches. They come down with pots and plants and get business owners involved in beautifying the downtown. Millennials, seniors, everyone likes to see so many people invested in having a vibrant downtown feeling. It makes it much easier for them to decide to move here."

Directly across the river, west of the Cast Iron development, is an underutilized former brewery building. The City is now working through the approval process for a proposed 99-unit, single-family, market-grade apartment complex. It's "a monster new building" that will change the landscape from the current assessed property value of \$500,000 to an estimated \$13.5 million for the new building.



WEST BEND, WISCONSIN



Plus it will add another hundred living units in the downtown.

Excitement is mounting for the building to get underway, as it means any downtown space that's open for lease or for sale will be an easy sell with so many people moving into the area. Gitter says, "People will be looking at investing or putting their business downtown; existing business owners that have been there awhile will want to fix up their space – inside and out. West Bend offers a façade improvement grant to have businesses present their buildings in a more positive light."

West Bend's public utilities are in really good shape. "Back in the early '80s, we went through one of the last major federal-funded sewer plant increases in Wisconsin," says Shambeau. "We're still only at 50 percent capacity of that system, so

we have tons of available water and sewer utility. They've kept up with replacing those mains over the years. Road-wise, we struggle a bit with freeze-thaw cycles because of the climate we're in, but we do our best to maintain the major corridors, as well."

The River Walk along the Milwaukee River is a showpiece of West Bend's sustainability efforts. Improvements to the 40-year-old, brick-lined pathway are being finalized through a public/private partnership. Businesses and foundations have donated money, all in the name of community health and wellness, as well as sustaining the river. Also, on the "green front" – Washington County offers property-assessed green energy funding; programs and financing are available to area businesses willing to invest in making clean energy a priority.

Companies such as Serigraph, Spaulding Clinical,

and Regal Ware came to the area because of the impressive work force and are a big part of the community. With over 850 employees, West Bend Mutual Insurance Company is one of the largest employers. "We've had a long-standing relationship with them," says Shambeau. "We're actually in the building they grew out of. It was donated to the City and remodelled for our City Hall. From a tax standpoint, they are our largest assessed-value property – and very generous; donating \$250,000 to the River Walk, and building much of the public infrastructure for our park system."

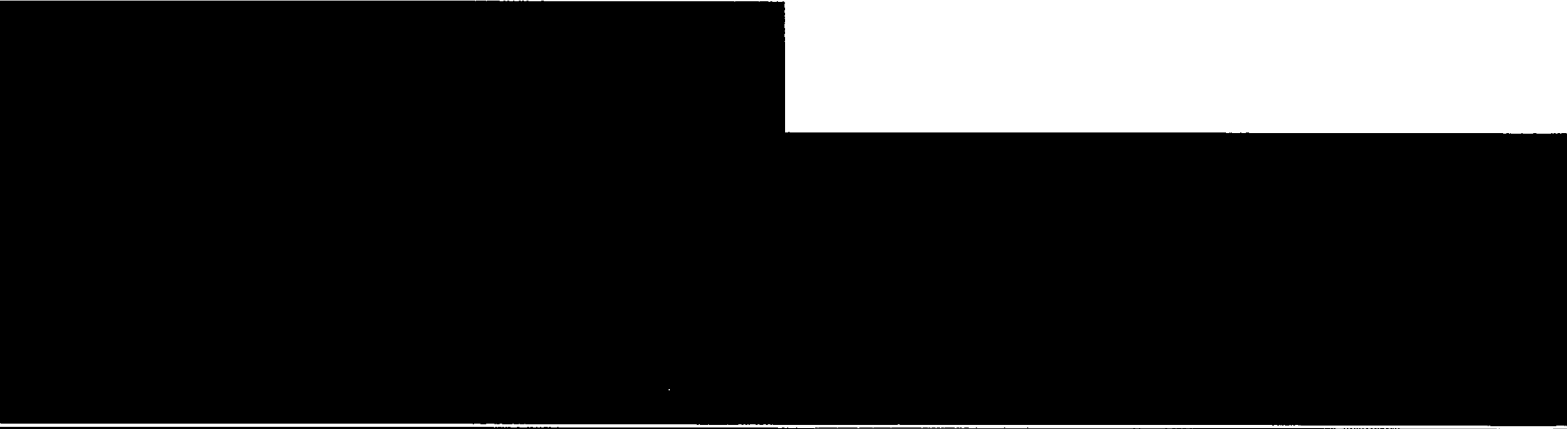
Gitter foresees a bright future for the community he calls home. "Being from the economic development side, I want to bring as many diverse industries as possible to West Bend, while fostering growth for those already here. We have a great downtown that is in transition, and we're making a concerted effort

to make it everything the residents and businesses want it to be. There's a reason people are moving here – to raise a family and plant roots."



PREFERRED VENDORS

■ Geo-Logic Associates
www.geo-logic.com



WWW.CI.WEST-BEND.WI.US



AS FEATURED IN BUSINESS VIEW MAGAZINE

Business View Magazine
www.businessviewmagazine.com

Business View Caribbean
www.businessviewcaribbean.com



«Company»

«Fax»

ATTN: «Name» «Surname»

Dear «Name»,

I wanted to inform you that the City of Franklin will be featured in an upcoming issue of Business View Magazine. The 6-8 page feature is going to be the lead Public Sector feature and it's based on an interview with me and will include some focus on the importance of our strategic suppliers and partners.

As one of our key suppliers, I would like to extend this invitation to <invitee> to promote your business alongside the City of Franklin with a corporate advertisement to appear within the article and subsequent marketing brochure as a preferred vendor of choice for the City of Franklin.

Together we can continue to gain exposure while expanding our digital footprint through enhanced search engine results, back links and social media. Upon completion, Business View will also be developing a customized brochure for us that can be utilized for further marketing initiatives and that we can share with our sponsoring key suppliers.

Business View Magazine is a global leader in multi-platform Business to business profiles, news and opinion with more than 840,000 subscribers across North America. To view a current issue please visit their website at www.businessviewmagazine.com.

We encourage you to reach out directly to Marcus VandenBrink, Publisher of Business View Magazine at 239-220-5554 or via email at marcus@businessviewmagazine.com for additional information and pricing.

I want to personally thank you for taking the time to review this correspondence, we value our relationship with <invitee> and look forward to continuing our strategic relationship into the future.

Sincerely,

(Signature Here)

Calli Berg
Director of Economic Development

www.businessviewmagazine.com
info@businessviewmagazine.com

BUSINESS view magazine



2020

Media Kit
& Advertiser Information



ABOUT US // BUSINESS VIEW

Over the past 25 years, Marcus has worked within a variety of verticals including: Publishing, Franchising, Energy, Finance, Home Service/Construction, Telecommunications, Real Estate Development and Management Consulting.

During his career he built, developed and transitioned numerous struggling and start-up companies into successful ventures. By the time Marcus entered the publishing world more than a decade ago, he had launched multiple successful start-up companies & franchise concepts including the sale of a business to a global fortune 500 company and a more than 50-unit real estate development.

Marcus began his career in publishing by turning around a struggling digital publishing entity before eventually launching Business View Publishing in Fort Myers, Florida.

Marcus has a Social Sciences degree from McMaster University in Hamilton, Ontario (Canada) and has multiple licenses from the Canadian Securities Institute. He's actively involved in charities, continuing education and is passionate about sports, health & fitness, travel and family. Born in Toronto, he now lives in Sanibel, Florida with his wife and two kids.



Marcus VandenBrink
CEO & Founder

Who we are

Business View Magazine is a global leader in multi-platform business-to-business profiles, news and opinion, with more than 840,000 executive subscribers across the United States and Canada and over 40,000 readers in the Caribbean. Business View is read by some of the most influential decision makers driving our economy. Business View's unique approach is to detail the inner workings of the most influential companies and leaders today.

Few other platforms offer the same detail and perspective on the operations, systems and drivers of these key organizations. Business View is a true multi-platform digital media source utilizing the advanced forms of electronic promotion such as web, social media, search engine optimization, smartphone and tablet.

The key multi-platform distribution gives you the ability to reach your prospect on multiple levels with one single advertisement. Due to the detailed industry-specific nature of our content, your ad placement gains immediate credibility and will be strategically aligned to hit your target audience.

Our coverage extends to a broad range of industries. By partnering with governing bodies overseeing these industries we are able to ensure content is reliable, relevant, newsworthy and timely.

The Business View executive team has a combination of more than 30 years of direct digital publishing experience. We are internally governed by a set of core values rounded out by the following statement:

Integrity is paramount and we will never compromise it.

Business
View
magazine



Business
View
Caribbean



Business
View
Australia



ABOUT US // BUSINESS VIEW



Al Krulick, Editor-in-Chief

Al Krulick joined BVM in May 2015. Before that, his career spanned decades as a copywriter, award-winning columnist, theater critic, political operative, theater producer/director, educator, actor, and performer. He and his wife, Cindy, a music teacher and composer, have lived in Central Florida since 1992. They have two daughters – Zoey is a language teacher, living in Madrid, Spain, and Emma is a Peace Corps volunteer in Macedonia.

Alexander Wynne-Jones,
Chief Growth Officer

Xan has 18 years of sales and marketing experience in the publishing, finance, insurance, conference, and SaaS industries. After graduating from Durham College with a diploma in Advertising, Sales, and Marketing, Xan joined Gemma Communications as a Sr. Team Leader working on Citi, MBNA, and Rogers accounts.



After successfully developing teams in a VP role for Canadian publishing organizations, Xan pivoted to the Toronto start-up community and took on the sales management title for an up and coming Employee Advocacy SaaS group. He re-joined the publishing world in 2016 to apply his newly minted growth strategies to the new and improved publishing model that his mentor – Marcus – had developed with BVM. By utilizing Toronto recruitment with an innovative remote office, Xan has led the charge for the expansion of the BVM brand into new markets and territories.



We were super pleased with the result of our ad in Business View, based on the response we feel that it was an excellent ROI and the team was a pleasure to work with!

Steve Hearon

President, BrandPoint Services



INDUSTRIES COVERED INCLUDE:

Our readers come from a broad range of industry verticals including but not limited to:

- Franchising
- Healthcare
- Mining
- Construction
- Green Business
- Public sector
- Manufacturing
- Food & Beverage
- Technology
- General aviation
- Energy
- Financial & Professional Services
- Supply Chain & Logistics
- Retail
- Construction
- Facilities Management
- Automotive

AN INDUSTRY BREAKDOWN

| TITLE | CATEGORY | USA | CANADA |
|---|---------------------------------|----------------|----------------|
| DECISION MAKERS | Construction | 78,720 | 17,280 |
| | Franchisor | 32,800 | 7,200 |
| | Manufacturing | 78,720 | 17,280 |
| Decision makers generally consist of executives in high-ranking positions charged with making crucial decisions in their companies' operations. | Supply Chain and Logistics | 65,600 | 14,400 |
| | Healthcare | 52,480 | 11,520 |
| | Green Business | 26,240 | 5,760 |
| | Food and Beverage | 45,920 | 10,080 |
| | Energy | 59,040 | 12,960 |
| | Retail | 52,480 | 11,520 |
| | Public Sector | 39,360 | 8,640 |
| | Technology | 39,360 | 8,640 |
| | Financial/Professional Services | 32,800 | 7,200 |
| | Facilities Management | 32,800 | 7,200 |
| | General Aviation | 19,680 | 4,320 |
| TOTALS | | 656,000 | 144,000 |



ABOUT US // BUSINESS VIEW

Brian Andersen, Chief Operating Officer

Brian's passion for travel has shaped his life and career. After graduating from Sheridan College in Oakville, Ontario, Brian spent many years travelling across the globe and working in a variety of different verticals: Construction, Retail, Food & Beverage, Real Estate, Marketing and also obtaining his Private Pilot license.

After resettling in his hometown of Mississauga, Ontario, he began his career in publishing alongside Marcus and Xan and hasn't looked back. Brian quickly worked his way up the ranks of publishing earning a VP title after less than two years and was put in charge of training and team management. In 2012, Brian helped launch Business View Publishing. Brian is responsible for staff development, team management, training and executive function.

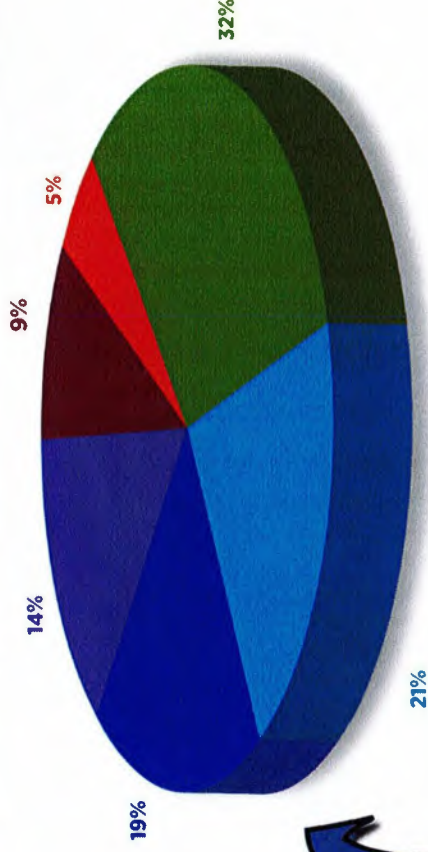


Alyson Casey, Vice President of Administration

Alyson joined Business View in 2017 and became Vice President of Administration in 2018. Before joining Business View, she spent 7 years abroad in Rome, Italy where she had a successful career as Director of Studies for an International Language Academy and worked as a Business English Instructor at LUISS University.

Alyson has a Bachelor of Arts degree from University of North Florida. She is passionate about travel, the outdoors, creative writing, and wine.

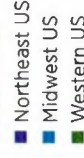
DEMOGRAPHICS - NORTH AMERICA



OUR READERSHIP



BY REGION



ONLINE // DIGITAL MAGAZINE

Around-the-world reach.

■ **BVM IS DISTRIBUTED MONTHLY BY EMAIL** to over 840,000 executive readers and decision makers in North America. Your advertisement will appear within the pages of the magazine. The ad is a hyperlink back to your company website or landing page. Just imagine with one simple mouse click the reader is now surfing the pages of your site. You may customize your ad to increase click-through rates with special offers and promotions. Business View's readership is double opt in.

FULLY INTERACTIVE

UNIQUE FEATURES

- A TABLE OF CONTENTS
- GIVES EASY NAVIGATION -
- YOU CAN ALSO PRINT, MAGNIFY, SHARE ON SOCIAL MEDIA, OR DOWNLOAD THE MAGAZINE - THE WHOLE PUBLICATION OR JUST THE PAGES YOU WANT.



This has been a great experience & I'm really happy that you reached out to me!

Tom Bury
Nu Look Home Design



ARCHIVE OF PAST ISSUES

Browse past issues on our website - you'll never have to miss an edition.



Access us anywhere.

Our interactive, user-friendly digital magazine as well as each feature is accessible via computer, laptop, smartphone and tablet.

Prime positioning.

■ **YOUR AD IS GOING TO BE VISIBLE** in multiple locations throughout our website, increasing your overall exposure. Your web banner is going to be visible to our extensive web traffic. You will be listed alongside the featured article you are linked to. Anyone reading that article will see your Preferred Vendor listing along with a link to your company website. You are also going to appear within the latest issue of the magazine which is accessible on the home page and in the marketing brochure. These brochures are also accessible on the site.



Business View Magazine interviews Randy Lewandowski, President and GM of Victory Field, as part of our focus on North American venues.

Victory Field, 11 W. 20th, was stadium in downtown Indianapolis, is the home of the Indianapolis Colts. From a stadium of the Pittsburgh Pirates of Major League Baseball founded in 1902, the stadium was renamed in 1954 to honor the second oldest major league franchise in American professional baseball, the Indianapolis Indians. The stadium was demolished in 1998 and the new stadium, Lucas Oil Stadium, was built on the site. The stadium is the home of the Indianapolis Colts of the National Football League (NFL). The stadium is the home of the Indianapolis Colts of the National Football League (NFL). The stadium is the home of the Indianapolis Colts of the National Football League (NFL).

AT A GLANCE

And: Victory Field



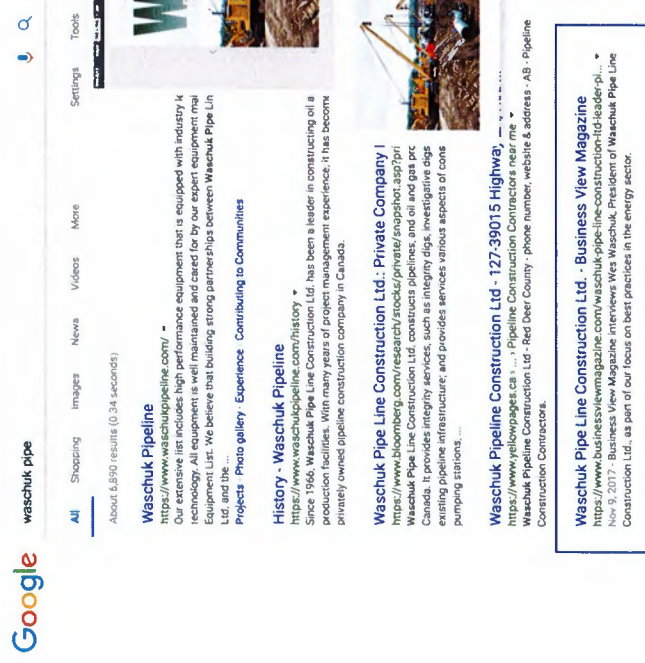
**PREFERRED
PLACEMENT**

YOUR COMPANY'S WEBSITE AND LOGO WILL BE DISPLAYED ALONGSIDE THE FEATURE ON THE WEBSITE. IN ADDITION TO THE DIGITAL MAGAZINE, HYPERLINKS DIRECT READERS BACK TO YOUR WEBSITE, WHILE YOUR LOGO DRAWS ATTENTION TO YOUR STATUS AS A PREFERRED VENDOR.

YOUR AD HERE // SEO OPTIMIZATION

Our SEO optimization is top notch.

■ **OUR TEAM OF SEO EXPERTS** specialize in a field of digital search engine optimization called "reputation management." This is where corporations invest highly into their ability to have positive press appear in the primary pages of Google, Bing, Yahoo, etc. it's an invaluable commodity in the world of digital communication. Just by being featured/advertising in BVM, you'll be optimized to these primary pages (most commonly page 1) without the extensive expense of having to hire your own SEO team to perform the very same task.



FIRST-PAGE GOOGLE SEARCH RESULT
WASCHUK PIPELINE CONSTRUCTION,
FEATURED NOVEMBER 2017



FIRST-PAGE GOOGLE SEARCH RESULT
KINCAID COACH,
FEATURED JANUARY 2018



■ **FAST RESULTS:** In many cases, even if you hired your own team to perform this task, it would take a minimal time of 3 to 6 months for it to appear on these pages. Whereas our publication is designed with these intricate algorithms to have most of our features present on these pages within 30 days of advertising/being featured in BVM. We believe this to be the most valuable asset that we provide. Which is why we spare no expense in assuring these results.

■ **YOUR DIGITAL FOOTPRINT:** The ultimate goal is to create additional exposure for our advertisers. All of our "preferred vendor" links will show up on internet search and all of our feature articles will also show up on search. Our advertisers have the added benefit of becoming part of the "digital footprint" of the company you are advertising alongside.



YOUR AD HERE // CROSS PROMOTION

Get exposure beyond Business View.

There is more to come beyond a story in a magazine:

- **NEWS RELEASES** will be sent to local media outlets in your area to inform them of national exposure.
- **A CUSTOM BROCHURE** will be available on our website for linking, download, as well as print availability.
- **SOCIAL MEDIA CAMPAIGNS** expand your presence on the web and enhance SEO for your company.

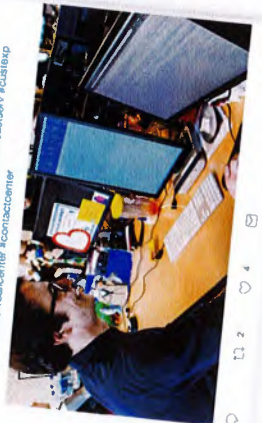
You and your vendors are tagged for optimal exposure.

SOCIAL MEDIA



FOR @callies Feb 12
Many thanks to @businessviewmag for their article on FCR, featuring an interview with our co-founder @MarnieWachuk. Check out the article linked below!

businessviewmag.com/digital-mag... #Outserv #calliesp #customerservice #callcenter #contractcenter

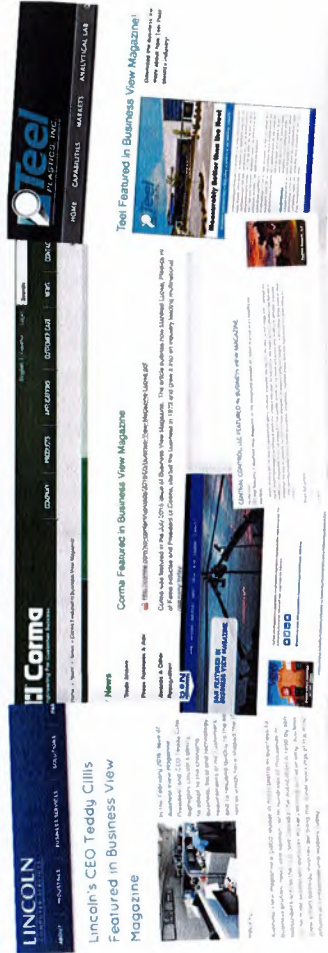


LOCAL MEDIA COVERAGE OF BUSINESS VIEW FEATURES

Below are samples of local media outlets picking up Business View's coverage of many of our features:



BUSINESSES' LINK TO BROCHURES AND ARTICLES ONLINE

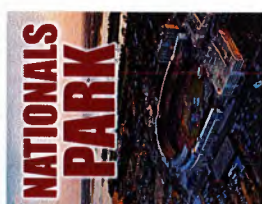
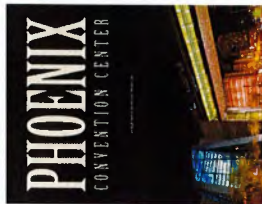
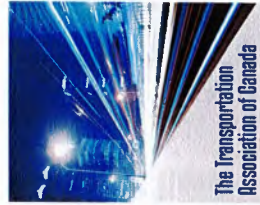


YOUR AD HERE // CUSTOM BROCHURES

A custom brochure lets you take your coverage with you.

Every feature on our site will have a custom, ad agency quality brochure of the article made and available for use. Digital copies pop up on the lower left of the feature's webpage on our site, and each brochure is fully downloadable. It will include each sponsor's advertisement and preferred vendor listing, as well as hyperlinks to the vendor's website. Print copies are also made available for use at industry trade shows, public events or exhibitions, or to use as further marketing efforts as you see fit.

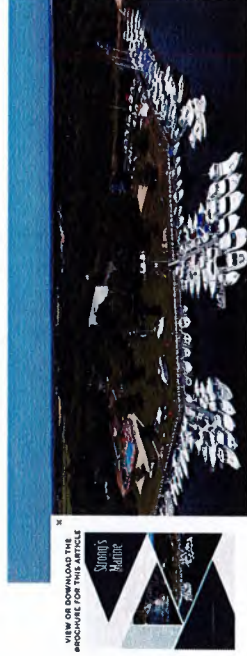
COVER SAMPLES



ONLINE PRESENCE



STRONG'S MARINE - HOME OF SUPER SERVICE



**DIGITAL BROCHURES
WILL APPEAR
AUTOMATICALLY ON
THE LEFT CORNER OF
EACH FEATURE'S
ARTICLE ON
BUSINESSVIEW.COM.**

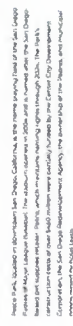
Business View Magazine interviews Steven Graton, President of Ballard Truck Centers, as part of our focus on best practices in American businesses.



THE NEW QAO THE



Business View Magazine interviews Mark Guglielmo, Senior VP & GM of Bankrupt Operations at PricewaterhouseCoopers, as part of our series on great American

[illegible]

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YOUR AD HERE // EDITORIAL CONTRIBUTION

SILVER SPONSORSHIPS



Our premium ad packages are more than just an ad.

Additional editorial pieces that accompany our silver, gold and title packages are designed to provide you with more exposure and more bang for your buck.

ship with the featured organization. It will be placed directly next to your ad within the feature.

Our **SILVER** sponsorship levels come with about 50 words in our Preferred Vendor listing at the end of every feature. Similar to an "about us" section of a website, this enables you to inform readers about your company with information that doesn't typically fit within the traditional constraints of an ad.

The **TITLE** sponsorship gives you the most coverage - an additional full page of space along with the two-page advertisement. It's almost like getting a full third page of ad space for the price of two. Provide a full list of services, describe your company's values, or explain in detail what makes your company unique - you have a full extra page of space available to use as you see fit.

Our **GOLD** sponsorship levels give you even more - with about 200 words, this additional half-page contribution goes further in allowing you to describe a service, your company history, or detail your partner-

And of course, each sponsorship level gets a mention in our Preferred Vendor listing, complete with hyperlink directly to your website.

GOLD SPONSORSHIPS



TITLE SPONSORSHIPS



YOUR AD HERE // AD SAMPLES

Showcase your company!

All told, the number of views your ad could receive is limitless. It is estimated that over a two-year span, between our digital and print offerings, your ad could be seen as many as a million views or more.

BRONZE LEVEL

Let's make the world a better place by offering grants?

There's a lot of talk about grants, but few people know where to go for the information they need. The Grant Foundation is the only organization that provides a comprehensive, up-to-date directory of grant opportunities. We have over 10,000 grants listed, covering a wide range of topics from the arts to the environment. We also provide information on how to write a grant proposal and how to find the right grant for your organization.

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Fax: (415) 774-1001
Website: www.grantfoundation.org

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Professional Cleaning & Restoration

Call us today for a free estimate. We are the experts in cleaning and restoring your home or business. We have over 20 years of experience and a team of highly trained professionals. We use the latest equipment and techniques to ensure a thorough and lasting clean.

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We are a leading provider of safety equipment and services. We have over 20 years of experience and a team of highly trained professionals. We provide a wide range of safety equipment and services, including fall protection, confined space entry, and more.

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Fax: (415) 774-1001
Website: www.marineproducts.com

carboline®
Coatings • Linings • Fireproofing

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Carboline Global Headquarters
2150 Schuetz Rd.
St. Louis, MO 63146
P: 1-314-644-1000
P: 1-800-848-4645

www.carboline.com

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www.carboline.com

PREFERRED VENDOR LISTING
YOUR COMPANY'S NAME AND WEBSITE ARE LISTED AT THE END OF THE FEATURE

SILVER LEVEL

AT A GLANCE
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Fax: (415) 774-1001
Website: www.daverwilliamshomes.com

CHANDLER CABINETS

We are a leading provider of cabinet manufacturing services. We have over 20 years of experience and a team of highly trained professionals. We provide a wide range of cabinet manufacturing services, including kitchen cabinets, bathroom cabinets, and more.

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San Francisco, CA 94102
Phone: (415) 774-1000
Fax: (415) 774-1001
Website: www.chandlercabinets.com

Kern & Co., LLC
Consulting Engineers • Architects • Environmental Scientists

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THOMAS HUTTON
thomashutton.com

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At Thomas & Hutton, we are driven by a passion for providing exceptional service to our clients. We have over 20 years of experience and a team of highly trained professionals. We provide a wide range of services, including engineering, architecture, and more.

AT A GLANCE
DAVER WILLIAMS HOMES

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San Francisco, CA 94102
Phone: (415) 774-1000
Fax: (415) 774-1001
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PREFERRED VENDORS

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■ **Kern & Co., LLC**
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Kern & Co., LLC is a professional engineering & architectural firm providing the full range of design services for the development of commercial, industrial and residential properties. These services include: Surveying, Land Planning, Civil Engineering, Architectural Design, Mechanical, Electrical, Plumbing, Design, Permitting, and Construction Administration.

A HIGHER LEVEL
SILVER LEVEL SPONSORS RECEIVE A 50-WORD PREFERRED VENDOR MENTION

YOUR AD HERE // AD SPECS

Ad sizes to suit your needs.

Business View offers five ad sizes to give you plenty of options to choose what best serves your needs. With all of our ad packages come a Preferred Vendor mention, design work (if needed) by our own creative team provided at no cost to you, and a final brochure and magazine.

OUR AD SIZES

Our ad package options include:

- **BRONZE LEVEL** // Quarter page, 3.6" x 4.9" (plus name and website in our Preferred Vendor Listing)
- **SILVER LEVEL (VERTICAL)** // Half page, 7.5" x 4.9" (plus 50 word editorial in our Preferred Vendor listing)
- **SILVER LEVEL (HORIZONTAL)** // Half page, 3.6" x 10" (plus 50 word editorial in our Preferred Vendor listing)
- **GOLD LEVEL** // Full page, 8.5" x 11" (plus half-page editorial and detailed Preferred Vendor listing)
- **TITLE LEVEL** // 17" x 11" (plus full-page editorial and detailed Preferred Vendor listing)



OUR SPEC SHEET



Logos

Vector EPS, AI, hi-res JPEG, or PDF files with fonts embedded are preferred.

Images

Hi-res JPEG files are preferred. Please feel free to send product shots, company images, job sites and staff images and overall company images to be included in the ad. **We are unable to accept graphics embedded in text or slideshow documents.**

Text Copy

Please provide text, services, website, contact information and any other information you would like to see in the ad.

Please note that ads designed in Word or slideshow formats cannot be accepted.

Please add a bleed of 1/8" to full and double-page ads.



Double page spread: 17" x 11"



Full Page: 8.5" x 11"



Vertical Half Page: 3.6" x 10"



Quarter Page: 3.6" x 4.9"

Business View

publishing

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12559 New Brittany Blvd.
Fort Myers, FL 33907
Phone: 239.603.6806 | Fax: 239.288.2494
www.businessviewmagazine.com

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publishing

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Fort Myers, 33907
239.220.5554

Email for all inquiries:

info@businessviewmagazine.com

www.businessviewmagazine.com

| | | |
|------------------------------|---|---------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | RESOLUTION TO AWARD 2020 CITY HALL SIGN PROJECT TO MICHAEL'S SIGNS, INC. IN THE AMOUNT OF \$39,000 | ITEM NO. <i>G.13.</i> |

BACKGROUND

On February 19, 2020, the Tourism Commission discussed a lighted electronic sign in front of City Hall for less than \$34,000. On March 17, 2020, Common Council discussed the design of the sign and "... *authorized the signage project to be let for bid, which following bid opening shall be returned to the Common Council for review and determination upon whether to authorize award of bid(s)* "

Staff took the design that the Tourism Commission had developed and incorporated it into a bid package that was received on June 25, 2020.

ANALYSIS

Two lump sum bids were received on June 25, 2020.

| | |
|-------------|--------------------------------|
| \$39,000.00 | Michael's Signs, Inc. |
| \$46,393.00 | Lemberg Electric Company, Inc. |

Staff has called references for Michael's Signs with similar signs and all reports are positive.

The Tourism Commission met on July 1, 2020, and recommended to Common Council that the 2020 City Hall Sign project be awarded to Michael's Signs, Inc. in the amount of \$39,000.

OPTIONS

- A. Authorize Michael's Signs to complete the City Hall sign project. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The Tourism Commission had a budget of \$150,000 to include the City Hall Sign, the Gateway Signs project, and the Banner Project. The Tourism Commission has its own budget for discretionary spending.

RECOMMENDATION

(Option A) Resolution 2020-_____ a resolution to award 2020 City Hall Sign Project to Michael's Signs, Inc. in the amount of \$39,000.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO AWARD 2020 CITY HALL SIGN PROJECT
TO MICHAEL'S SIGNS, INC. IN THE AMOUNT OF \$39,000

WHEREAS, the City of Franklin advertised and solicited bids for the 2020 City Hall Sign project; and

WHEREAS, the low bidder was Michael's Signs, Inc. with a lump sum bid of \$39,000; and

WHEREAS, the Common Council has approved the sign to be located on City Hall property at the W. Loomis Road entrance; and

WHEREAS, the Tourism commission has sufficient funding in their budget for the project and have recommended to the Common Council that the 2020 City Hall Sign project be awarded to Michael's Signs, Inc. in the amount of \$39,000.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the 2020 City Hall Sign project be awarded to Michael's Signs, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Michael's Signs, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

SAA

| | | |
|------------------------------|--|--------------------------------|
| APPROVAL | REQUEST FOR COUNCIL ACTION | MEETING DATE March 17, 2020 |
| REPORTS & RECOMMENDATIONS | Tourism Commission proposed Gateway Signage and Banners | ITEM NUMBER |

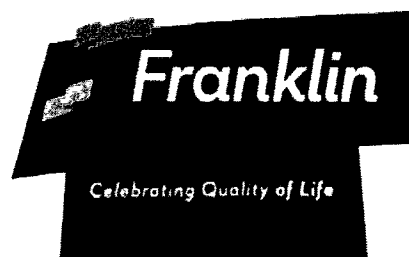
As part of a larger city-wide branding initiative, the Tourism Commission is undertaking wayfinding to inform people where Franklin and encourage tourism in the City. The approved 2020 budget for the Commission includes items for both gateway signage and street banners as follows:

- 1) Gateway signage: 7 monument signs, some of which will replace existing signs that are old/broken, and a new lighted, digital sign to replace the existing sign front of City Hall. This project exceeds the \$25,000 threshold for public bidding and will require coordination with Engineering to select a contractor.
- 2) Street banners: 100 double-sided banners to be placed along strategic major thoroughfares/intersections throughout the City. This project is below the public bidding threshold and the Commission has selected Olympus to construct and install the banners.

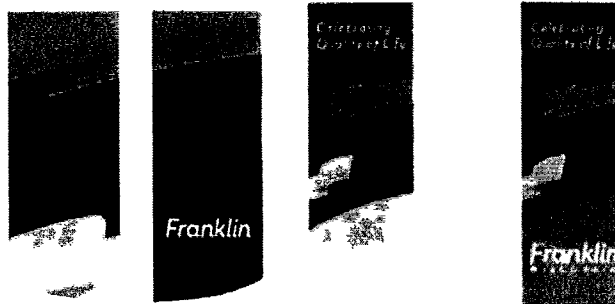
The Tourism Commission is asking the Common Council to approve the concepts shown below so that the projects can start as soon as possible.



City Hall Sign



Gateway Signs



Street Banners

COUNCIL ACTION REQUESTED

Consider approval of graphic concepts for proposed Tourism Commission wayfinding projects.

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | RESOLUTION TO AWARD 2020 GATEWAY SIGNS PROJECT TO LEMBERG ELECTRIC COMPANY, INC. IN THE AMOUNT OF \$63,524.98 | ITEM NO. <i>G.14.</i> |

BACKGROUND

On February 19, 2020, the Tourism Commission discussed seven gateway signs around the City for less than \$86,000. On March 17, 2020, Common Council discussed the design of the sign and "... authorized the signage project to be let for bid, which following bid opening shall be returned to the Common Council for review and determination upon whether to authorize award of bid(s)."

Staff took the design that the Tourism Commission had developed and incorporated them into a bid package that was received on June 25, 2020. The recently refurbished gateway signs will be removed by DPW and placed at yet-to-be-determined secondary entrances to the City.

ANALYSIS

One unit-price bid was received on June 25, 2020, from Lemberg Electric Company, Inc.

| Line Item | Item Description | UofM | Quantity | Lemberg Electric | |
|-----------|-------------------------------|------|----------|------------------|--------------------|
| | | | | Unit Price | Extension |
| 1 | Replace Existing Gateway Sign | Ea | 3 | \$10,170.83 | \$30,512.49 |
| 2 | Install New Gateway sign | Ea | 3 | \$10,170.83 | \$30,512.49 |
| 3 | Replace Existing Panel Sign | Ea | 1 | \$2,500.00 | \$2,500.00 |
| | | | | | \$63,524.98 |

Council should note that there was a bidding irregularity on this bid caused by Staff. For the first time, Staff used an online bidding service to aide in the bidding process and one document was not uploaded to the site for the bidders to download and submit. This document was a portion of the proposal, but the unit prices and bid amount, bid bond, acknowledgement of addendums, were submitted as required and could not be changed. Staff immediately realized the oversight, sent the form to Lemberg, and Lemberg returned the completed form (showing company name, addresses, acknowledgement of completion date, and signatures).

Staff has called references for Lemberg's clients with similar signs and all reports are positive.

The Tourism Commission met on July 1, 2020, and recommended to Common Council that the 2020 Gateway Signs project be awarded to Lemberg Electric Company, Inc. in the amount of \$63,524.98

OPTIONS

- A. Authorize Lemberg to complete the Gateway Signs project. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The Tourism Commission had a budget of \$150,000 to include the City Hall Sign, the Gateway Signs project, and the Banner Project. The Tourism Commission has its own budget for discretionary spending.

RECOMMENDATION

(Option A) Motion to waive bidding irregularity and adopt Resolution 2020-_____ a resolution to award 2020 Gateway Signs Project to Lemberg Electric Company, Inc. in the amount of \$63,524.98.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO AWARD 2020 GATEWAY SIGNS PROJECT
LEMBERG ELECTRIC COMPANY, INC. IN THE AMOUNT OF \$63,524.98

WHEREAS, the City of Franklin advertised and solicited bids for the 2020 Gateway Signs project; and

WHEREAS, the low bidder was Lemberg Electric Company, Inc. with a unit price bid of \$63,524.98.; and

WHEREAS, the Common Council has approved the signs to be located on public right of way at various locations around the City of Franklin; and

WHEREAS, the Tourism commission has sufficient funding in their budget for the project and have recommended to the Common Council that the 2020 Gateway Signs project be awarded to Lemberg Electric Company, Inc. in the amount of \$63,524.98.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the 2020 Gateway Signs project be awarded to Lemberg Electric Company, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Lemberg Electric Company, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

| | | |
|------------------------------|--|--------------------------------|
| APPROVAL | REQUEST FOR COUNCIL ACTION | MEETING DATE March 17, 2020 |
| REPORTS & RECOMMENDATIONS | Tourism Commission proposed Gateway Signage and Banners | ITEM NUMBER |

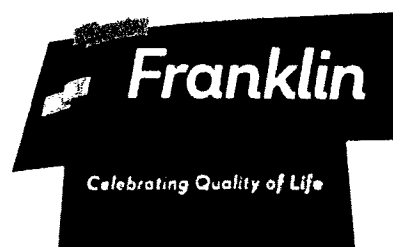
As part of a larger city-wide branding initiative, the Tourism Commission is undertaking wayfinding to inform people where Franklin and encourage tourism in the City. The approved 2020 budget for the Commission includes items for both gateway signage and street banners as follows:

- 1) Gateway signage: 7 monument signs, some of which will replace existing signs that are old/broken, and a new lighted, digital sign to replace the existing sign front of City Hall. This project exceeds the \$25,000 threshold for public bidding and will require coordination with Engineering to select a contractor.
- 2) Street banners: 100 double-sided banners to be placed along strategic major thoroughfares/intersections throughout the City. This project is below the public bidding threshold and the Commission has selected Olympus to construct and install the banners.

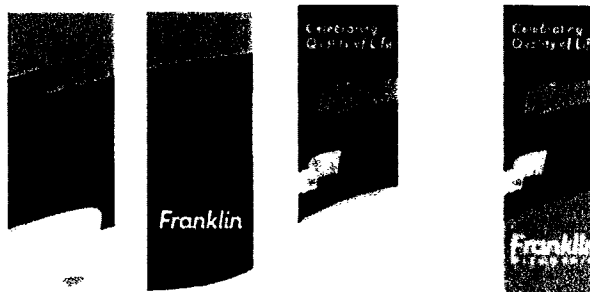
The Tourism Commission is asking the Common Council to approve the concepts shown below so that the projects can start as soon as possible.



City Hall Sign



Gateway Signs



Street Banners

COUNCIL ACTION REQUESTED

Consider approval of graphic concepts for proposed Tourism Commission wayfinding projects.

| | | |
|--|--|--|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 7/7/2020 |
| REPORTS & RECOMMENDATIONS | Approval of Landscaping Quote for City Hall Building Perimeter Landscaping from Johnson's Nursery for \$24,635.98 | ITEM NUMBER G.15. |

The adopted 2020 Capital Outlay Budget for the Municipal Buildings Department fund 181 includes \$30,000 for landscaping work for City Hall perimeter and berm plantings.

Below is an excerpt from the footnotes in the 2020 Budget regarding the City hall landscaping:

"City Hall Landscaping (\$30,000) – The current project includes some limited upgrading to the landscaping at the main entrance and at the Inspection entrance. However, the City's Arborist indicates that much of the landscaping surrounding the City Hall, including on the two front berms, suffer from overgrowth such that they cannot be managed well or cut back. Given the roof and HVAC are anticipated to last 20 years, the longer one waits to address the landscaping issue, the less benefit one would receive from the investment and, consequently, the less likely that the poor presentation would be upgraded. Doing it in conjunction with the current project will give both efforts their biggest bang for the buck.

The pricing includes both berms and the remaining portions of the foundation around the building, with each being approximately half the cost. Landscaping plans would be brought to the Council for approval. The pricing includes installation. Although just buying the plants and requiring DPW to install them would be cheaper as an expense; installation by the landscaping firm will likely be for a reduced hourly rate than the City pays its DPW workers and may occur more quickly as the landscaper would have more experience. Also, paying for installation can provide leverage for a warranty on plant survival. The cost is very scalable as you get precisely for what you pay. A moderate, but quality job should be able to be accomplished for \$30,000."

Staff, including representatives from Inspection Services, Building Maintenance, and Public Works worked with three (3) landscape contractors in an effort to gather design information and pricing options for this project. Staff ultimately selected a Landscape Designer from Johnson's Nursery to develop the final landscape plan and quote. Johnson's initial quote came in over \$38,000.

Given the budgeted amount of \$30,000, it was decided that certain components of the landscaping work should be completed by the Public Works Department to reduce the overall cost of the project. Such work would include prepping the site (removing existing plantings/killing weeds) in locations of the new planting beds shown on the plans (see attachment) and labor/material to install new bark mulch. The revised quote of \$24,635.98 (attached) will bring the project in under budget and in compliance with our purchasing policy requirements.

It should be noted that the newly planted areas near the front entrances were part of the "façade upgrade project". It should be further noted that landscaping for the two (2) berms is not included in this project. Going forward, it would be our recommendation to have Public Works finish the balance of the landscape work as time/funding permits.

At our request, Johnson's Nursery has tentatively scheduled this work for mid-August.

Based on our review, staff is recommending that the City enter into an agreement with Johnson's Nursery to install the plantings as described in the quote dated 5/23/20 in the amount of \$24,635.98.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Inspection Services to execute a quotation and purchase order with Johnson's Nursery for the City Hall landscaping for \$24,635.98 and to authorize release of the check.

Inspection Services – Scott Satula



W180 N6275 Marcy Road Menomonee Falls WI 53051 US

QUOTE**Order Number**

QO-102761

Quote Date

05/23/2020

Bill to

City of Franklin

9229 W Loomis Rd

Franklin WI 53132 US

Ship To

City of Franklin

9229 W Loomis Rd

Franklin WI 53132 US

Contact Tom Riha

Phone 414 550 8154

| Order Date | Sales Rep | PO Number | Department | Terms | Ship Method |
|-----------------------------|--------------------------------------|------------------------------|------------|---------------------|-------------------|
| | Carrie Hennessy | City Hall Foundation Beds | Landscape | 25P-DOWN-NET- 10 | MF Install |
| ProductID | Description | Size | Qty | Price | Total |
| 1-Front North Corner | | | | | |
| 9362C1G | Delft Lace Astilbe | #1 CONTAINER | 6 | \$14 25 | \$85 50 |
| 6018C3G | Green Velvet Boxwood | #3 CONTAINER | 19 | \$57 75 | \$1,097 25 |
| 9705C1G | Junior Walker™ Catmint | #1 CONTAINER | 9 | \$11 55 | \$103 95 |
| 1150C5G | Annabelle Hydrangea | #5 CONTAINER | 2 | \$39 50 | \$79 00 |
| 7401C1G | Overdam Feather Reed Grass | #1 CONTAINER | 9 | \$11 55 | \$103 95 |
| 7713C1G | Fragrant Bouquet Hosta | #1 CONTAINER | 13 | \$13 20 | \$171 60 |
| 2043C3G | Bobo® Hydrangea | #3 CONTAINER | 5 | \$43 50 | \$217 50 |
| 1818CG | Sugar n' Spice™ Koreanspice Viburnum | 30" | 2 | \$89 25 | \$178 50 |
| 5069CM | Trautman Chinese Juniper | 6' | 6 | \$219 00 | \$1,314 00 |
| 1301C5G | Grefsheim Spirea | #5 CONTAINER | 5 | \$33 50 | \$167 50 |
| 1865C5G | Quick Fire® Hydrangea | #5 CONTAINER | 3 | \$48 50 | \$145 50 |
| | | | | | \$3,664.25 |
| 2-Front West Corner | | | | | |
| 6018C3G | Green Velvet Boxwood | #3 CONTAINER | 21 | \$57 75 | \$1,212 75 |
| 9705C1G | Junior Walker™ Catmint | #1 CONTAINER | 8 | \$11 55 | \$92 40 |
| 1150C5G | Annabelle Hydrangea | #5 CONTAINER | 6 | \$39 50 | \$237 00 |
| 9248C1G | Trevi Fountain Lungwort | #1 CONTAINER | 5 | \$13 20 | \$66 00 |
| 7713C1G | Fragrant Bouquet Hosta | #1 CONTAINER | 36 | \$13 20 | \$475 20 |
| 1865C5G | Quick Fire® Hydrangea | #5 CONTAINER | 1 | \$48 50 | \$48 50 |
| 1818CG | Sugar n' Spice™ Koreanspice Viburnum | 30 | 5 | \$89 25 | \$446 25 |
| 1116C15G | Compact Burning Bush | #15 CONTAINER | 2 | \$157 50 | \$315 00 |

\$2,893.10**3-South Corner**

| | | | | | |
|-----------|--------------------------------|----------------------|---|----------|-----------------|
| 0589T15SD | Firebird® Crabapple | #15 CONTAINER on STA | 1 | \$201 75 | \$201 75 |
| 9518C1G | Millenium Ornamental Onion | #1 CONTAINER | 7 | \$9 90 | \$69 30 |
| 7635C1G | Montrose White Calamint Savory | #1 CONTAINER | 3 | \$9 90 | \$29 70 |
| 1150C5G | Annabelle Hydrangea | #5 CONTAINER | 4 | \$39 50 | \$158 00 |
| 2030C2G | Strawberry Sundae® Hydrangea | #2 CONTAINER | 3 | \$37 25 | \$111 75 |
| 4006C1G | Top Shelf Margarita Geum | #1 CONTAINER | 7 | \$14 00 | \$98 00 |
| 7401C1G | Overdam Feather Reed Grass | #1 CONTAINER | 5 | \$11 55 | \$57 75 |
| 9248C1G | Trevi Fountain Lungwort | #1 CONTAINER | 6 | \$13 20 | \$79 20 |
| 9420C1G | Blue Fortune Anise-Hyssop | #1 CONTAINER | 3 | \$13 20 | \$39 60 |
| | | | | | \$845.05 |

4-Back/South Building

| | | | | | |
|-----------|------------------------------|----------------------|----|----------|-------------------|
| 6023C3G | Green Gem Boxwood | #3 CONTAINER | 7 | \$64 25 | \$449 75 |
| 6025C5G | Green Mountain Boxwood | #5 CONTAINER | 6 | \$89 25 | \$535 50 |
| 7789C1G | Karmina Geranium | #1 CONTAINER | 17 | \$9 90 | \$168 30 |
| 0589T15SD | Firebird® Crabapple | #15 CONTAINER on STA | 3 | \$201 75 | \$605 25 |
| 6018C3G | Green Velvet Boxwood | #3 CONTAINER | 15 | \$57 75 | \$866 25 |
| 9705C1G | Junior Walker™ Catmint | #1 CONTAINER | 7 | \$11 55 | \$80 85 |
| 9518C1G | Millenium Ornamental Onion | #1 CONTAINER | 29 | \$9 90 | \$287 10 |
| 2030C2G | Strawberry Sundae® Hydrangea | #2 CONTAINER | 2 | \$37 25 | \$74 50 |
| 4006C1G | Top Shelf Margarita Geum | #1 CONTAINER | 17 | \$14 00 | \$238 00 |
| 7401C1G | Overdam Feather Reed Grass | #1 CONTAINER | 19 | \$11 55 | \$219 45 |
| 9420C1G | Blue Fortune Anise-Hyssop | #1 CONTAINER | 11 | \$13 20 | \$145 20 |
| 2112C3G | Low Scape® Hedger Chokeberry | #3 CONTAINER | 3 | \$35 00 | \$105 00 |
| 2043C3G | Bobo® Hydrangea | #3 CONTAINER | 3 | \$43 50 | \$130 50 |
| | | | | | \$3,905.65 |

5-Installation

| | | | | | |
|-------|---|------|----|----------|----------|
| HG119 | Topsoil - Delivered | Each | 13 | \$30 00 | \$390 00 |
| HG317 | Grading Install soil free grade soil along curbs | Each | 1 | \$780 00 | \$780 00 |
| HG138 | Pre-spray Mix one per 100 lbs soil to kill weeds in the bed before install | Each | 1 | \$400 00 | \$400 00 |
| HG311 | Removal All the soil from the proposed beds / fill any and with the same material | Each | 1 | \$675 00 | \$675 00 |
| HG104 | Machine Charges - Small 5' x 4' x 1' | Each | 2 | \$25 00 | \$50 00 |

| | | | | | |
|--------|--|------|----|------------|--------------------|
| HG104 | Machine Charges - Small Pre-emergent | Each | 1 | \$25 00 | \$25 00 |
| HG104A | Machine Charges - Dingo Dingo bonding material | Each | 1 | \$175 00 | \$175 00 |
| HG169 | Compost (Yard) | Each | 18 | \$43 50 | \$783 00 |
| HG275 | Fertilizer - Holly Tone 18 lb | Each | 5 | \$21 99 | \$109 95 |
| HG284 | Fertilizer - Bio-Tone Starter 25# | Each | 2 | \$44 99 | \$89 98 |
| HG376 | Pre-Emergent Apply granular snap-on herbicide to prevent weeds from germinating | Each | 1 | \$300 00 | \$300 00 |
| HG154 | Edging - Installed Create natural, trenched bed edges | Each | 1 | \$900 00 | \$900 00 |
| HG226 | Softscape Labor Labor & materials to install new plants, compost, fertilize | Each | 1 | \$7 950 00 | \$7,950 00 |
| HG101 | Handling & Disposal | Each | 1 | \$700 00 | \$700 00 |
| | | | | | \$13,327.93 |

Comments

Plants & materials being installed by Johnson's Nursery are at reduced 'Landscape' price & covered by 1 year warranty

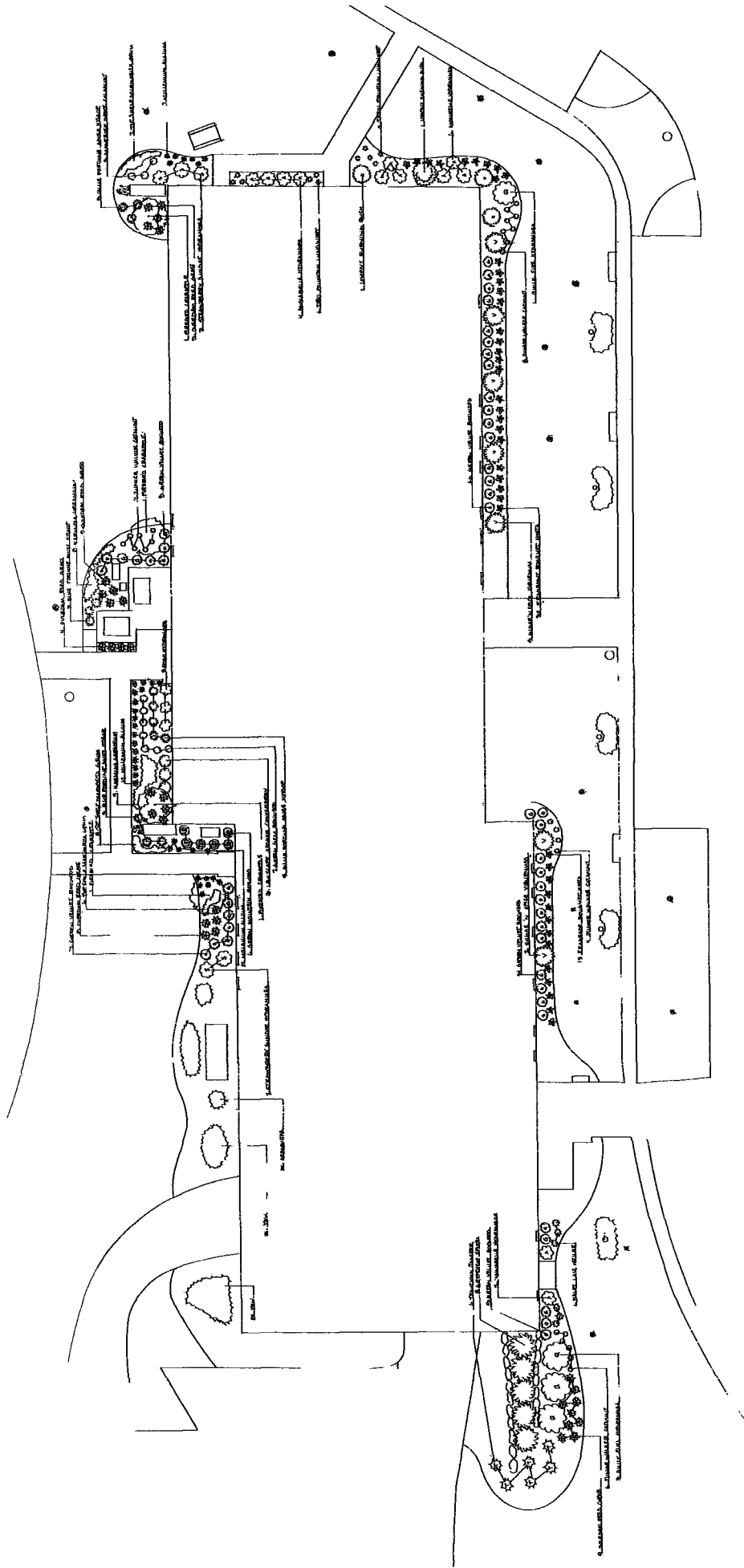
Sub Total \$24 635 98
EXEMPT Tax \$0 00
Total \$24,635.98


City will repair any lawn damage, provide & install bark mulch

Your sales rep is Carrie Hennessy
262-252-4988
chennessy@johnsonsnursery.com

Quote valid for 60 days

Accepted By _____ Date _____





JENNEY'S NURSERY
 1000 S. 10th St.
 Franklin, WI 53132
 Phone: 781-551-1888
 Fax: 781-551-1889
 Email: jennys@jennysnursery.com

City of Franklin Town Hall
 1000 S. 10th St.
 Franklin, WI 53132
 Scale: 1" = 10' (1" = 30.48m)
 Date: 10/1/2010



| | | |
|------------------------------|---|---------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | RESOLUTION TO AUTHORIZE CHANGE ORDER NO. 1 FOR THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS PROJECT IN THE AMOUNT OF \$22,983.74 | ITEM NO. <i>G.16.</i> |

BACKGROUND

Construction is progressing for the S. 68th Street Vertical Alignment Improvements. Wanasek Corporation is the Contractor.

ANALYSIS

During construction, some soft soils were encountered that required additional stone to stabilize. The attached Change Order No. 1 reflects additional material amounting to an additional \$22,983.74. This brings the unit price project from an estimated \$298,430.00 to \$321,413.74.

At the January 7, 2020, meeting when the project was awarded to Wanasek, an additional 10% was budgeted for a total project of \$328,273.00.

OPTIONS

- A. Authorize Change Order No. 1; or
- B. Provide further direction to staff.

FISCAL NOTE

The Capital Improvement fund has \$300,000 appropriated for this project. A 10% allowance for contingencies brought the total project budget to \$328,273.00. If needed, Capital Improvement Contingency Fund will be utilized.

RECOMMENDATIONS

(Option A) Resolution 2020-_____ a resolution to authorize Change Order No. 1 for the S. 68th Street Vertical Alignment Improvements Project in the amount of \$22,983.74.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO AUTHORIZE CHANGE ORDER NO. 1 FOR THE S. 68TH STREET
VERTICAL ALIGNMENT IMPROVEMENTS PROJECT IN THE AMOUNT OF \$22,983.74

WHEREAS, Wanasek Corporation is constructing the S. 68th Street Vertical Alignment Improvements Project; and

WHEREAS, poor soils were encountered which required subgrade stabilization.; and

WHEREAS, additional materials were needed that results in an increase of \$22,983.74.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the certain officials be authorized to issue Change Order No. 1 for the S. 68th Street Vertical Alignment Improvements Project in the amount of \$22,983.74.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 01

Dated: July 7, 2020

PROJECT NAME S. 68th Street Vertical Alignment Improvements

PROJECT LOCATION S. 68th Street- Franklin, WI

CONTRACTOR: The Wanasek Corporation

Nature of the Changes: needed subbase stabilization

| BID ITEM | DESCRIPTION | UNIT | PLAN | | PROPOSED | | CHANGE |
|-------------|-----------------------------|------|----------|-----------|----------|-----------|--------------|
| | | | QUANTITY | UNIT COST | QUANTITY | UNIT COST | |
| 305.013 | Base Aggregate Dense 3-Inch | TON | 319 | \$ 22.00 | 941.17 | \$ 22.00 | \$ 13,687.74 |
| SPV.0035.01 | Excavation Below Subgrade | CY | 145 | \$ 28.00 | 477 | \$ 28.00 | \$ 9,296.00 |
| Additional | | | | | | | \$ 22,983.74 |

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$298,430.00

Contract price prior to this Change Order \$298,430.00

Net **INCREASE** resulting from this Change Order \$ 22,983.74

Current contract price including this Change Order \$321,413.74

Net (Increase/Decrease) in time resulting from this Change Order Increase 0 calendar days

The above changes are Approved by:

Mayor

City Clerk

Contractor:

By: Stephen R. Olson

By: Sandra L. Wesolowski

By:

Date: _____

Date: _____

Date: _____

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

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|------------------------------|---|---------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | RESOLUTION TO AWARD 2020 RAWSON HOMES PAVEMENT PROJECT TO STARK PAVEMENT CORPORATION IN THE AMOUNT OF \$194,729.30 | ITEM NO. <i>6.17.</i> |

BACKGROUND

On January 21, 2020, Common Council authorized the solicitation of bids for the surface paving of the Rawson Homes neighborhood.

A significant amount of work in the Rawson Homes neighborhood (area roughly bounded by: W. Rawson Avenue to the north; S. 35th Street to the east; W. Marquette Avenue to the south; and S. 37th Street to the west) occurred in 2019 that included new watermain, new storm improvements, and a full depth reconstruction of the pavement. This neighborhood was left with an intermediate pavement base for the winter and it was anticipated that some settling would occur over the 2019-2020 winter. Per the plan, DPW has addressed any trench settlement issues and a paving contractor will finish the road reconstruction by installing two inches of pavement surface and the driveway approaches.

ANALYSIS

Two bids were received on June 25, 2020.

| Line Item | Item Description | UofM | Quantity | Stark Pavement Corp. | | Payne & Dolan, Inc. | |
|-----------|------------------------------------|---------|----------|----------------------|---------------------|---------------------|---------------------|
| | | | | Unit Price | Extension | Unit Price | Extension |
| 1 | Bituminous Concrete Surface Course | Tons | 2,200 | \$79 85 | \$175,670.00 | \$81.48 | \$179,256.00 |
| 2 | Tack Coat | Gallons | 1,011 | \$2 55 | \$2,578.05 | \$0 20 | \$202 20 |
| 3 | Concrete Driveways | Sq Yd | 225 | \$73 25 | \$16,481 25 | \$75.70 | \$17,032.50 |
| | | | | | \$194,729.30 | | \$196,490.70 |

All bid materials by both contractors appeared complete and satisfactory. Stark Pavement Corporation provided paving to this area last year and is performing the 2020 Road Program for Franklin.

OPTIONS

- A. Authorize Stark Asphalt to complete the paving project. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The approved appropriations are \$200,000 within the 2020 Local Road Improvement Plan for this project. This is a unit price contract and the contractor will be paid for actual quantities installed. Staff has measured the quantities and actual quantities may be slightly higher or lower.

RECOMMENDATION

(Option A) Resolution 2020-____ a resolution to award 2020 Rawson Homes Pavement Project to Stark Pavement Corporation in the amount of \$194,729.30.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO AWARD
2020 RAWSON HOMES PAVEMENT PROJECT
TO STARK PAVEMENT CORPORATION
IN THE AMOUNT OF \$194,729.30

WHEREAS, the City of Franklin advertised and solicited bids for the 2020 Rawson Homes Pavement; and

WHEREAS, the low bidder was Stark Pavement Corporation, with a bid of \$194,729.30; and

WHEREAS, Stark Pavement Corporation is a qualified public works contractor.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Stark Pavement Corporation be awarded the contract for the 2020 Rawson Homes Pavement project.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Stark Pavement Corporation on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

SAA

| | | |
|------------------------------|--|---------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | RESOLUTION FOR PARTICIPATION IN A CONSTRUCTION CONTRACT PER INTERGOVERNMENTAL AGREEMENT WITH CITY OF WAUKESHA WATER UTILITY FOR THE S. 60TH STREET SEWER PROJECT | ITEM NO. <i>G,18.</i> |

BACKGROUND

On August 21, 2018, Common Council adopted Resolution No. 2018-7408 to enter into an intergovernmental agreement with City of Waukesha Water Utility for the S. 60th Street Sewer Project- subject to legal and technical corrections and negotiation with Waukesha. This project would have abandoned the Industrial Park Lift Station and the entire agreement was anticipated to save the City of Franklin Sewer Utility \$700,000 to \$1.7 million.

ANALYSIS

Greeley & Hansen was selected to design a gravity sewer and incorporate the project into the Waukesha project. Estimators with Greeley & Hansen, Black & Veatch (another consultant), and a third-party contractor each estimated that the Franklin portion of the project would be approximately \$3.1 million.

Waukesha received three bids for this section of work (Contract Bid Package #6) on May 14, 2020. The three bids ranged from \$9.8-\$23.5 million for Franklin's portion. The low bidder for the project that was selected had \$13.5 million for Franklin's project. Greeley & Hansen had extensive conversations with the selected contractor and were not able to substantially lower the cost for this work. Staff asked Greeley & Hansen to rerun the initial analysis and the project would have a payback of almost 40-years.

Staff recommends that Franklin decline participation in the Waukesha Project and solicit qualifications/proposals from engineering firms to design a new lift station that would replace the current industrial park lift station.

OPTIONS

- A. Adopt a Resolution to participate in Waukesha's project for \$13.5 million (not as written), or
- B. Adopt a Resolution (as written) to decline participation in the Waukesha water-return project, and/or
- C. Instruct Staff to solicit Engineering Consultants for the design of a replacement lift station, and/or
- D. Refer back to Staff with further direction.

FISCAL NOTE

The City has invested \$122,450 with Greeley & Hansen to design the project that would be abandoned. A new project budget will be brought to Common Council when a design contract is awarded.

RECOMMENDATION

(Options B & C) Motion to approve Resolution 2020-_____ a resolution to decline participation in a construction contract per Intergovernmental Agreement with City of Waukesha Water Utility for the S. 60th Street Sewer Project and further direct Staff to solicit consultants for design of lift station replacement.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO DECLINE PARTICIPATION IN A CONSTRUCTION CONTRACT PER
INTERGOVERNMENTAL AGREEMENT WITH
CITY OF WAUKESHA WATER UTILITY
FOR THE S. 60TH STREET SEWER PROJECT

WHEREAS, the City of Franklin (FRANKLIN) desired to abandon the Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street; and

WHEREAS, per Resolution 2018-7408, the City of Waukesha Water Utility (WAUKESHA) and FRANKLIN entered into an Intergovernmental Agreement to construct the FRANKLIN lift station abandonment with WAUKESHA's water return line for the Great Lakes Water Alliance (GWA) project in the S. 60th Street corridor; and

WHEREAS, the received bids for WAUKESHA's project were exceedingly above FRANKLIN's budget for the project such that it is not a feasible option for FRANKLIN; and

WHEREAS, Item 7 of the Intergovernmental Agreement requires WAUKESHA to consult with FRANKLIN to approve the bid relating to FRANKLIN's work.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Franklin decline participation in a construction contract per Intergovernmental Agreement with City of Waukesha Water Utility for the S. 60th Street Sewer Project.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018-7408

RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH CITY OF WAUKESHA WATER UTILITY FOR THE
S. 60TH STREET SEWER PROJECT

WHEREAS, the City of Franklin desires to abandon the Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street around the year 2021; and

WHEREAS, the City of Waukesha Water Utility desires to construct a water return line for the Great Lakes Water Alliance (GWA) project in the S. 60th Street corridor around the year 2021; and


WHEREAS, there is mutual benefit to incorporate the projects together and specifically a significant cost savings to the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin to enter into an agreement with the City of Waukesha Water Utility for an intergovernmental agreement to incorporate the Franklin's S. 60th Street Sewer Project into Waukesha's water return line for the Great Lakes Water Alliance (GWA) project.

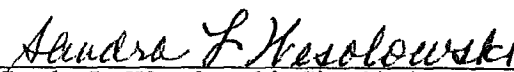
Introduced at a regular meeting of the Common Council of the City of Franklin the 21st day of August, 2018, by Alderman Taylor.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 21st day of August, 2018.

APPROVED:


Mark Dandrea, Acting Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 4 NOES 1 (Alderswoman Wilhelm) ABSENT 0

CITY OF FRANKLIN AND CITY OF WAUKESHA, WATER UTILITY
INTERGOVERNMENTAL COOPERATION AGREEMENT
SOUTH 60TH STREET SEWER PROJECT – GREAT WATER ALLIANCE WATER RETURN PROJECT
ON SOUTH 60TH STREET BETWEEN WEST RYAN ROAD (STH 100) AND WEST OAKWOOD ROAD,
CITY OF FRANKLIN

Draft 7/13/18

THIS AGREEMENT is made and entered into, pursuant to Wis. Stat. § 66.0301 Intergovernmental Cooperation, by and between the City of Franklin (“FRANKLIN”), 9229 West Loomis Road, Franklin, Wisconsin 53132, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Wisconsin and the City of Waukesha, Water Utility (“WAUKESHA”), 115 Delafield Street, PO Box 1648, Waukesha, WI 53187, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Wisconsin (collectively, the “PARTIES”; individually, the “PARTY”).

WHEREAS, FRANKLIN seeks to abandon the Industrial Park Sewage Lift Station located on the east side of South 60th Street midblock between West Franklin Drive and West Oakwood Drive by constructing a sewer line beneath South 60th Street to an interceptor sewer in West Ryan Road (STH 100); and

WHEREAS, WAUKESHA seeks to construct a return-water main beneath South 60th Street as part of the Great Water Alliance project to transport wastewater reuse from the Wastewater Treatment Facility located in Waukesha to the Root River located at South 60th Street and West Oakwood Drive located in Franklin; and

WHEREAS, both PARTIES seek to construct their respective projects circa the year 2021; and

WHEREAS, FRANKLIN has selected the same consultant hired by WAUKESHA, Greeley and Hansen, Inc. (“CONSULTANT”), to perform survey, geotechnical, engineering, and other design work; and

WHEREAS, in order to avoid multiple excavations and reconstructions of South 60th Street for the WAUKESHA and FRANKLIN separate projects, and to obtain cost savings for both PARTIES, WAUKESHA is amenable to allowing FRANKLIN’s project to be incorporated within WAUKESHA’s project at incremental cost to FRANKLIN; and

WHEREAS, the purpose of this AGREEMENT is to set forth the understanding of the PARTIES.

NOW, THEREFORE. IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. FRANKLIN shall employ CONSULTANT to design FRANKLIN’s project such that the FRANKLIN pipe utilizes the same trench as WAUKESHA’s project, but at a lower vertical elevation and horizontally adjacent to the WAUKESHA pipe.
2. WAUKESHA shall allow FRANKLIN’s consultant(s) to utilize Waukesha design information, including, but not limited to field survey, geotechnical work, and utility coordination.
3. The PARTIES shall require CONSULTANT to generate separate specifications for FRANKLIN’s and WAUKESHA’s work, such that the extent and costs of each PARTY’s work can be separately determined
4. WAUKESHA shall allow FRANKLIN to include all of the work associated with FRANKLIN’s project, as specified by CONSULTANT and agreed to by Franklin, to be included within the public bidding for WAUKESHA’s project as an alternate bid.
5. FRANKLIN’s alternate bid items shall be anything associated with the abandonment of the existing lift station and also trench and pipe materials and installation for elevations below what is needed for the WAUKESHA project.

6. WAUKESHA shall include all items needed for its project outside of FRANKLIN's alternate bid items, including, but not limited to bedding and backfill surrounding the WAUKESHA pipe, all surface restoration, traffic control, contractor's mobilization, and construction inspection services.
7. WAUKESHA shall receive and review qualified bids, award and enter into a contract with the lowest qualified bidder ("CONTRACTOR"). Before awarding a contract, WAUKESHA shall consult with FRANKLIN and receive FRANKLIN's approval of the bid relating to FRANKLIN's work.
8. The contract with CONTRACTOR shall identify FRANKLIN as a third-party beneficiary of the contract with respect to FRANKLIN's separately-specified work, specifically including but not limited to the right to enforce all warranties of quality of workmanship and materials. WAUKESHA shall not have any responsibility for enforcing the contract with respect to FRANKLIN's separately-specified work, and each PARTY shall be responsible for enforcing the contract against CONTRACTOR with respect to their respective portions of the work.
9. Each PARTY shall be responsible for monitoring the CONTRACTOR's performance of the contract and construction of the PARTIES' respective portions of the work, and each PARTY releases the other from any liability for failure to monitor or supervise the other's portion of the work.
10. To the extent that damages or liabilities are covered by insurance during construction, each PARTY waives the right of subrogation for such damages or liabilities, and each PARTY shall obtain an endorsement to their liability insurance policies waiving the right of subrogation with respect to such damages and liabilities.
11. FRANKLIN hereby authorizes WAUKESHA and the selected CONTRACTOR, upon the award of contract as set forth herein, to perform the work necessary to complete the PROJECT within FRANKLIN's South 60th Street right-of-way (ROW) between West Ryan road (STH 100) and West Oakwood Road.
12. FRANKLIN shall inspect all work performed by CONTRACTOR promptly upon its completion, and shall notify WAUKESHA no later than 10 days after WAUKESHA's receipt of CONTRACTOR's invoice for such completed work of any failures of the work to comply with the terms of the contract. If FRANKLIN does not so notify WAUKESHA within that time period, or if FRANKLIN expressly gives its acceptance of the work, then FRANKLIN shall have accepted the work.
13. After FRANKLIN has accepted work, WAUKESHA shall pay CONTRACTOR's invoice for that work, and bill FRANKLIN for the amounts attributable to FRANKLIN's work as specified by the CONSULTANT. WAUKESHA shall not pay any CONTRACTOR invoice for work associated with FRANKLIN's portion of the contract until FRANKLIN has accepted that work.
14. FRANKLIN shall pay WAUKESHA's bills in full promptly, and no later than 45 days after the date of issue date of the bill. By accepting work, FRANKLIN agrees that it will reimburse WAUKESHA for payment for that portion of the work, and waives any defenses to payment of WAUKESHA's bill. By accepting work and paying WAUKESHA, FRANKLIN does not waive any causes of action or defenses with respect to the CONTRACTOR for breach of contract or breach of warranty .
15. No construction shall begin for any improvement to the PROJECT until this AGREEMENT is executed by the PARTIES. Acceptance of bids for the PROJECT shall be determined solely by WAUKESHA, pursuant to paragraph 7. above
16. Upon completion of the PROJECT the PARTIES will continue to own and maintain their respective pipes within South 60th Street.
17. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality PARTY or its insurer to rely upon the limitations, defenses, and immunities contained

within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05 To the extent that indemnification is available and enforceable, the municipality PARTY or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

18. If any provision of this AGREEMENT is contrary to any law, then the provision shall be deemed amended to comply with such law, and this AGREEMENT shall remain enforceable to the extent that it may.
19. This AGREEMENT shall be effective upon the last date of approval by the respective governing bodies of FRANKLIN and WAUKESHA

The above stated conditions and terms are accepted and agreed to by the PARTIES and the PARTIES have set their hands and seals as follows.

CITY OF FRANKLIN

Stephen R. Olson, Mayor

Approved as to form:

Sandra L. Wesolowski, City Clerk

To certify available funds for payment:

Jesse A. Wesolowski, City Attorney

Paul Rotzenberg, Director of Finance and Treasurer

CITY OF WAUKESHA, WATER UTILITY

Shawn N. Reilly, Mayor

Gina L. Kozlik, City Clerk-Treasurer

Daniel S. Duchniak, General Manager, Water Utility

Joseph J. Piatt, President, Water Utility Commission

G.J. Zinda, Secretary, Water Utility Commission

Approved as to form:

Brian E. Running, City Attorney

| | | |
|------------------------------|---|---------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE July 7, 2020 |
| Reports & Recommendations | INVESTIGATION FOR A NEW PARKLAND CONNECTED TO A NEW WATER TOWER SITE ON S. LOVERS LANE (TAX KEY NO. 801-9986-000, 801-9985-000, 801-9984-000 and 801-9987-000) | ITEM NO. <i>G.19.</i> |

BACKGROUND

The Franklin Water Utility has been investigating locations needed for a new elevated water storage facility in the western water zone. The Water Utility has narrowed the site selection to an eleven-acre parcel in the 8100 block of S. Lovers Lane (Tax Key 801-9986-000). The Utility has performed soils testing and some wetland investigation. This parcel is currently for sale with three other adjacent parcels (Tax Keys 801-9985-000, 801-9984-000, and 801-9987-000) totaling over 20 acres. The Owner has no desire to sell the four parcels independently.

ANALYSIS

The Parks Commission is currently evaluating locations for new parkland. It is anticipated this parcel could include a small parking lot, restrooms, and walking trails. In order to determine ultimate uses, some investigative work needs to occur that includes, but may not be limited to, wetland delineation, land appraisal, and discussion with WISDOT on permitting a new access on S. Lovers Lane.

Although previously proposed for development, a significant portion of the 20 acres is considered a secondary environmental corridor with significant wetland complications.

If suitable for a new Franklin park, purchase of this site would be a win-win for the City and the Water Utility. A Water Tower site would not need the additional work needed for the addition of a Park. If Common Council could commit to participating in a fair and equitable cost share with the Water Utility, the Water Utility could pursue the additional work needed for selection of a Park (to be officially named later) with additional work to be reimbursed later.

Staff is anticipating that the additional work by consultants to justify an offer would be less than \$20,000. Once the additional fees are solidified, Staff would return to Common Council for authorization to transfer fund to the Water Utility.

OPTIONS

- A. Direct Staff to include parkland investigation with the investigation for a new water tower site on S. Lovers Lane.
- B. Refer back to Staff with further direction.

FISCAL NOTE

The Water Utility has 2020 funds appropriated to the development of a new water tower. The Capital Improvement Fund has \$550,000 appropriated for park land acquisition. Park land acquisition qualifies for Park Impact fees as a partial resource for the land acquisition. The Water Tower project also qualifies for Water Impact Fee support. Both the Park and Water Impact fees are approaching their statutory limit on holding periods.

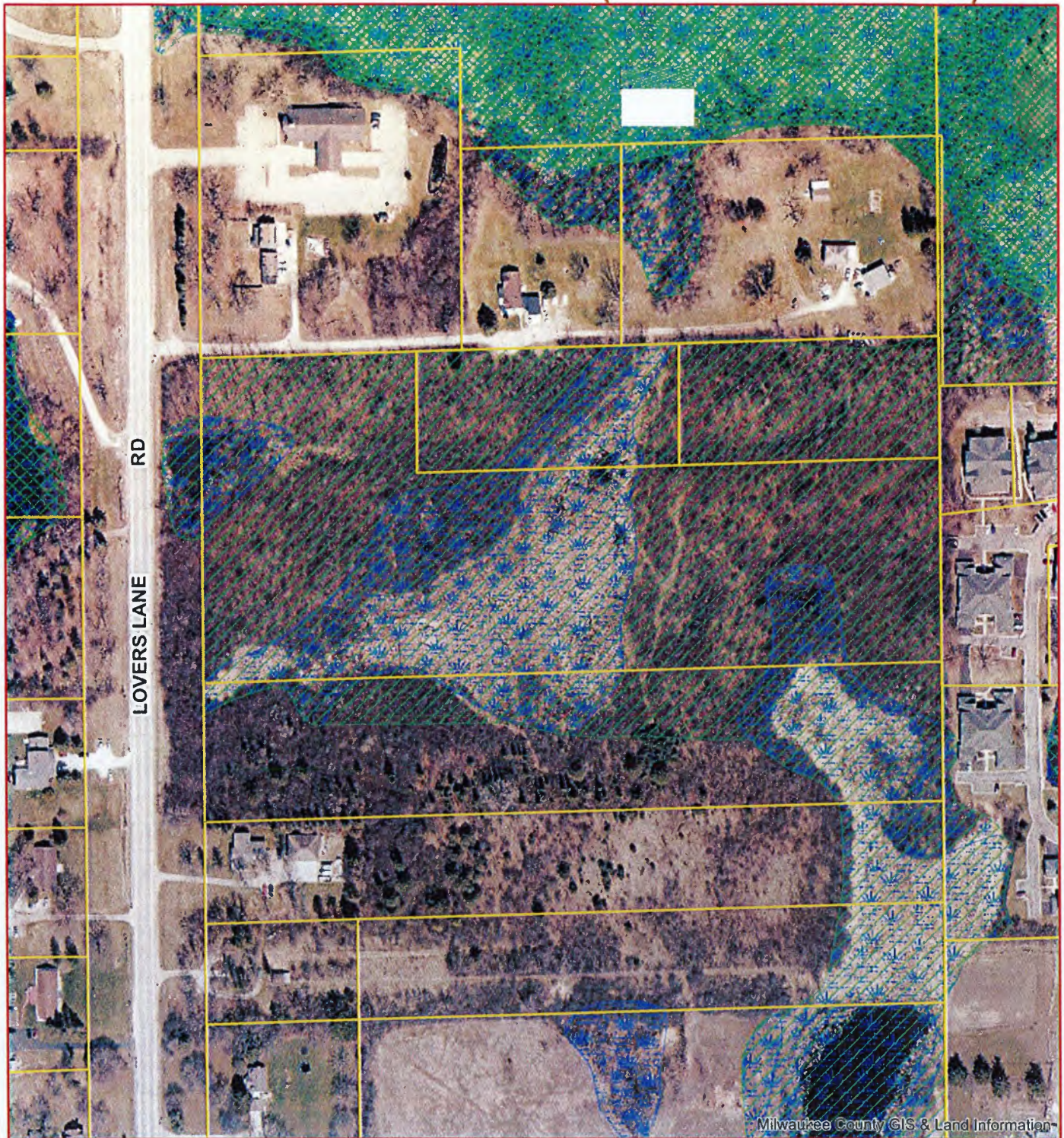
RECOMMENDATION

(Option A.) Direct Staff to include up to \$20,000 additional investigative work for park land connected to a new water tower site on S. Lovers Lane (Tax Key No. 801-9986-000, 801-9985-000, 801-9984-000 And 801-9987-000) from the 2020 Capital Improvement Fund.

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Water Tower Park (TKN 801 9986 000 etc)



Milwaukee County GIS & Land Information

0 55 110 220 330 440 Feet

1 inch = 232 feet

Legend

SEWRPC 2005 Environmental Corridors

Corridor Type

 950

 SEC

Address:
Taxkey:

City of Franklin
Planning Department

Date: 6/25/2020



| | | |
|------------------------------|-------------------------------|------------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE July 7, 2020 |
| REPORTS & RECOMMENDATIONS | 2020 Debt Issuance Planning | ITEM NUMBER <i>G.20.</i> |

Background

The 2020 Budget includes expected debt issues to support projects in TID4 and TID6. 10-year projections indicate that the City will exceed its Debt Limit policy at least for a few years. The largest issue provides resources for the wholesale water changes, which currently assume General Obligation (GO) Debt be issued. See the ten-year debt projections attached.

TID4 project costs require a \$3.2 million resource. The repayment plan for this \$3.2 million is completed with the 2023 increment.

There are two options for providing this resource

1. a new Debt Issue OR
2. an Internal Advance.

As the repayment plan retires the debt so quickly, an Internal Advance is an attractive option. The Development Fund has the available fund balance. The rapid repayment mitigates the pressure on the Development Fund. Discussions with Dawn Gunderson of Ehlers (the City's Financial Advisor) endorses the Internal Advance option so long as internal fund balances can accommodate it.

TID6 has committed \$3 million for additional infrastructure projects. The Developer recently informed the City that those funds will not be needed until Q1 of 2021. The Finance Committee does not recommend borrowing funds prior to when they are needed and recommends delaying the debt issue until that time.

The Internal Advance for TID4 and the delay in the TID6 resource, opens 2020 as a window in which no new GO debt would be issued.

Analysis

Looking further to other possible future debt issues:

1. A \$4.7 million water tower project estimated for 2021. Approximately 50% of that project is to be funded by Impact Fees which are expected to be on hand when the project commences. The remaining requirement of \$2.3 million would be sourced with a new 20-year Debt offering. A Revenue Bond is an option which would reduce the level of GO Debt outstanding. This type of debt often comes at a higher cost.
2. A Sanitary Sewer project to either replace the Industrial Park Lift Station or to install gravity flow mains. The project was recently bid however bids were not acceptable. The Sewer fund would support this debt with increased sewer rates. The project is planned for 2021 or 2022 and estimated from \$1.5 to \$3.5 million.
3. Changing water suppliers would involve a \$12 - \$18 million project. The multi-year water project can be supported with current water rates. (The expected reduction in wholesale water cost will provide the debt service requirement) Construction would take 18-24 months. Financing could be staged around the project. Debt issuance planning would be reviewed as the project progresses.

4. Refunding the remaining \$9.8 million 2018 Note Anticipation Note. Current market conditions make refunding now very attractive. Risks are that the size and timing of TID5 increment are yet to be determined, such that establishing debt service become more challenging.
 - a. 2021 General fund budget planning may include the use of 2014-2016 un-used levy increases. Use of that prior year levy would require a reduction in total General Obligation debt outstanding. Staff is communicating with the Dept of Revenue on this issue currently.
 - b. Any refunding of the 2018 NAN would be completed with GO Debt as required by the 2018 NAN.
 - c. Ehlers has modeled a potential current refunding, which indicates a \$2.5 million reduction in debt service costs (\$2 million in the new GO issue and \$500,000 of Municipal Revenue Obligation debt service).
5. TID8 – infrastructure costs approximating \$4 million, to be issued in 2021 or 2022.
 - a. The TID8 project plan has numerous projects involving upwards of \$27 million in debt issues between 2020 and 2024. The Attached Summary reflects a \$20 million issue in 2022.
6. Construction of a fourth Fire Station, estimated at \$3.7 million in 2027.

An updated ten-year summary of future debt service and balance is attached to model the above plans.

Recommendation

The Finance Committee recommends that the water project stay on a 2021 schedule to utilize Water Impact fees that are approaching a maximum holding period.

Note: Since the Finance Committee met, staff reviewed the relationship between debt issuance and the use of prior year's unused Levy. As noted above, the use of prior year levy increases is conditioned on certain total outstanding GO debt balances during the year. The City's debt issuance plans outlined above, make the 2020 Levy, the only near-term year when unused levy increases may be captured. As outlined in the attached plan and the 2018 Levy Limit Worksheet, the current unused levy increases expire prior to the next window of debt issuance plans.

COUNCIL ACTION REQUESTED

Motion directing staff to maintain the water tower project on the 2021 schedule to take advantage of expiring water impact fees.

Motion approving the use of Internal Advances to fund up to \$3.5 million of TID4 resource requirements from funds the Director of Finance and Treasurer deems appropriate.

Motion directing staff to preserve the availability of the 2014, 2015 and 2016 unused levy in preparing the 2020 City Tax Levy.

City of Franklin WI
General Obligation Debt Summary

| Fund | Borrowed | Balance Dec-20 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|--|----------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Total Government | | | | | | | | | | | | |
| New Loans | | | 8 500 000 | 20 000 000 | 11 660 000 | - | 2,000 000 | - | 4 250 000 | - | 2 000 000 | - |
| Principal Payments | | 965 000 | 1 855 000 | 1 855 000 | 10 835 000 | 2 370 000 | 2,970 000 | 3 710 000 | 4 045 000 | 4 370 000 | 7 270 000 | 4 775 000 |
| Interest Payments | | 2 826,670 | 2 724,820 | 3 456,165 | 3 489,723 | 3 489,723 | 3 385,173 | 3 256,617 | 3 254,898 | 2 803,446 | 2 889,416 | 2 907,289 |
| Total | | \$ 48 710,000 | \$ 3,791,670 | \$ 4,579,820 | \$ 14,291,165 | \$ 5,859,723 | \$ 6,355,173 | \$ 6,966,617 | \$ 7,299,898 | \$ 7,173,446 | \$ 10,159,416 | \$ 7,682,289 |
| Total City Loan Balance | | \$ 48 710,000 | \$ 56 245,000 | \$ 74 390,000 | \$ 75 215,000 | \$ 72 845,000 | \$ 71 875,000 | \$ 68 165,000 | \$ 68 370,000 | \$ 64 000,000 | \$ 58 730,000 | \$ 53 955,000 |
| Water | | | | | | | | | | | | |
| New Loans | | | 71 750 | 18 500 000 | 777,750 | 793,200 | 828 600 | 869 100 | 900 550 | 930 000 | 960 000 | 1 010 000 |
| Principal Payments | | 32 818 | 30 950 | 816 750 | 784,913 | 717,413 | 751 950 | 717,413 | 681 300 | 643,388 | 603 900 | 562 725 |
| Total | | \$ 104,568 | \$ 108,200 | \$ 1 594 500 | \$ 1 578 113 | \$ 1 586 513 | \$ 1 580 550 | \$ 1 586 513 | \$ 1 581 850 | \$ 1 573 388 | \$ 1 563 900 | \$ 1 572 725 |
| Water Loan Balance | | \$ 1 138 200 | \$ 1 068,450 | \$ 19 489 200 | \$ 18 711 450 | \$ 17 918 250 | \$ 17,089 650 | \$ 16 220 550 | \$ 15 320 000 | \$ 14 390 000 | \$ 13 430 000 | \$ 12 420,000 |
| Sewer | | | | | | | | | | | | |
| New Loans | | | 1 275 272 | 3 000 000 | 1 438 839 | 1 471 802 | 1 505 575 | 1 550 181 | 1 590 638 | 1 631 968 | 1 679 193 | 1 717 334 |
| Principal Payments | | 416,514 | 384,730 | 484,914 | 447,046 | 408,357 | 368 600 | 327 644 | 285,579 | 242,271 | 202,271 | 197,811 |
| Total | | \$ 1,691,786 | \$ 1,691,399 | \$ 1,923,753 | \$ 1,918,848 | \$ 1,918,848 | \$ 1,913,932 | \$ 1,918,781 | \$ 1,918,282 | \$ 1,917,547 | \$ 1,921,464 | \$ 1,915,145 |
| Sewer Loan Balance | | \$ 17 555,341 | \$ 16 280,069 | \$ 17 973,400 | \$ 16,534,561 | \$ 15,062,759 | \$ 13,557,184 | \$ 12,007,003 | \$ 10,416,365 | \$ 8,784,397 | \$ 7,105,204 | \$ 5,387,870 |
| Total City | | | | | | | | | | | | |
| New Loans | | 8 500 000 | 41 500 000 | 11 660 000 | - | - | 2 000 000 | - | 4 250 000 | - | 2 000 000 | - |
| Principal Payments | | 2 312 022 | 3 238 919 | 13 051 589 | 4 635 002 | 4 635 002 | 5 304 175 | 6 129,281 | 6 536 188 | 6 931 968 | 9 909 193 | 7 502 334 |
| Interest Payments | | 3 276,002 | 3 140,500 | 4,757,829 | 4,721,682 | 4,721,682 | 4,545,480 | 4,342,630 | 4,263,842 | 3,732,413 | 3,735,587 | 3,667,825 |
| Total | | \$ 5,588,024 | \$ 6,379,419 | \$ 17,809,418 | \$ 9,356,684 | \$ 9,356,684 | \$ 9,849,655 | \$ 10,471,911 | \$ 10,800,030 | \$ 10,684,381 | \$ 13,644,780 | \$ 11,170,159 |
| Total Loan Balance | | \$ 67,403,541 | \$ 73,591,519 | \$ 111,852,600 | \$ 110,461,011 | \$ 105,826,009 | \$ 102,521,834 | \$ 96,392,553 | \$ 94,106,365 | \$ 87,174,397 | \$ 79,265,204 | \$ 71,762,870 |
| Debt Limit Review | | | | | | | | | | | | |
| Growth | | 130 826 000 | 89 834 000 | 68 723 000 | 58 128 000 | 47 084 000 | 47 555 000 | 48 030 000 | 48 510 000 | 48 996 000 | 49 486 000 | 49 976 000 |
| Equalized Value | | \$ 4 360 868 000 | \$ 4 491 694,000 | \$ 4 581 528,000 | \$ 4 650,251 000 | \$ 4 708 379,000 | \$ 4 755,463 000 | \$ 4 803 018 000 | \$ 4 851 048 000 | \$ 4,899 558 000 | \$ 4 948 554 000 | \$ 4 998 040 000 |
| State Debt Limit | | 218 043 400 | 224 584 700 | 229 076 400 | 232 512 550 | 235 418 950 | 237 773 150 | 240 150 900 | 242 552 400 | 244 977 900 | 247 427 700 | 249 877 000 |
| Internal Debt Limit | | 87,217 360 | 89 833 880 | 91 630 560 | 93 005 020 | 94,167 580 | 95 109 260 | 96 060 360 | 97 020 960 | 97 991 160 | 98 971 080 | 99 951 000 |
| *** Exceeds City Policy Debt Limit | | | | *** | *** | *** | *** | *** | *** | *** | *** | *** |
| Includes Interfund Advances | | | | | | | | | | | | |
| L:\41803 VOL1 Finance\Debt Service\GO Debt Summary.xlsx 2021 | | | | | | | | | | | | |

City of Franklin WI

General Obligation Debt Summary

| Fund | Borrowed | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|-------|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| City | | | | | | | | | | | |
| | Balance Dec-20 | | | | | | | | | | |
| | New Loans | 5 000 000 | - | 2 000 000 | - | 2 000 000 | - | 4 250 000 | - | 2 000 000 | - |
| | Principal Payments | 1 480 000 | 970 000 | 1 185 000 | 1 165 000 | 1 155 000 | 1 145 000 | 1 285 000 | 990 000 | 1 275 000 | 1 500 000 |
| | Interest Payments | 136 763 | 316 144 | 285 363 | 339 188 | 301 625 | 353 813 | 314 625 | 722 288 | 672 500 | 610,338 |
| | Total payments | 1 615,763 | 1,286,144 | 1,470 363 | 1 504 188 | 1,456 625 | 1 498 813 | 1 599 625 | 1 712 288 | 1 947 500 | 2 110 338 |
| | Loan Balance | 9 505 000 | 8 535,000 | 9 350 000 | 8 185 000 | 9 030 000 | 7 885 000 | 10 850,000 | 9 860 000 | 10 585 000 | 9 085,000 |
| TID 3 | North End of S 27th St | | | | | | | | | | |
| | New Loans | - | | | | | | | | | |
| | Principal Payments | 965 000 | 985 000 | 390 000 | | | | | | | |
| | Interest Payments | 55 725 | 26,475 | 5 850 | | | | | | | |
| | Total | 1 020 725 | 1 011,475 | 395 850 | - | - | - | - | - | - | - |
| | TID3 Loan Balance | 1 375 000 | 390 000 | - | - | - | - | - | - | - | - |
| TID 4 | S 27th St Business Park | | | | | | | | | | |
| | New Loans | 1,200 000 | 1 200 000 | 800 000 | | | | | | | |
| | Principal Payments | 78,000 | 42,000 | 12,000 | | | | | | | |
| | Interest Payments | 1,278,000 | 1,242,000 | 812,000 | - | - | - | - | - | - | - |
| | Total | 2,000,000 | 800,000 | - | - | - | - | - | - | - | - |
| | TID5 Loan Balance | 3,200,000 | | | | | | | | | |
| TID 5 | Ballpark Commons | | | | | | | | | | |
| | New Loans | | | 9 660 000 | | | | | | | |
| | Principal Payments | - | 710 000 | 10 230 000 | 1 550 000 | 1 550 000 | 1 750 000 | 1 960 000 | 2 085 000 | 2 210 000 | 2 305 000 |
| | Interest Payments | 821,640 | 812,240 | 906,710 | 986,668 | 938,668 | 886,408 | 825,560 | 756,370 | 680,048 | 597,178 |
| | Total | 821,640 | 1,522,240 | 11,136,710 | 2,536,668 | 2,488,668 | 2,636,408 | 2,785,560 | 2,841,370 | 2,890,048 | 2,902,178 |
| | TID5 Loan Balance | 27,430,000 | 26,720,000 | 26,150,000 | 24,600,000 | 23,050,000 | 21,300,000 | 19,340,000 | 17,255,000 | 15,045,000 | 12,740,000 |
| TID 6 | Bear Development | | | | | | | | | | |
| | New Loans | 3 500 000 | - | | | | | | | | |
| | Principal Payments | - | 160 000 | 215,000 | 370 000 | 570 000 | 765 000 | 885 000 | 985 000 | 1 125 000 | 1 170 000 |
| | Interest Payments | 342 450 | 339 250 | 331 750 | 320 050 | 300 250 | 276,450 | 244 925 | 209 463 | 172 575 | 135 338 |
| | Total | 342,450 | 499,250 | 546 750 | 690 050 | 870,250 | 1 041 450 | 1 129 925 | 1 194 463 | 1 297 575 | 1 305 338 |
| | TID4 Loan Balance | 9 865 000 | 9 705 000 | 9 490 000 | 9 120 000 | 8 550 000 | 7 785 000 | 6 900 000 | 5 915 000 | 4 790 000 | 3 620 000 |
| TID 7 | Velo Village - including Interfund Advance | | | | | | | | | | |
| | New Loans | - | - | | | | | | | | |
| | Principal Payments | - | - | - | 100 000 | 100 000 | 195 000 | 200 000 | 200 000 | 2 835 000 | 100 000 |
| | Interest Payments | 126 855 | 126 855 | 126 855 | 125 880 | 123,880 | 120 759 | 116,413 | 111 863 | 75 543 | 40 273 |
| | Total | 126 855 | 126 855 | 126 855 | 225 880 | 223 880 | 315 759 | 316,413 | 311 863 | 2 910 543 | 140 273 |
| | TID4 Loan Balance | 6 590 000 | 6 590 000 | 6 590 000 | 6 490 000 | 6 390 000 | 6 195 000 | 5 995 000 | 5 795,000 | 2 960 000 | 2 860 000 |
| TID 8 | | | | | | | | | | | |
| | New Loans | | 20 000 000 | | | | | | | | |
| | Principal Payments | | - | - | 350 000 | 750 000 | 1 000 000 | 1 000 000 | 1 100 000 | 1 100 000 | 1 200 000 |
| | Interest Payments | | 450,000 | 900 000 | 892,125 | 867,375 | 828 000 | 783 000 | 735,750 | 686 250 | 634,500 |
| | Total | - | 450,000 | 900 000 | 1,242,125 | 1,617,375 | 1,828 000 | 1,783 000 | 1,835,750 | 1,786 250 | 1,834,500 |
| | TID6 Loan Balance | - | 20,000,000 | 20,000,000 | 19,650,000 | 18,900,000 | 17,900,000 | 16,900 000 | 15,900,000 | 14,700,000 | 13,500,000 |

City of Franklin, Wisconsin

Tax Increment District # 5

Development Assumptions

| Construction Year | Actual | North of Rawson | | | | | South of Rawson | | | | | Total | Construction Year |
|-------------------|------------|--------------------------|-----------|------------|------------|----------------|-----------------|--------|----------------|---------------------|-------------|-------|-------------------|
| | | Existing Rock Facilities | Stadium | Hotel | Restaurant | Sports Village | Mixed Use | Retail | Senior Housing | Highrise Apartments | | | |
| 1 2016 | 1,211,500 | | | | | | | | | | 1,211,500 | 2016 | 1 |
| 2 2017 | 49,700 | | | | | | | | | | 49,700 | 2017 | 2 |
| 3 2018 | 29,598,000 | | | | | | | | | | 29,598,000 | 2018 | 3 |
| 4 2019 | | | 1,520,000 | 500,000 | | 10,603,750 | | 0 | 1,500,000 | | 3,914,350 | 2019 | 4 |
| 5 2020 | | (10,209,400) | 2,280,000 | 20,138,700 | 707,400 | 22,394,050 | | | 21,825,000 | | 67,345,150 | 2020 | 5 |
| 6 2021 | | | | | | | 14,343,750 | 0 | 6,774,800 | | 21,118,550 | 2021 | 6 |
| 7 2022 | | | | | | | 3,657,400 | | | | 3,657,400 | 2022 | 7 |
| 8 2023 | | | | | | | | | | | 0 | 2023 | 8 |
| 9 2024 | | | | | | | | | | | 0 | 2024 | 9 |
| 10 2025 | | | | | | | | | | | 0 | 2025 | 10 |
| 11 2026 | | | | | | | | | | | 0 | 2026 | 11 |
| 12 2027 | | | | | | | | | | | 0 | 2027 | 12 |
| 13 2028 | | | | | | | | | | | 0 | 2028 | 13 |
| 14 2029 | | | | | | | | | | | 0 | 2029 | 14 |
| 15 2030 | | | | | | | | | | | 0 | 2030 | 15 |
| 16 2031 | | | | | | | | | | | 0 | 2031 | 16 |
| 17 2032 | | | | | | | | | | | 0 | 2032 | 17 |
| 18 2033 | | | | | | | | | | | 0 | 2033 | 18 |
| 19 2034 | | | | | | | | | | | 0 | 2034 | 19 |
| 20 2035 | | | | | | | | | | | 0 | 2035 | 20 |
| Totals | 30,859,200 | (10,209,400) | 3,800,000 | 20,638,700 | 707,400 | 32,987,800 | 18,001,150 | 0 | 30,099,800 | 0 | 126,894,650 | | |

Version Y

Notes: Development Values provided by Assessor 2/2019
Indoor Sports Venue and Stadium value reflected assumed to be taxable for this analysis, if tax exempt, a comparable PILOT will be necessary to meet the cash flow projections in this analysis

Payment in Lieu of Taxes (PILOT) payments may be negotiated for all improvements on tax exempt property within the District.

Dec 2020 Refunding Model

City of Franklin, Wisconsin

Tax Increment District # 5

Tax Increment Projection Worksheet

| | |
|--------------------------------|-------------------|
| Type of District | Mixed Use |
| District Creation Date | September 6, 2016 |
| Valuation Date | Jan 1, 2016 |
| Max Life (Years) | 20 |
| Expenditure Period/Termination | 15 9/6/2031 |
| Revenue Periods/Final Year | 20 2037 |
| Extension Eligibility/Years | Yes 3 |
| Recipient District | No |

| | |
|------------------------|-----------|
| Base Value | 3,043,900 |
| Appreciation Factor | 0.00% |
| Base Tax Rate | \$25.18 |
| Rate Adjustment Factor | -1.00% |

| | |
|--------------------------|-------|
| Tax Exempt Discount Rate | |
| Taxable Discount Rate | 1.50% |

| Construction Year | Value Added | Valuation Year | Inflation Increment | Total Increment | Revenue Year | Tax Rate | Tax Increment |
|-------------------|-------------|----------------|---------------------|-----------------|---------------------------|----------|---------------|
| 1 2016 | 1,211,500 | 2017 | 0 | 1,211,500 | 2018 | \$25.18 | 30,500 |
| 2 2017 | 49,700 | 2018 | 0 | 1,261,200 | 2019 | \$24.54 | 30,951 |
| 3 2018 | 29,598,000 | 2019 | 0 | 30,859,200 | 2020 | \$23.38 | 721,362 |
| 4 2019 | 3,914,350 | 2020 | 0 | 34,773,550 | 2021 | \$23.14 | 804,734 |
| 5 2020 | 67,345,150 | 2021 | 0 | 102,118,700 | 2022 | \$22.91 | 2,339,613 |
| 6 2021 | 21,118,550 | 2022 | 0 | 123,237,250 | 2023 | \$22.68 | 2,795,219 |
| 7 2022 | 3,657,400 | 2023 | 0 | 126,894,650 | 2024 | \$22.45 | 2,849,393 |
| 8 2023 | 0 | 2024 | 0 | 126,894,650 | 2025 | \$22.23 | 2,820,899 |
| 9 2024 | 0 | 2025 | 0 | 126,894,650 | 2026 | \$22.01 | 2,792,690 |
| 10 2025 | 0 | 2026 | 0 | 126,894,650 | 2027 | \$21.79 | 2,764,764 |
| 11 2026 | 0 | 2027 | 0 | 126,894,650 | 2028 | \$21.57 | 2,737,116 |
| 12 2027 | 0 | 2028 | 0 | 126,894,650 | 2029 | \$21.35 | 2,709,745 |
| 13 2028 | 0 | 2029 | 0 | 126,894,650 | 2030 | \$21.14 | 2,682,647 |
| 14 2029 | 0 | 2030 | 0 | 126,894,650 | 2031 | \$20.93 | 2,655,821 |
| 15 2030 | 0 | 2031 | 0 | 126,894,650 | 2032 | \$20.72 | 2,629,263 |
| 16 2031 | 0 | 2032 | 0 | 126,894,650 | 2033 | \$20.51 | 2,602,970 |
| 17 2032 | 0 | 2033 | 0 | 126,894,650 | 2034 | \$20.31 | 2,576,940 |
| 18 2033 | 0 | 2034 | 0 | 126,894,650 | 2035 | \$20.10 | 2,551,171 |
| 19 2034 | 0 | 2035 | 0 | 126,894,650 | 2036 | \$19.90 | 2,525,659 |
| 20 2035 | 0 | 2036 | 0 | 126,894,650 | 2037 | \$19.70 | 2,500,403 |
| 21 2036 | 0 | 2037 | 0 | 126,894,650 | 2038 | \$19.51 | 2,475,399 |
| 22 2037 | 0 | 2038 | 0 | 126,894,650 | 2039 | \$19.31 | 2,450,645 |
| 23 2038 | 0 | 2039 | 0 | 126,894,650 | 2040 | \$19.12 | 2,426,138 |
| Totals | 126,894,650 | | 0 | | Future Value of Increment | | 51,474,042 |

Notes:
 Actual results will vary depending on development, inflation of overall tax rates.
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of Franklin, Wisconsin

Tax Increment District # 5

Estimated Financing Plan

| | FINAL SALE Taxable NAN 2018 | Taxable G.O. Bond 3/1/2019 | Taxable G.O. Bond 12/1/2019 | Taxable G.O. Bond 12/4/2019 | Taxable G.O. Bond 2023 | Municipal Revenue Obligation (MRO) 2018 | Municipal Revenue Obligation (MRO) 2031 |
|---|-----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|------------------------------|---|---|
| Projects | | | | | | | |
| Phase I & II | 22,521,488 | | | | | | |
| Partial Takout of 2018 NAN Takeout | | 10,000,000 | | 4,000,000 | 9,480,000 | | |
| Final Takeout of 2018 NAN | | 125,000 | | 64,000 | | 3,500,000 | |
| Interest Due on NAN/Escrow Developer Incentive | | | 3,200,000 | 0 | | | 1,500,000 |
| Additional Infrastructure | | | | | | | |
| Total Project Funds | 22,521,488 | 10,125,000 | 3,200,000 | 4,064,000 | 9,480,000 | 3,500,000 | 1,500,000 |
| Funds on Hand from NAN | | (125,000) | | (64,000) | 0 | | |
| Funds on Hand from Fund Balance | | | | | | | |
| Estimated Finance Related Expenses | | | | | | | |
| Municipal Advisor | 43,700 | 26,768 | 8,610 | 10,800 | 29,900 | | |
| Bond Counsel | 27,000 | 14,048 | 4,697 | 5,891 | 15,000 | | |
| Disclosure Counsel (if engaged) | 18,000 | 8,429 | 2,818 | 3,534 | 9,000 | | |
| Rating Agency Fee | 21,000 | 13,267 | 5,041 | 6,323 | 16,000 | | |
| Paying Agent | 443 | 517 | 171 | 214 | 850 | | |
| Underwriter Discount | 93,041 | 101,899 | 12,826 | 16,088 | 120,750 | 0 | 0 |
| Debt Service Reserve Fund Reserve Funds | | | | | | | |
| Capitalized Carrying Costs | 783,480 | 513,540 | 3,234,163 | 4,042,850 | 9,671,500 | 3,500,000 | 1,500,000 |
| Total Financing Required | 23,508,152 | 10,678,467 | | | | | |
| Estimated Interest | (28,152) | 0 | 1.00% | 0 | 2.00% | 0 | 0 |
| Assumed spend down (months) | | 0 | 3 | | 0 | | |
| Rounding | (0) | 1,533 | (1,163) | 2,150 | 4,300 | 0 | 0 |
| Net Issue Size | 23,480,000 | 10,680,000 | 3,225,000 | 4,045,000 | 9,660,000 | 3,500,000 | 1,500,000 |

Notes:

City of Franklin, Wisconsin

Tax Increment District # 5

Cash Flow Projection

Projected Revenues

Expenditures

| Year | Tax Increments | Interest Earnings/ (Cost) | Capitalized Interest & premium | Developer Guarantee Payments | Bond Proceeds | Total Revenues | Taxable NAN 23,480,000 | Taxable GO Bond Current Ref'd 10,680,000 | Taxable GO Bonds 3,225,000 | Taxable GO Bond 4,045,000 | Taxable GO Bond 9,660,000 | Total All GO Debt |
|-------|-------------------|---------------------------------|--------------------------------------|------------------------------------|---------------|-------------------|---------------------------|--|-------------------------------|------------------------------|------------------------------|----------------------|
| | | | | | | | Dated Date: 05/01/18 | Dated Date: 02/20/19 | Dated Date: 12/04/19 | Dated Date: 12/04/19 | Dated Date: 03/01/23 | |
| | | | | | | | Principal Interest | Principal Interest | Principal Est Rate | Principal Est Rate | Principal Est Rate | |
| | | | | | | | 3/1 | 3/1 | 3/1 | 3/1 | 3/1 | |
| 2016 | | | | | | 0 | | | | | | 227,120 |
| 2017 | 30,500 | 28,152 | 783,480 | | 21,493,336 | 23,335,468 | 227,120 | | | | | 734,375 |
| 2018 | 30,951 | 109,978 | 513,540 | | 17,305,647 | 17,960,115 | 556,360 | 178,015 | | | | 774,428 |
| 2019 | 721,362 | 2,359 | | 0 | | 723,691 | 303,360 | 335,525 | | | | 821,640 |
| 2020 | 804,734 | 1,357 | | 0 | | 805,992 | 303,360 | 335,525 | | | | 1,522,240 |
| 2021 | 2,393,613 | 624 | | 0 | | 2,394,237 | 303,360 | 335,525 | | | | 1,665,710 |
| 2022 | 2,795,219 | 10,412 | | 0 | 9,539,250 | 12,344,881 | 303,360 | 335,525 | | | | 2,556,668 |
| 2023 | 2,849,393 | 24,192 | | 0 | | 2,873,585 | 9,480,000 | 1,000,000 | | | | 2,488,968 |
| 2024 | 2,820,890 | 28,029 | | 0 | | 2,848,928 | 1,000,000 | 1,000,000 | | | | 2,902,178 |
| 2025 | 2,792,690 | 31,157 | | 0 | | 2,823,847 | 1,000,000 | 1,000,000 | | | | 2,695,408 |
| 2026 | 2,764,764 | 31,781 | | 0 | | 2,796,495 | 1,000,000 | 1,000,000 | | | | 2,841,370 |
| 2027 | 2,737,116 | 31,493 | | 0 | | 2,768,609 | 1,000,000 | 1,000,000 | | | | 2,890,048 |
| 2028 | 2,709,745 | 30,208 | | 0 | | 2,739,953 | 1,000,000 | 1,000,000 | | | | 2,902,178 |
| 2029 | 2,682,647 | 27,957 | | 0 | | 2,710,604 | 1,000,000 | 93,500 | | | | 2,884,038 |
| 2030 | 2,655,821 | 25,487 | | 0 | | 2,681,308 | 1,000,000 | 57,063 | | | | 2,868,780 |
| 2031 | 2,629,263 | 22,224 | | 0 | | 2,651,487 | 1,000,000 | 19,250 | | | | 2,841,370 |
| 2032 | 2,602,970 | 17,621 | | 0 | | 2,620,591 | 0 | 0 | | | | 2,816,150 |
| 2033 | 2,576,940 | 16,105 | | 0 | | 2,603,045 | 0 | 0 | | | | 2,791,150 |
| 2034 | 2,551,171 | 13,995 | | 0 | | 2,565,166 | 0 | 0 | | | | 2,766,150 |
| 2035 | 2,525,659 | 12,718 | | 0 | | 2,538,377 | 0 | 0 | | | | 2,741,150 |
| 2036 | 2,500,403 | 11,582 | | 0 | | 2,511,985 | 0 | 0 | | | | 2,716,150 |
| 2037 | 2,475,399 | 10,412 | | 0 | | 2,487,811 | 0 | 0 | | | | 2,691,150 |
| 2038 | 2,450,645 | 9,243 | | 0 | | 2,460,888 | 0 | 0 | | | | 2,666,150 |
| 2039 | 2,426,138 | 8,074 | | 0 | | 2,434,212 | 0 | 0 | | | | 2,641,150 |
| 2040 | | | | | | | 0 | 0 | | | | 2,616,150 |
| Total | 51,674,042 | 592,670 | 1,397,020 | 0 | 48,338,233 | 102,701,765 | 23,480,000 | 2,922,727 | 3,225,000 | 4,045,000 | 9,660,000 | 39,361,278 |

Notes: Developer shortfall payment net of administrative expenses

Interest rates are final sale results for NAN Final Rates for 12/1/19 issue

\$10 million of NAN taken out on 1/1/19 with proceeds from 2018 Taxable GO Bonds

\$4 million of NAN taken out on 12/1/2019 with 2019C Taxable GO Bonds

Balance of NAN taken out on 4/1/2023 with 2023 Taxable GO Bonds

| Balances | | | | | | | | | | | | | | |
|-----------------------|------------------------------------|-----------|-----------|-----------|-------------|------------------------------------|-----------|-----------|----------|---------------|-------------------|---|--------------------|-----------------------|
| Year | Municipal Revenue Obligation (MRO) | | | | | Municipal Revenue Obligation (MRO) | | | | | Debt Coverage | | | |
| | Dated Date: | Principal | Est. Rate | Interest | Outstanding | Dated Date: | Principal | Est. Rate | Interest | Project Costs | Issuance Expenses | Admin. (Including Water & Air Quality Monitoring) | Total Expenditures | Principal Outstanding |
| 2016 | 03/01/18 | 3,500,000 | 5.50% | 192,500 | 0 | 05/01/31 | 1,500,000 | | | 14,000,000 | 110,143 | 55,000 | 55,000 | (55,000) |
| 2017 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | 11,691,488 | 111,127 | 100,000 | 14,437,263 | (45,000) |
| 2018 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2019 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2020 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2021 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2022 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2023 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2024 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2025 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2026 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2027 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2028 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2029 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2030 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2031 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2032 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2033 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2034 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2035 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2036 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2037 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2038 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2039 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| 2040 | | 3,500,000 | 5.50% | 192,500 | 0 | | | | | | | 35,000 | 26,571,990 | 8,898,205 |
| Total | | 3,500,000 | | 3,500,000 | 0 | | 1,500,000 | | 0 | 25,691,488 | 292,020 | 805,000 | 98,328,536 | |
| Short 0 | | | | | | | | | | | | | | |
| Notes | | | | | | | | | | | | | | |
| Projected TID Closure | | | | | | | | | | | | | | |

A

City of Franklin, Wisconsin

Tax Increment District # 5

Development Assumptions

| Construction Year | Actual | North of Rawson | | | | | South of Rawson | | | | | Total | Construction Year |
|-------------------|------------|--------------------------|-----------|------------|------------|----------------|-----------------|--------|----------------|---------------------|-------------|---------|-------------------|
| | | Existing Rock Facilities | Stadium | Hotel | Restaurant | Sports Village | Mixed Use | Retail | Senior Housing | Highrise Apartments | | | |
| 1 2016 | 1,211,500 | | | | | | | | | | 1,211,500 | 2016 1 | |
| 2 2017 | 49,700 | | | | | | | | | | 49,700 | 2017 2 | |
| 3 2018 | 29,598,000 | | | | | | | | | | 29,598,000 | 2018 3 | |
| 4 2019 | | (10,209,400) | 1,520,000 | 500,000 | | 10,603,750 | | 0 | 1,500,000 | | 3,914,350 | 2019 4 | |
| 5 2020 | | | 2,280,000 | 20,138,700 | 707,400 | 22,394,050 | | | 21,825,000 | | 67,345,150 | 2020 5 | |
| 6 2021 | | | | | | | 14,343,750 | 0 | 6,774,800 | | 21,118,550 | 2021 6 | |
| 7 2022 | | | | | | | 3,657,400 | | | | 3,657,400 | 2022 7 | |
| 8 2023 | | | | | | | | | | | 0 | 2023 8 | |
| 9 2024 | | | | | | | | | | | 0 | 2024 9 | |
| 10 2025 | | | | | | | | | | | 0 | 2025 10 | |
| 11 2026 | | | | | | | | | | | 0 | 2026 11 | |
| 12 2027 | | | | | | | | | | | 0 | 2027 12 | |
| 13 2028 | | | | | | | | | | | 0 | 2028 13 | |
| 14 2029 | | | | | | | | | | | 0 | 2029 14 | |
| 15 2030 | | | | | | | | | | | 0 | 2030 15 | |
| 16 2031 | | | | | | | | | | | 0 | 2031 16 | |
| 17 2032 | | | | | | | | | | | 0 | 2032 17 | |
| 18 2033 | | | | | | | | | | | 0 | 2033 18 | |
| 19 2034 | | | | | | | | | | | 0 | 2034 19 | |
| 20 2035 | | | | | | | | | | | 0 | 2035 20 | |
| Totals | 30,859,200 | (10,209,400) | 3,800,000 | 20,638,700 | 707,400 | 32,997,800 | 18,001,150 | 0 | 30,099,800 | 0 | 126,894,650 | | |

Notes: Development Values provided by Assessor 2/2019
Indoor Sports Venue and Stadium value reflected assumed to be taxable for this analysis, if tax exempt, a comparable PILOT will be necessary to meet the cash flow projections in this analysis

Payment in Lieu of Taxes (PILOT) payments may be negotiated for all improvements on tax exempt property within the District.

Version Y

June 2020 Early Refunding Model

City of Franklin, Wisconsin

Tax Increment District # 5

Tax Increment Projection Worksheet

| | | | |
|--------------------------------|-------------------|--------------------------|-----------|
| Type of District | Mixed Use | Base Value | 3,043,900 |
| District Creation Date | September 6, 2016 | Appreciation Factor | 0.00% |
| Valuation Date | Jan 1, 2016 | Base Tax Rate | \$25.18 |
| Max Life (Years) | 20 | Rate Adjustment Factor | -1.00% |
| Expenditure Period/Termination | 15 9/6/2031 | | |
| Revenue Periods/Final Year | 20 2037 | | |
| Extension Eligibility/Years | Yes 3 | | |
| Recipient District | No | Tax Exempt Discount Rate | |
| | | Taxable Discount Rate | 1.50% |

| Construction Year | Value Added | Valuation Year | Inflation Increment | Total Increment | Revenue Year | Tax Rate | Tax Increment |
|-------------------|-------------|----------------|---------------------|-----------------|--------------|---------------------------|---------------|
| 1 2016 | 1,211,500 | 2017 | 0 | 1,211,500 | 2018 | \$25.18 | 30,500 |
| 2 2017 | 49,700 | 2018 | 0 | 1,261,200 | 2019 | \$24.54 | 30,951 |
| 3 2018 | 29,598,000 | 2019 | 0 | 30,859,200 | 2020 | \$23.38 | 721,362 |
| 4 2019 | 3,914,350 | 2020 | 0 | 34,773,550 | 2021 | \$23.14 | 804,734 |
| 5 2020 | 67,345,150 | 2021 | 0 | 102,118,700 | 2022 | \$22.91 | 2,339,613 |
| 6 2021 | 21,118,550 | 2022 | 0 | 123,237,250 | 2023 | \$22.68 | 2,795,219 |
| 7 2022 | 3,657,400 | 2023 | 0 | 126,894,650 | 2024 | \$22.45 | 2,849,393 |
| 8 2023 | 0 | 2024 | 0 | 126,894,650 | 2025 | \$22.23 | 2,820,899 |
| 9 2024 | 0 | 2025 | 0 | 126,894,650 | 2026 | \$22.01 | 2,792,690 |
| 10 2025 | 0 | 2026 | 0 | 126,894,650 | 2027 | \$21.79 | 2,764,764 |
| 11 2026 | 0 | 2027 | 0 | 126,894,650 | 2028 | \$21.57 | 2,737,116 |
| 12 2027 | 0 | 2028 | 0 | 126,894,650 | 2029 | \$21.35 | 2,709,745 |
| 13 2028 | 0 | 2029 | 0 | 126,894,650 | 2030 | \$21.14 | 2,682,647 |
| 14 2029 | 0 | 2030 | 0 | 126,894,650 | 2031 | \$20.93 | 2,655,821 |
| 15 2030 | 0 | 2031 | 0 | 126,894,650 | 2032 | \$20.72 | 2,629,263 |
| 16 2031 | 0 | 2032 | 0 | 126,894,650 | 2033 | \$20.51 | 2,602,970 |
| 17 2032 | 0 | 2033 | 0 | 126,894,650 | 2034 | \$20.31 | 2,576,940 |
| 18 2033 | 0 | 2034 | 0 | 126,894,650 | 2035 | \$20.10 | 2,551,171 |
| 19 2034 | 0 | 2035 | 0 | 126,894,650 | 2036 | \$19.90 | 2,525,659 |
| 20 2035 | 0 | 2036 | 0 | 126,894,650 | 2037 | \$19.70 | 2,500,403 |
| 21 2036 | 0 | 2037 | 0 | 126,894,650 | 2038 | \$19.51 | 2,475,399 |
| 22 2037 | 0 | 2038 | 0 | 126,894,650 | 2039 | \$19.31 | 2,450,645 |
| 23 2038 | 0 | 2039 | 0 | 126,894,650 | 2040 | \$19.12 | 2,426,138 |
| Totals | 126,894,650 | | 0 | | | Future Value of Increment | 51,474,042 |

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of Franklin, Wisconsin

Tax Increment District # 5

Estimated Financing Plan

| | FINAL SALE Taxable NAN 2018 | Taxable G.O. Bond 3/1/2019 | Taxable G.O. Bond 12/4/2019 | Taxable G.O. Bond 12/4/2019 | Taxable G.O. Bond 2020 | Municipal Revenue Obligation (MRO) 2018 | Municipal Revenue Obligation (MRO) 2031 |
|-------------------------------------|-----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|------------------------------|---|---|
| Projects | | | | | | | |
| Phase I & II | 22,521,488 | | | | | | |
| Partial Takeout of 2018 NAN Takeout | | 10,000,000 | 4,000,000 | | 9,480,000 | | |
| Final Takeout of 2018 NAN | | 125,000 | 64,000 | | 25,280 | 3,500,000 | |
| Interest Due on NAN/Escrow | | | | | | | |
| Developer Incentive | | | 3,200,000 | 0 | | | 1,500,000 |
| Additional Infrastructure | | | | | | | |
| | | 10,125,000 | 4,064,000 | | 9,505,280 | 3,500,000 | 1,500,000 |
| Total Project Funds | 22,521,488 | (125,000) | (64,000) | 0 | 0 | | |
| Funds on Hand from NAN | | | | | | | |
| Funds on Hand from Fund Balance | | | | | | | |
| Estimated Finance Related Expenses | | | | | | | |
| Municipal Advisor | 43,700 | 26,768 | 8,610 | 10,800 | 29,900 | | |
| Bond Counsel | 27,000 | 14,048 | 4,697 | 5,891 | 15,000 | | |
| Disclosure Counsel (if engaged) | 18,000 | 8,429 | 2,818 | 3,534 | 9,000 | | |
| Rating Agency Fee | 21,000 | 13,267 | 5,041 | 6,323 | 16,000 | | |
| Paying Agent | 443 | 517 | 171 | 214 | 850 | | |
| Underwriter Discount | 93,041 | 101,899 | 12,826 | 16,088 | 121,188 | 0 | 0 |
| Debt Service Reserve Fund | | | | | | | |
| Reserve Funds | 783,480 | 513,540 | 3,234,163 | 4,042,850 | 9,697,218 | 3,500,000 | 1,500,000 |
| Capitalized Carrying Costs | 23,508,152 | 10,678,467 | | | | | |
| Total Financing Required | (28,152) | 0 | (8,000) | 0 | (3,900) | 0 | 0 |
| Estimated Interest | | 2.00% | 1.00% | 0.50% | | | |
| Assumed spend down (months) | | 0 | 3 | 1 | | | |
| Rounding | (0) | 1,533 | (1,163) | 2,150 | 1,683 | 0 | 0 |
| Net Issue Size | 23,480,000 | 10,680,000 | 3,225,000 | 4,045,000 | 9,695,000 | 3,500,000 | 1,500,000 |

Notes:

City of Franklin, Wisconsin

Tax Increment District #5

Cash Flow Projection

Projected Revenues

Expenditures

| Year | Tax Increments | Interest Earnings/ (Cost) | Capitalized Interest & Premium | Developer Guarantee Payments | Bond Proceeds | Total Revenues | Taxable NAN 23,480,000 | Taxable GO Bond Current Refd 10,680,000 | Taxable GO Bonds 3,225,000 | Taxable GO Bond 4,045,000 | Taxable G.O. Bond 9,695,000 | Total All GO Debt |
|-------|-------------------|---------------------------------|--------------------------------------|------------------------------------|---------------|-------------------|---------------------------|--|-------------------------------|------------------------------|--------------------------------|----------------------|
| | | 1.25% | | | | | Dated Date | Dated Date | Dated Date | Dated Date | Dated Date | |
| | | | Principal | Interest | | | Principal | Est. Rate | Interest | Principal | Est. Rate | Interest |
| 2016 | | | 3/1 | | | 0 | | | | | 3/1 | |
| 2017 | | | | | | 0 | | | | | | |
| 2018 | 30,500 | 28,152 | 783,480 | | 22,493,336 | 23,335,468 | 227,120 | | | | | 227,120 |
| 2019 | 30,951 | 109,978 | 513,540 | | 17,305,647 | 17,960,115 | 14,556,360 | 178,015 | | | | 794,375 |
| 2020 | 721,362 | 2,329 | | 0 | 9,573,813 | 10,297,503 | 9,608,640 | 335,525 | | | | 794,375 |
| 2021 | 804,734 | 1,230 | | | | 805,964 | 0 | | | | | |
| 2022 | 2,339,613 | 1,482 | | 0 | | 2,341,095 | | | | | | |
| 2023 | 2,795,219 | 12,158 | | | | 2,807,377 | | | | | | |
| 2024 | 2,848,393 | 28,406 | | | | 2,877,799 | | | | | | |
| 2025 | 2,820,899 | 32,348 | | | | 2,853,248 | | | | | | |
| 2026 | 2,792,890 | 31,688 | | | | 2,824,578 | | | | | | |
| 2027 | 2,764,764 | 31,474 | | | | 2,796,237 | | | | | | |
| 2028 | 2,737,116 | 31,518 | | 0 | | 2,768,634 | | | | | | |
| 2029 | 2,709,745 | 31,604 | | | | 2,741,349 | | | | | | |
| 2030 | 2,682,647 | 32,224 | | 0 | | 2,714,872 | | | | | | |
| 2031 | 2,655,821 | 32,099 | | 0 | | 2,687,920 | | | | | | |
| 2032 | 2,629,263 | 31,529 | | | | 2,660,791 | | | | | | |
| 2033 | 2,602,970 | 29,021 | | | | 2,631,991 | | | | | | |
| 2034 | 2,576,940 | 31,463 | | | | 2,608,404 | | | | | | |
| 2035 | 2,551,171 | 32,339 | | 0 | | 2,583,509 | | | | | | |
| 2036 | 2,525,659 | 24,000 | | | | 2,549,660 | | | | | | |
| 2037 | 2,500,403 | 32,223 | | | | 2,532,625 | | | | | | |
| 2038 | 2,475,399 | 10,928 | | | | 2,486,327 | | | | | | |
| 2039 | 2,450,645 | 41,757 | | | | 2,492,402 | | | | | | |
| 2040 | 2,426,138 | 72,663 | | | | 2,498,801 | | | | | | |
| Total | 51,474,042 | 712,613 | 1,297,020 | 0 | 49,372,796 | 102,856,470 | 23,480,000 | 1,112,120 | | | | |
| | | | | | | | | | | | | |
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Notes Developer shortfall payment net of administrative expenses

Interest rates are final sale results for NAN. Final Rates for 12/1/19 issue

\$10 million of NAN taken out on 1/1/19 with proceeds from 2018 Taxable GO Bonds

\$4 million of NAN taken out on 12/1/2019 with 2019C Taxable GO Bonds

Balance of NAN taken out on 4/1/2023 with 2023 Taxable GO Bonds

A1 Tomah Tax sale of 5/28/20 + 40

| Year | Municipal Revenue Obligation (MRO) | | | | | | | | | | Municipal Revenue Obligation (MRO) | | | | | | | | | | Balances | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | Dated Date 03/01/18 | | | | | Outstanding MRO | | | | | Oated Date 05/01/31 | | | | | Admin (Including Water & Air Quality Monitoring) | | | | | Debt Coverage | | | | | Annual | | | | | Principal Outstanding | | | | | Year | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Principal | Est. Rate | Interest | Accrued | Interest Paid | | | | | | Principal | Est. Rate | Interest | Project Costs | Expenditures | Issuance | Expenditures | Total Expenditures | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE July 7, 2020 |
| REPORTS & RECOMMENDATIONS | Impact Fee Report on Holding Period Update | ITEM NUMBER <i>G.21.</i> |

Background

As of May 31, 2020, the City is holding \$8.7 million of Impact fees. Impact fees are used to fund infrastructure costs for NEW development such that current property taxpayers do not have to bare the cost of creating additional infrastructure to support that new development. State Statutes require cities that have impact fees to create a study that inventories existing infrastructure, what additional infrastructure is needed for expected growth and estimating how that new development will come on line. The Study should be updated periodically to align the impact fees being collected with the projects that are occurring. Recent statutes placed a maximum holding period on impact fees of eight years with sanitary sewer fees for ten years. Prior to that recent change the City had been holding impact fees for ten years.

The Impact Fee Study was updated in April, 2020, except for Water and Sanitary Sewer fees. A Draft Water & Sanitary Sewer Impact Fee study is currently being reviewed.

Analysis

Three Impact fees have holding period issues.

1. There are \$5.1 million of Park Impact fees on hand. The holding period for Park Impact fees was extended to 13 years by Resolution 2016-7177. Fees collected in September 2007 have been spent meaning we are just months away from the maximum holding period. If more qualifying park projects are not completed soon, then the October 2007 Park Impact fees will be required to be rebated later this year. That process will require an interest rate calculation for each quarter that fees were held, or 52 quarterly calculations for each property that paid a fee, and we will need to locate the original remitter of the fee.
 - a. The 2020 Budget has several appropriations that would utilize Park Impact fees, specifically \$150,000 of Improvements to Pleasant View Park, the purchase of \$550,000 of additional park land, overflow parking at Kayla's Playground, and unspecified Trails, bicycle routes and connectivity.
 - b. Should all of those projects be completed as appropriated, then Park Impact fees collected thru Dec 2011 would have been spent. That would place the City just back into the maximum holding period under the statute without an extension.
 - c. The Finance Director is concerned that several of the park appropriations have little impatience to get completed prior to the Park Impact Fee holding period expiration.
2. Sanitary Sewer impact fees of \$151,000 – this fee was created in 2013 to aid the build out of the Ryan Creek interceptor collector sanitary sewer. \$32,000 was collected between 2013 and 2015, which are approaching the ten year holding period. The 2016 extension could be interpreted to extend the holding period by three years.
 - a. Sanitary Sewer Impact fee collections are spiking up with the development – (specifically at S 76th and W Oakwood Rd and at S 112th and W Ryan Road)
3. Water Impact fees of \$2.7 million. Fees collected in 2015 have not been spent yet, Water Impact fees have a eight year holding period. The 2016 extension resolution provides some additional breathing room.

- a. The Water Utility is planning a 2 million gallon storage tank near Hwy 100 and W St Martin's Road in 2021 at a cost of \$4.7 million. The updated Impact fee study would apply 53% or \$2.5 million of impact fees to that project. That would exhaust the current water impact fees on hand.
- b. The Draft study also indicates that \$380,000 of the water impact fees can be used to support the 2015 Water building expansion.

Conversely are the Impact fee arrearages for Transportation, Fire Protection, Law Enforcement and Library. The debt issues to finance those projects will be retired in March 2021. Current impact fees on hand will retire the remaining debt service. However, there are impact fee arrearages from prior years, when debt service exceeded the collection of fees required to service the debt. Now that the fees are being collected, where to transfer the arrearages becomes a policy decision. Possibilities include:

- c. transfer to debt service, reducing future debt service levy OR
- d. to Capital Improvement Fund to support future projects, as debt resources were required in excess of what was needed because of Impact fee collection deficiencies. Park projects maybe one such beneficiary, as the Common Council has not wanted to raise tax levy resources to match Park Impact fees, however, these arrearages could provide much of the matching City funds for Park projects. The impact fee collection pace will be a challenge to immediately applying arrearages to new projects.

Recommendation

The Finance Committee recommended that Common Council explore all avenues to spending the impact fee funds, including all lands to be donated to the City.

COUNCIL ACTION REQUESTED

Such action as the Common Council deems appropriate.

Development Fund

Summary of Impact Fee Activity
For the six months ended June 30, 2020

[illegible]

* Funded by an Administrative Fee not an impact fee

¹ Debt service payments² Oversizing payments made

City of Franklin
Summary of Park Impact Fee Availability
12/31/20 - Preliminary

| | | Spent By | Current Impact Fees | | | |
|-------|---------|-------------|---------------------|--------------|--------------|--------------|
| | | | Impact Fee | Interest | Expenditures | Net Total |
| 2020 | 1st Qtr | 2028 | 92,339 00 | 54,672 09 | 23,484 00 | 123,527 09 |
| | 2nd Qtr | 2028 | 49,062 00 | 0 00 | 69,641 00 | (20,579 00) |
| | 3rd Qtr | 2028 | | | 0 00 | - |
| | 4th Qtr | 2028 | | | 0 00 | - |
| | 2020 | | 141,401 00 | 54,672 09 | 93,125 00 | 102,948 09 |
| 2019 | 2019 | | 948,902 00 | 120,952 47 | 212,630 78 | 857,223 69 |
| 2018 | 2018 | | 869,037 00 | 47,964 42 | 202,038 51 | 714,962 91 |
| 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 | 1st Qtr | 2020 | 56,660 00 | 46,373 12 | - | 103,033 12 |
| | 2nd Qtr | 2020 | 70,825 00 | 36,677 27 | - | 107,502 27 |
| | 3rd Qtr | 2020 | 53,559 00 | 48,371 51 | 1,800 00 | 100,130 51 |
| | 4th Qtr | 2020 | 39,662 00 | 41,384 48 | 822,097 23 | (741,050 75) |
| | Total | | 220,706 00 | 172,806 38 | 823,897 23 | (430,384 85) |
| 2006 | 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 |
| Total | | | 7,507,755 00 | 1,362,768 11 | 3,811,780 35 | 4,955,794 67 |
| Spent | | | 3,807,439 00 | | | |

City of Franklin
Monthly Park Impact Fees Collected

27.0000.4291

| Month | Collected Year & Month | | | | | | | | | | | | | |
|-------|------------------------|---------|--------|---------|---------|---------|---------|---------|---------|---------|--------|---------|---------|---------|
| | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
| Jan | 25,497 | 34,866 | 6,250 | - | - | 20,842 | 7,598 | 5,632 | 2,816 | - | - | 9,765 | 31,667 | 43,277 |
| Feb | 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 | 18,870 |
| Mar | 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 | 30,192 |
| Apr | 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 | 37,740 |
| May | 11,332 | 11,904 | 6,250 | 3,281 | - | 7,234 | 18,995 | 5,632 | 54,874 | 119,591 | 9,513 | 77,676 | 10,785 | 11,322 |
| Jun | 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 | 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 | 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 | 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 | 22,664 | 11,904 | 9,375 | - | 3,445 | 18,085 | 40,528 | 26,800 | 14,785 | 3,015 | - | 13,692 | 678,505 | |
| Nov | 11,332 | 2,976 | - | 3,281 | 17,225 | 21,702 | 15,196 | 8,448 | 5,914 | 12,060 | - | 13,692 | 14,380 | |
| Dec | 5,666 | 2,976 | 3,125 | 6,562 | 6,890 | 3,617 | 5,632 | 8,448 | - | 6,030 | 9,513 | 338,448 | 28,760 | |
| Total | 220,706 | 133,074 | 80,215 | 145,479 | 163,106 | 263,398 | 317,206 | 184,592 | 137,670 | 209,983 | 66,591 | 869,037 | 948,902 | 141,401 |

In danger of Rebating

Regular Holding Period is 10 years from date collected

2020 Budget - Projects

| Project | Cost | Impact Fees |
|---------------------------------------|-----------|-------------|
| Pleasant View Pavilion | 132,097 | 62,085 |
| Pleasant View Park Dev | 150,000 | 70,500 |
| Overflow Parking - Kayla's Playground | 250,000 | 117,500 |
| Trails, Bicycle Routes & connectivity | 350,000 | 186,000 |
| Neighborhood Park Land Acq | 550,000 | 247,500 |
| Total | 1,432,097 | 683,585 |

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 Collected-2004 forward - Copy.xlsx\Collections Summary

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| | | |
|------------------------------|------------------------------------|------------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE July 7, 2020 |
| REPORTS & RECOMMENDATIONS | May, 2020 Monthly Financial Report | ITEM NUMBER <i>G. 22.</i> |

Background

The May, 2020 Financial Report is attached.

The Finance Committee reviewed this report at its June 23, 2020 meeting and recommends its acceptance.

The Director of Finance & Treasurer will be available to answer any questions.

COUNCIL ACTION REQUESTED

Receive and place on file.



Date June 15, 2020

To Mayor Olson, Common Council and Finance Committee Members

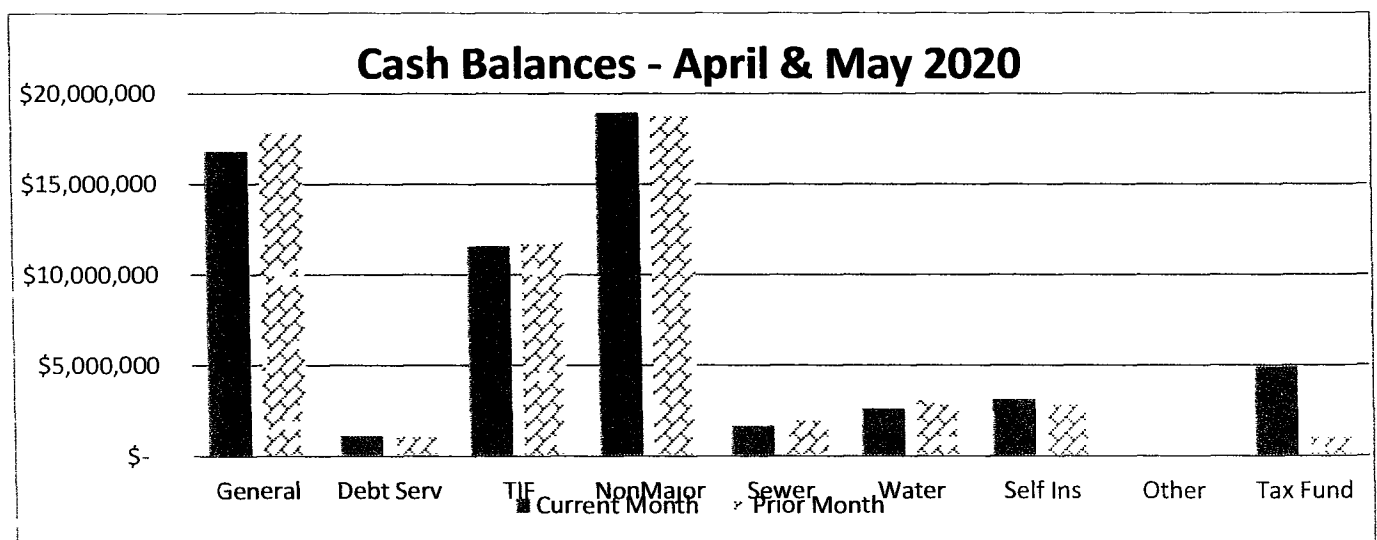
From: Paul Rotzenberg, Director of Finance & Treasurer *PR*

Subject May 2020 Financial Report

The May, 2020 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

The budget allocation is completed using an average of the last five years actual spending against the Amended Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid 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. While return potential is not ignored, investment returns are secondary in the investment decisions. Cash & Investments in the Governmental Funds totaling \$48.5 million decreased \$1.2 million since last month. General fund payroll requirements and TID Expenditures are the biggest reason for the reduction.



The Property Tax Fund increased \$3.9 million on the May 31 due date.

Short term investment returns plummeted to 0.25% in May from 1.6% in January. That will cut investment returns by 87% should the new rates hold for any length of time. To help mitigate that decline, a further \$3 million in short term holdings were converted to 6-18 month CD's locking in rates from 0.5 to 1.15%.

GENERAL FUND revenues of \$18.3 million are \$0.7 million greater than budget. Tax collections were a little faster this year than prior years, and investment interest was stronger than expected in Q1.

While trends are not clear as yet, some revenue shortfalls in Fines & Forfeitures and Charges for Services are beginning to show up. It is unclear how great an impact the Public Health Crisis will have on revenue generation.

Year to Date expenditures of \$10.8 million are \$1.5 million less than budget. Over \$100,000 of Public Health Emergency expenditures have been incurred, spread across Public Safety primarily.

Clearly, the Emergency will have an adverse impact on the budget. The Common Council authorized \$250,000 of Contingency to address the Emergency, the budget has not yet been aligned with those costs.

A \$7.5 million surplus is \$2.2 million greater than budget. That surplus is partially related to additional revenues and partially to underspending. It is unlikely that results in Dec will reflect a surplus of this size.

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 2020 increment was collected and the TID retired \$650,000 of debt along with a \$760,000 Municipal Revenue Obligation payment. The TID will move to a surplus in mid-summer when state shared revenues are received. A budget amendment will be needed to support the entire MRO payment made. TID3's expenditure period closes in June 2020.

TID 4 – The 2020 increment was collected. \$6.2 million of project contracts were signed related to the business park infrastructure work. An additional \$3 million resource will be needed to support all the recent project costs approved. The TID 4 expenditure period closes in June 2020.

TID 5 – The 2020 Increment was collected. A \$4 million portion of the 2018 NAN was refunded in March. The Budget anticipated the refunding in 2019, so a 2020 budget amendment for the refunding is coming.

TID 6 – The Developer is advancing infrastructure work for the new Industrial park. The 2020 Budget anticipated that more project costs would have been completed in 2019, so a 2020 Budget Amendment will be required for the project costs that were delayed from 2019.

TID 7 – Mortgage advances totaling all \$4.5 million have been made and reflected as a Grant and as a Deferred Inflow. No new project costs are expected for quite some time. The \$1.3 million deficit reflects the \$1.5 million advance to fund the mortgage note.

SOLID WASTE FUND – Activity is occurring as budgeted.

CAPITAL OUTLAY FUND – This fund is much more dependent upon landfill siting revenues in 2020 than prior years. Those resources arrive ratably over the year as opposed to Q1 for tax levy resources. The police have ordered the three squads authorized for 2020.

EQUIPMENT REPLACEMENT FUND – Landfill siting is the primary resource here. The fund has significant fund balance to call upon in the short term for the 2020 program.

The 2020 Ambulance arrived in May. Several of the Highway equipment projects are on order

STREET IMPROVEMENT FUND – The Q2 & Q3 General Transportation Aids will fund the 2020 program. The 2020 program has been let.

CAPITAL IMPROVEMENT FUND – A \$943,000 deferred inflow from MMSD will aid 2020 resources. Landfill siting resources are likely to fall significantly short of the 2020 budget, the Common Council re-aligned landfill siting resources with new expectations. A shortfall in landfill siting revenues is more than offset by the deferred inflow from MMSD. No changes are needed in 2020 expenditure appropriations.

The Police Shooting range project was completed, however bills are still coming in. The S 68th Street hill mitigation project has been let and likely will start in June. The Pleasant View Park Pavilion project is wrapping up.

DEVELOPMENT FUND – new housing starts in Aspen Woods are driving this resource.

The March 1 debt payments were fully funded in 2020 for the first time in several years, and those transfers out to the Debt Service fund were made. As the park projects are getting completed, park impact fees are moving out. However, without progress on more park projects, park impact fees are likely to be rebated later in 2020.

There are now \$5.1 million of park impact fees on hand and \$2.6 million water impact fees. The acceptance of the Loomis Road water main represents the \$213,000 of water impact fee usage.

UTILITY DEVELOPMENT FUND – Activity in this fund centers on balances rolling to the tax roll in December each year as well as collection of utility special assessments.

SELF INSURANCE FUND – Revenues are approximately on plan, as participation has remained steady compared to 2019. Benefit payments declined sharply in May, as participants refrained from seeking health care during the Pandemic. The Public Health Emergency has delayed some elective procedures, further delaying costs. The plan has an unexpected \$560,000 surplus, when a deficit was planned for 2020, raising the fund balance to over \$3 million.

May 2020

Financial report

RETIREE HEALTH FUND – Insurance results are on par with the prior year. The decline in the equity markets moderated in April and May, and the fixed income position shielded the portfolio some.

City of Franklin
Cash & Investments Summary
May 31, 2020

| | Cash | American Deposit Management | Institutional Capital Management | Local Government Invest Pool | Total | Prior Month Total |
|--|------------------|--|---|---|-------------------|----------------------------------|
| General Fund | \$ (433,423) | \$ 6,925,032 | \$ 7,046,888 | \$ 3,284,295 | \$ 16,822,793 | \$ 17,850,064 |
| Debt Service Funds | 17,762 | 568,876 | 551,609 | - | 1,138,247 | 1,137,929 |
| TIF Districts | 80,737 | 8,725,671 | 2,771,593 | - | 11,578,001 | 11,934,337 |
| Nonmajor Governmental Funds | 668,946 | 10,465,392 | 7,799,392 | - | 18,933,730 | 18,773,721 |
| Total Governmental Funds | 334,022 | 26,684,971 | 18,169,482 | 3,284,295 | 48,472,770 | 49,696,051 |
| Sewer Fund | 488,966 | 1,176,651 | - | - | 1,665,617 | 2,124,253 |
| Water Utility | 1,299 | 2,182,201 | 429,526 | - | 2,613,026 | 3,058,908 |
| Self Insurance Fund | 15,534 | 1,233,449 | 1,875,834 | - | 3,124,817 | 2,872,369 |
| Other Designated Funds | 14,169 | - | - | - | 14,169 | 14,833 |
| Total Other Funds | 519,967 | 4,592,301 | 2,305,360 | - | 7,417,628 | 8,070,363 |
| Total Pooled Cash & Investments | 853,988 | 31,277,272 | 20,474,842 | 3,284,295 | 55,890,398 | 57,766,414 |
| Property Tax Fund | 4,923,706 | 19,214 | - | - | 4,942,920 | 1,047,014 |
| Total Trust Funds | 4,923,706 | 19,214 | - | - | 4,942,920 | 1,047,014 |
| Grand Total Cash & Investments | 5,777,694 | 31,296,486 | 20,474,842 | 3,284,295 | 60,833,318 | 58,813,428 |
| Average Rate of Return | | 0 20% | 1 75% | 0 25% | | |
| Maturities: | | | | | | |
| Demand | 5,777,694 | 27,884,486 | 13,652 | 3,284,295 | 36,960,128 | 46,588,132 |
| Fixed Income & Equities | - | - | - | - | - | - |
| 2020 - Q2 | - | - | 1,000,817 | - | 1,000,817 | 1,002,331 |
| 2020 - Q3 | - | 167,000 | - | - | 167,000 | - |
| 2020 - Q4 | - | 500,000 | 4,545,736 | - | 5,045,736 | 4,551,242 |
| 2021 - Q1 | - | 995,000 | 2,027,344 | - | 3,022,344 | 2,034,219 |
| 2021 - Q2 | - | 1,000,000 | 2,038,334 | - | 3,038,334 | - |
| 2021 | - | 750,000 | 5,626,345 | - | 6,376,345 | 7,672,321 |
| 2022 | - | - | 4,702,458 | - | 4,702,458 | 4,689,807 |
| 2023 | - | - | 520,156 | - | 520,156 | 517,887 |
| | 5,777,694 | 31,296,486 | 20,474,842 | 3,284,295 | 60,833,318 | 67,055,939 |

City of Franklin
2020 Financial Report
General Fund Summary
For the Five months ended May 31, 2020

| Revenue | 2020 Annual Budget | 2020 Amended Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | Var to Budget Surplus (Deficiency) |
|------------------------------|-----------------------------------|------------------------------------|---|---|---|
| Property Taxes | \$ 19,005,700 | \$ 19,005,700 | \$ 14,910,079 | \$ 15,262,026 | \$ 351,947 |
| Other Taxes | 685,900 | 685,900 | 195,930 | 186,920 | (9,010) |
| Intergovernmental Revenue | 1,746,400 | 1,746,400 | 332,383 | 487,698 | 155,315 |
| Licenses & Permits | 903,200 | 903,200 | 387,346 | 465,832 | 78,486 |
| Law and Ordinance Violations | 546,000 | 546,000 | 255,780 | 214,572 | (41,208) |
| Public Charges for Services | 2,527,300 | 2,351,900 A | 816,098 | 823,068 | 6,970 |
| Intergovernmental Charges | 182,000 | 182,000 | 24,949 | 83,786 | 58,837 |
| Investment Income | 343,580 | 343,580 | 148,052 | 240,445 | 92,393 |
| Miscellaneous Revenue | 139,250 | 139,250 | 48,901 | 92,443 | 43,542 |
| Transfer from Other Funds | 1,050,000 | 1,050,000 | 458,515 | 448,000 | (10,515) |
| Total Revenue | \$ 27,129,330 | \$ 26,953,930 | \$ 17,578,033 | \$ 18,304,790 | \$ 726,757 |

| Expenditures | 2020 Annual Budget | 2020 Amended Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | Var to Budget Surplus (Deficiency) |
|--|-----------------------------------|------------------------------------|---|---|---|
| General Government | \$ 3,341,482 | \$ 3,407,643 A | \$ 1,593,786 | \$ 1,337,417 E | \$ 256,369 |
| Public Safety | 18,446,978 | 18,676,438 | 7,930,022 | 7,471,940 E | 458,082 |
| Public Works | 4,151,677 | 4,906,734 A | 1,936,467 | 1,461,563 E | 474,904 |
| Health and Human Services | 737,635 | 737,635 | 266,034 | 255,790 | 10,244 |
| Other Culture and Recreation | 234,448 | 234,448 | 81,211 | 87,498 E | (6,287) |
| Conservation and Development | 619,400 | 693,294 | 264,463 | 268,226 E | (3,763) |
| Contingency and Unclassified | 1,487,500 | 1,315,870 A | 117,943 | 37,775 E | 80,168 |
| Anticipated underexpenditures | (315,000) | (315,000) | (131,250) | - | (131,250) |
| Transfers to Other Funds | 524,000 | 524,000 | 208,333 | - | 208,333 |
| Encumbrances | - | - | - | (149,365) | 149,365 |
| Total Expenditures | \$ 29,228,120 | \$ 30,181,062 | \$ 12,267,009 | \$ 10,770,844 | \$ 1,496,165 |
| Excess of revenue over (under) expenditures | (2,098,790) | (3,227,132) | <u>\$ 5,311,024</u> | 7,533,946 | <u>\$ 2,222,922</u> |
| Fund balance, beginning of year | <u>7,928,519</u> | <u>7,928,519</u> | | <u>8,633,754</u> | |
| Fund balance, end of period | <u>\$ 5,829,729</u> | <u>\$ 4,701,387</u> | | <u>\$ 16,167,700</u> | |

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
May 31, 2020 and 2019**

| | 2020 Special Assessment | 2020 Debt Service | 2020 Total | 2019 Special Assessment | 2019 Debt Service | 2019 Total |
|-------------------------------------|-------------------------------|-------------------------|---------------------|-------------------------------|-------------------------|---------------------|
| Assets | | | | | | |
| Cash and investments | \$ 787,362 | \$ 350,884 | \$ 1,138,246 | \$ 731,707 | \$ 418,666 | \$ 1,150,373 |
| Special assessment receivable | 30,255 | - | 30,255 | 58,474 | - | 58,474 |
| Total Assets | <u>\$ 817,617</u> | <u>\$ 350,884</u> | <u>\$ 1,168,501</u> | <u>\$ 790,181</u> | <u>\$ 418,666</u> | <u>\$ 1,208,847</u> |
| Liabilities and Fund Balance | | | | | | |
| Unearned & unavailable revenue | \$ 30,255 | \$ - | \$ 30,255 | \$ 58,474 | \$ - | \$ 58,474 |
| Unassigned fund balance | 787,362 | 350,884 | 1,138,246 | 731,707 | 418,666 | 1,150,373 |
| Total Liabilities and Fund Balance | <u>\$ 817,617</u> | <u>\$ 350,884</u> | <u>\$ 1,168,501</u> | <u>\$ 790,181</u> | <u>\$ 418,666</u> | <u>\$ 1,208,847</u> |

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019**

| | 2020 Special Assessment | 2020 Debt Service | 2020 Year-to-Date Actual | 2020 Original Budget | 2019 Special Assessment | 2019 Debt Service | 2019 Year-to-Date Actual |
|---------------------------------|-------------------------------|-------------------------|--------------------------------|----------------------------|-------------------------------|-------------------------|--------------------------------|
| Revenue | | | | | | | |
| Property Taxes | \$ - | \$ 1,100,000 | \$ 1,100,000 | \$ 1,100,000 | \$ - | \$ 1,300,000 | \$ 1,300,000 |
| Special Assessments | 6,221 | - | 6,221 | 65,000 | 5,729 | - | 5,729 |
| Investment Income | 13,147 | 3,165 | 16,312 | 12,000 | 11,644 | 6,918 | 18,562 |
| GO Debt Issuance | - | - | - | - | - | - | - |
| Total Revenue | <u>19,368</u> | <u>1,103,165</u> | <u>1,122,533</u> | <u>1,177,000</u> | <u>17,373</u> | <u>1,306,918</u> | <u>1,324,291</u> |
| Expenditures: | | | | | | | |
| Debt Service | | | | | | | |
| Principal | - | 1,425,000 | 1,425,000 | 1,387,500 | - | 1,405,000 | 1,405,000 |
| Interest | - | 74,961 | 74,961 | 199,132 | - | 74,256 | 74,256 |
| Bank Fees | - | 1,200 | 1,200 | 1,140 | - | 800 | 800 |
| Total expenditures | <u>-</u> | <u>1,501,161</u> | <u>1,501,161</u> | <u>1,587,772</u> | <u>-</u> | <u>1,480,056</u> | <u>1,480,056</u> |
| Transfers in | - | 397,950 | 397,950 | 453,682 | - | 323,419 | 323,419 |
| Transfers out | - | - | - | (600,000) | - | - | - |
| Net change in fund balances | <u>19,368</u> | <u>(46)</u> | <u>19,322</u> | <u>(557,090)</u> | <u>17,373</u> | <u>150,281</u> | <u>167,654</u> |
| Fund balance, beginning of year | <u>767,630</u> | <u>350,931</u> | <u>1,118,561</u> | <u>1,118,561</u> | <u>714,334</u> | <u>268,385</u> | <u>982,719</u> |
| Fund balance, end of period | <u>\$ 786,998</u> | <u>\$ 350,885</u> | <u>\$ 1,137,883</u> | <u>\$ 561,471</u> | <u>\$ 731,707</u> | <u>\$ 418,666</u> | <u>\$ 1,150,373</u> |

City of Franklin
Consolidating TID Funds
Balance Sheet
May 31, 2020

| | Northwestern Mutual TID 3 | Ascension Hospital TID 4 | Ballpark Commons TID 5 | Loomis & Ryan TID 6 | Velo Village TID 7 | Total |
|-------------------------------------|---------------------------------|--------------------------------|------------------------------|---------------------------|--------------------------|----------------------|
| Assets | | | | | | |
| Cash & investments | \$ 726,350 | \$ 4,297,056 | \$ 842,250 | \$ 5,331,327 | \$ 394,418 | \$ 11,591,401 |
| Accounts & mortgage receivable | - | - | 22,890 | - | 4,500,000 | 4,522,890 |
| Total Assets | <u>\$ 726,350</u> | <u>\$ 4,297,056</u> | <u>\$ 865,140</u> | <u>\$ 5,331,327</u> | <u>\$ 4,894,418</u> | <u>\$ 16,114,291</u> |
| Liabilities and Fund Balance | | | | | | |
| Accounts payable | \$ - | \$ 148,521 | \$ 598 | \$ 1,107 | \$ - | \$ 150,226 |
| Accrued liabilities | 865,136 | - | - | - | - | 865,136 |
| Advances from other funds | - | - | - | - | 1,745,000 | 1,745,000 |
| Deferred Inflows | - | - | - | - | 4,500,000 | 4,500,000 |
| Total Liabilities | <u>865,136</u> | <u>148,521</u> | <u>598</u> | <u>1,107</u> | <u>6,245,000</u> | <u>7,260,362</u> |
| Assigned fund balance | (138,786) | 4,148,535 | 864,542 | 5,330,220 | (1,350,582) | 8,853,929 |
| Total Liabilities and Fund Balance | <u>\$ 726,350</u> | <u>\$ 4,297,056</u> | <u>\$ 865,140</u> | <u>\$ 5,331,327</u> | <u>\$ 4,894,418</u> | <u>\$ 16,114,291</u> |

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020

| | Northwestern Mutual TID 3 | Ascension Hospital TID 4 | Ballpark Commons TID 5 | Loomis & Ryan TID 6 | Velo Village TID 7 | Total |
|---|---------------------------------|--------------------------------|------------------------------|---------------------------|--------------------------|---------------------|
| Revenue | | | | | | |
| General property tax levy | \$ 1,401,748 | \$ 1,138,802 | \$ 721,361 | \$ - | \$ - | \$ 3,261,911 |
| Payment in lieu of taxes | - | 73,889 | 91,560 | - | - | 165,449 |
| State exempt aid | 33,870 | 37,145 | 12,883 | - | - | 83,898 |
| Investment & misc income | 7,616 | 70,147 | 22,125 | 24,543 | 13,259 | 137,690 |
| Total revenue | <u>1,443,234</u> | <u>1,319,983</u> | <u>847,929</u> | <u>24,543</u> | <u>13,259</u> | <u>3,648,948</u> |
| Expenditures | | | | | | |
| Debt service principal, interest & fees | \$ 710,075 | \$ - | \$ 4,427,844 | \$ 109,850 | \$ 33,507 | \$ 5,281,276 |
| Administrative expenses | 3,100 | 16,737 | 3,100 | 12,902 | 3,100 | 38,939 |
| Professional services | 750 | 717,695 | 35,035 | 22,521 | 9,479 | 785,480 |
| Capital outlays | - | 6,746,185 | - | - | 166,663 | 6,912,848 |
| Development incentive & obligation payments | 760,005 | - | - | - | 4,500,000 | 5,260,005 |
| Encumbrances | - | (6,241,229) | (27,879) | (9,100) | (5,900) | (6,284,108) |
| Total expenditures | <u>1,473,930</u> | <u>1,239,388</u> | <u>4,438,100</u> | <u>136,173</u> | <u>4,706,849</u> | <u>11,994,440</u> |
| Revenue over (under) expenditures | (30,696) | 80,595 | (3,590,171) | (111,630) | (4,693,590) | (8,345,492) |
| Fund balance, beginning of year | (108,090) | 4,067,940 | 4,454,713 | 5,441,850 | 3,343,008 | 17,199,421 |
| Fund balance, end of period | <u>\$ (138,786)</u> | <u>\$ 4,148,535</u> | <u>\$ 864,542</u> | <u>\$ 5,330,220</u> | <u>\$ (1,350,582)</u> | <u>\$ 8,853,929</u> |

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
May 31, 2020 and 2019

| <u>Assets</u> | 2020 | 2019 |
|--|-------------------|---------------------|
| Cash & investments | \$ 726,350 | \$ 4,540,478 |
| Taxes receivable | - | - |
| Total Assets | <u>\$ 726,350</u> | <u>\$ 4,540,478</u> |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ - | \$ 924,599 |
| Accrued liabilities | 865,136 | 865,136 |
| Unearned revenue | - | - |
| Total Liabilities | <u>865,136</u> | <u>1,789,735</u> |
| Assigned fund balance | (138,786) | 2,750,743 |
| Total Liabilities and Fund Balance | <u>\$ 726,350</u> | <u>\$ 4,540,478</u> |

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | 2020 Annual Budget | 2020 Amended Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|---|-----------------------------------|------------------------------------|---|---|---|
| Revenue | | | | | |
| General property tax levy | \$ 1,409,000 | \$ 1,409,000 | \$ 1,409,000 | \$ 1,401,748 | \$ 1,114,683 |
| State exempt aid | 507,500 | 507,500 | 11,458 | 33,870 | 6,293 |
| Investment income | 25,000 | 25,000 | 10,950 | 7,616 | 45,554 |
| Bond proceeds | - | - | - | - | 3,001,886 |
| Total revenue | <u>1,941,500</u> | <u>1,941,500</u> | <u>1,431,408</u> | <u>1,443,234</u> | <u>4,168,416</u> |
| Expenditures | | | | | |
| Debt service principal | 665,000 | 665,000 | 665,000 | 665,000 | - |
| Debt service interest & fees | 80,265 | 80,265 | 42,000 | 45,075 | 16,201 |
| Administrative expenses | 7,250 | 7,250 | 3,021 | 3,100 | 95,338 |
| Professional services | 6,000 | 6,000 | 2,500 | 750 | 1,000 |
| Capital outlays | - | - | - | - | 880,082 |
| Development incentive & obligation payments | 711,005 | 711,005 | 711,005 | 760,005 | 1,958,657 |
| Total expenditures | <u>1,469,520</u> | <u>1,469,520</u> | <u>1,423,526</u> | <u>1,473,930</u> | <u>2,071,196</u> |
| Revenue over (under) expenditures | 471,980 | 471,980 | <u>\$ 7,882</u> | (30,696) | 2,097,220 |
| Fund balance, beginning of year | <u>(127,252)</u> | <u>(127,252)</u> | | <u>(108,090)</u> | <u>653,523</u> |
| Fund balance, end of period | <u>\$ 344,728</u> | <u>\$ 344,728</u> | | <u>\$ (138,786)</u> | <u>\$ 2,750,743</u> |

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
May 31, 2020 and 2019

Assets

| | 2020 | 2019 |
|--------------------|---------------------|---------------------|
| Cash & investments | \$ 4,297,056 | \$ 4,242,820 |
| Total Assets | <u>\$ 4,297,056</u> | <u>\$ 4,242,820</u> |

Liabilities and Fund Balance

| | | |
|------------------------------------|---------------------|---------------------|
| Accounts payable | \$ 148,521 | \$ 261 |
| Total Liabilities | <u>148,521</u> | <u>261</u> |
| Assigned fund balance | <u>4,148,535</u> | <u>4,242,559</u> |
| Total Liabilities and Fund Balance | <u>\$ 4,297,056</u> | <u>\$ 4,242,820</u> |

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | 2020 Annual Budget | 2020 Amended Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|-----------------------------------|-----------------------------------|------------------------------------|---|---|---|
| Revenue | | | | | |
| General property tax levy | \$ 1,144,700 | \$ 1,144,700 | \$ 1,144,700 | \$ 1,138,802 | \$ 1,011,224 |
| Payment in Lieu of Taxes | 120,000 | 120,000 | 114,000 | 73,889 | 121,759 |
| State exempt aid | 48,900 | 48,900 | 13,458 | 37,145 | 4,827 |
| Investment income | 74,000 | 74,000 | 30,834 | 70,147 | 62,391 |
| Bond proceeds | 6,200,000 | 6,200,000 | - | - | - |
| Total revenue | <u>7,587,600</u> | <u>7,587,600</u> | <u>1,302,992</u> | <u>1,319,983</u> | <u>1,200,201</u> |
| Expenditures | | | | | |
| Debt service interest & fees | 75,000 | 75,000 | 31,250 | - | - |
| Administrative expenses | 30,290 | 30,290 | 12,621 | 16,737 | 18,343 |
| Professional services | 1,000 | 127,675 | 417 | 717,695 | 133,400 |
| Capital outlay | 11,000,000 | 11,656,606 | 4,583,333 | 6,746,185 | 714,801 |
| Encumbrances | - | - | - | (6,241,229) | (817,443) |
| Total expenditures | <u>11,106,290</u> | <u>11,889,571</u> | <u>4,627,621</u> | <u>1,239,388</u> | <u>49,101</u> |
| Revenue over (under) expenditures | (3,518,690) | (4,301,971) | (3,324,629) | 80,595 | 1,151,100 |
| Fund balance, beginning of year | <u>4,229,419</u> | <u>4,067,940</u> | | <u>4,067,940</u> | <u>3,091,459</u> |
| Fund balance, end of period | <u>\$ 710,729</u> | <u>\$ (234,031)</u> | | <u>\$ 4,148,535</u> | <u>\$ 4,242,559</u> |

City of Franklin
Tax Increment Financing District #5 - Ballpark Commons
Balance Sheet
May 31, 2020 and 2019

| Assets | 2020 | 2019 |
|---|-------------------|---------------------|
| Cash & investments | \$ 842,250 | \$ 5,002,355 |
| Accounts receivable | 22,890 | - |
| Total Assets | <u>\$ 865,140</u> | <u>\$ 5,002,355</u> |
| Liabilities and Fund Balance | | |
| Accounts payable | \$ 598 | \$ 2,655 |
| Due to other funds | - | - |
| Interfund advance from Development Fund | - | - |
| Total Liabilities | <u>598</u> | <u>2,655</u> |
| Assigned fund balance | <u>864,542</u> | <u>4,999,700</u> |
| Total Liabilities and Fund Balance | <u>\$ 865,140</u> | <u>\$ 5,002,355</u> |

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | 2020 Annual Budget | 2020 Amended Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|---|-----------------------------------|------------------------------------|---|---|---|
| Revenue | | | | | |
| General property tax levy | \$ 756,000 | \$ 756,000 | \$ 315,000 | \$ 721,361 | \$ 30,951 |
| Payment in lieu of taxes | - | - | - | 91,560 | - |
| State exempt aid | 12,900 | 12,900 | 5,375 | 12,883 | 123 |
| Investment income | 1,000 | 1,000 | 417 | 22,125 | 69,301 |
| Bond proceeds | - | - | - | - | 10,600,102 |
| Total revenue | <u>769,900</u> | <u>769,900</u> | <u>320,792</u> | <u>847,929</u> | <u>10,700,477</u> |
| Expenditures | | | | | |
| Debt service interest & fees | 890,763 | 890,763 | 255,226 | 4,427,844 | 10,427,243 |
| Administrative expenses | 12,250 | 12,250 | 5,474 | 3,100 | 19,470 |
| Professional services | 16,050 | 48,188 | 7,914 | 35,035 | 95,393 |
| Capital outlay | - | - | - | - | 3,904,792 |
| Development incentive & obligation payments | - | - | - | - | - |
| Encumbrances | - | - | - | (27,879) | (60,606) |
| Total expenditures | <u>919,063</u> | <u>951,201</u> | <u>268,614</u> | <u>4,438,100</u> | <u>14,386,292</u> |
| Revenue over (under) expenditures | <u>(149,163)</u> | <u>(181,301)</u> | <u>\$ 52,178</u> | <u>(3,590,171)</u> | <u>(3,685,815)</u> |
| Fund balance, beginning of year | <u>376,133</u> | <u>4,454,713</u> | | <u>4,454,713</u> | <u>8,685,515</u> |
| Fund balance, end of period | <u>\$ 226,970</u> | <u>\$ 4,273,412</u> | | <u>\$ 864,542</u> | <u>\$ 4,999,700</u> |

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
May 31, 2020 and 2019

| <u>Assets</u> | 2020 | 2019 |
|--|---------------------|---------------------|
| Cash & investments | \$ 5,331,327 | \$ 6,534,578 |
| Total Assets | <u>\$ 5,331,327</u> | <u>\$ 6,534,578</u> |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 1,107 | \$ 463 |
| Advances from other funds | - | 13,000 |
| Total Liabilities | <u>1,107</u> | <u>13,463</u> |
| Assigned fund balance | 5,330,220 | 6,521,115 |
| Total Liabilities and Fund Balance | <u>\$ 5,331,327</u> | <u>\$ 6,534,578</u> |

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | 2020 Annual Budget | 2020 Amended Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|-----------------------------------|-----------------------------------|------------------------------------|---|---|---|
| Revenue | | | | | |
| Investment income | \$ 32,500 | \$ 32,500 | \$ 13,542 | \$ 24,543 | \$ 10,067 |
| Bond proceeds | 3,250,000 | 3,250,000 | 1,354,167 | - | 6,638,320 |
| Total revenue | <u>3,282,500</u> | <u>3,282,500</u> | <u>1,367,709</u> | <u>24,543</u> | <u>6,648,387</u> |
| Expenditures | | | | | |
| Debt service interest & fees | \$ 326,940 | \$ 326,940 | \$ 155,163 | \$ 109,850 | \$ 109,100 |
| Administrative expenses | 30,290 | 30,290 | 12,558 | 12,902 | 2,983 |
| Professional services | 8,750 | 9,906 | 3,646 | 22,521 | 3,001 |
| Capital outlay | 3,000,000 | 3,000,000 | 1,250,000 | - | - |
| Encumbrances | - | - | - | (9,100) | (1,156) |
| Total expenditures | <u>3,365,980</u> | <u>3,367,136</u> | <u>1,421,367</u> | <u>136,173</u> | <u>113,928</u> |
| Revenue over (under) expenditures | (83,480) | (84,636) | <u>\$ (53,658)</u> | (111,630) | 6,534,459 |
| Fund balance, beginning of year | <u>626,563</u> | <u>626,563</u> | | <u>5,441,850</u> | <u>(13,344)</u> |
| Fund balance, end of period | <u>\$ 543,083</u> | <u>\$ 541,927</u> | | <u>\$ 5,330,220</u> | <u>\$ 6,521,115</u> |

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
May 31, 2020 and 2019

| <u>Assets</u> | 2020 | 2019 |
|--|---------------------|-------------------|
| Cash & investments | \$ 394,418 | \$ (5,900) |
| Mortgage receivable | 4,500,000 | |
| Total Assets | <u>\$ 4,894,418</u> | <u>\$ (5,900)</u> |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ - | \$ 1,120 |
| Advances from other funds | 1,745,000 | - |
| Deferred Inflow | 4,500,000 | - |
| Total Liabilities | <u>6,245,000</u> | <u>1,120</u> |
| Assigned fund balance | (1,350,582) | (7,020) |
| Total Liabilities and Fund Balance | <u>\$ 4,894,418</u> | <u>\$ (5,900)</u> |

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | 2020 Annual Budget | 2020 Amended Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|---|-----------------------------------|------------------------------------|---|---|
| Revenue | | | | |
| Investment & misc income | \$ 270,000 | \$ 270,000 | \$ 13,259 | \$ - |
| Bond proceeds | - | - | - | - |
| Total revenue | <u>270,000</u> | <u>270,000</u> | <u>13,259</u> | <u>-</u> |
| Expenditures | | | | |
| Debt service interest, fees, bond issuance | \$ 268,549 | \$ 268,549 | \$ 33,507 | \$ - |
| Administrative expenses | 7,250 | 7,250 | 3,100 | - |
| Professional services | 6,750 | 30,850 | 9,479 | 7,020 |
| Capital outlay | - | - | 166,663 | - |
| Development incentive & obligation payments | - | - | 4,500,000 | - |
| Encumbrances | - | - | (5,900) | - |
| Total expenditures | <u>282,549</u> | <u>306,649</u> | <u>4,706,849</u> | <u>7,020</u> |
| Revenue over (under) expenditures | (12,549) | (36,649) | (4,693,590) | (7,020) |
| Fund balance, beginning of year | <u>2,970,100</u> | <u>2,970,100</u> | <u>3,343,008</u> | <u>-</u> |
| Fund balance, end of period | <u>\$ 2,957,551</u> | <u>\$ 2,933,451</u> | <u>\$ (1,350,582)</u> | <u>\$ (7,020)</u> |

City of Franklin
Solid Waste Collection Fund
Balance Sheet
May 31, 2020 and 2019

| <u>Assets</u> | 2020 | 2019 |
|--|---------------------|---------------------|
| Cash and investments | \$ 1,532,732 | \$ 1,359,670 |
| Accrued Receivables | 378 | 179 |
| Total Assets | \$ 1,533,110 | \$ 1,359,849 |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 181,386 | \$ - |
| Accrued salaries & wages | 460 | 458 |
| Restricted fund balance | 1,351,264 | 1,359,391 |
| Total Liabilities and Fund Balance | \$ 1,533,110 | \$ 1,359,849 |

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | 2020 Original Budget | 2020 YTD Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|---------------------------------------|-------------------------------------|--------------------------------|---|---|
| Revenue | | | | |
| Grants | \$ 69,000 | 27,600 | \$ - | \$ 68,858 |
| User Fees | 1,534,349 | 1,532,829 | 1,534,662 | 1,214,444 |
| Landfill Operations-tippage | 365,000 | 107,629 | 115,817 | 106,212 |
| Investment Income | 20,000 | 9,264 | 14,790 | 16,213 |
| Sale of Recyclables | 1,500 | 625 | 1,129 | - |
| Total Revenue | 1,989,849 | 1,677,947 | 1,666,398 | 1,405,727 |
| | | | | |
| Expenditures: | | | | |
| Personal Services | 17,638 | 7,462 | 6,030 | 5,206 |
| Refuse Collection | 722,300 | 288,300 | 298,036 | 236,976 |
| Recycling Collection | 697,149 | 278,252 | 296,838 | 131,358 |
| Leaf & Brush Pickups | 60,000 | 15,995 | 20,000 | - |
| Tippage Fees | 469,200 | 131,585 | 148,820 | 102,818 |
| Miscellaneous | 5,000 | 2,085 | 535 | 725 |
| Total expenditures | 1,971,287 | 723,679 | 770,259 | 477,083 |
| Revenue over (under) expenditures | 18,562 | <u>954,268</u> | 896,139 | 928,644 |
| Fund balance, beginning of year | <u>501,072</u> | | <u>455,125</u> | <u>430,747</u> |
| Fund balance, end of period | <u>\$ 519,634</u> | | <u>\$ 1,351,264</u> | <u>\$ 1,359,391</u> |

**City of Franklin
Capital Outlay Fund
Balance Sheet
May 31, 2020 and 2019**

| Assets | 2020 | 2019 |
|---|-------------------|-------------------|
| Cash and investments | \$ 666,384 | \$ 722,154 |
| Accrued Receivables | 36,300 | 1,800 |
| Total Assets | \$ 702,684 | \$ 723,954 |
| Liabilities and Fund Balance | | |
| Accounts payable | \$ 30,015 | \$ 38,795 |
| Assigned fund balance | 672,669 | 685,159 |
| Total Liabilities and Fund Balance | \$ 702,684 | \$ 723,954 |

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019**

| | 2020 Original Budget | 2020 Amended Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|--|-------------------------------------|------------------------------------|---|---|---|
| Revenue | | | | | |
| Property Taxes | \$ 295,700 | \$ 295,700 | \$ 295,700 | \$ 295,700 | \$ 452,800 |
| Grants | 6,000 | 19,000 | 7,917 | 2,043 | 1,606 |
| Landfill Siting | 483,900 | 483,900 | 220,064 | 145,782 | 146,050 |
| Investment Income | 7,800 | 7,800 | 3,250 | 9,625 | 9,405 |
| Miscellaneous Revenue | 25,000 | 43,125 | 12,864 | 22,707 | 4,515 |
| Total Revenue | 818,400 | 849,525 | 539,795 | 475,857 | 614,376 |
| Expenditures: | | | | | |
| General Government | 232,050 | 232,050 | 35,543 | 70,787 | 19,890 |
| Public Safety | 447,600 | 530,766 | 339,514 | 372,283 | 344,329 |
| Public Works | 162,800 | 194,382 | 118,842 | 48,167 | 27,117 |
| Health and Human Services | 900 | 900 | - | 900 | - |
| Culture and Recreation | 76,000 | 76,000 | 30,774 | - | 2,866 |
| Conservation and Development | 10,000 | 10,000 | 5,404 | 1,467 | - |
| Contingency | 60,000 | 60,000 | 12,591 | - | - |
| Encumbrances | - | - | - | (198,705) | (39,942) |
| Total expenditures | 989,350 | 1,104,098 | 542,668 | 294,899 | 354,260 |
| Revenue over (under) expenditures | (170,950) | (254,573) | (2,873) | 180,958 | 260,116 |
| Fund balance, beginning of year | 239,473 | 491,711 | | 491,711 | 425,043 |
| Fund balance, end of period | \$ 68,523 | \$ 237,138 | | \$ 672,669 | \$ 685,159 |

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
May 31, 2020 and 2019**

| <u>Assets</u> | 2020 | 2019 |
|--|---------------------|---------------------|
| Cash and investments | \$ 2,498,199 | \$ 3,017,160 |
| Total Assets | \$ 2,498,199 | \$ 3,017,160 |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 5,135 | \$ - |
| Assigned fund balance | 2,493,064 | 3,017,160 |
| Total Liabilities and Fund Balance | \$ 2,498,199 | \$ 3,017,160 |

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019**

| | 2020 Original Budget | 2020 Amended Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|------------------------------------|-------------------------------------|------------------------------------|---|---|---|
| Revenue: | | | | | |
| Property Taxes | \$ - | \$ - | \$ - | \$ - | \$ 175,000 |
| Landfill | 677,600 | 677,600 | 169,732 | 176,660 | 166,920 |
| Investment Income | 37,400 | 37,400 | 15,583 | 56,775 | 49,249 |
| Grants | - | - | - | 178,624 | - |
| Property Sales | 56,500 | 56,500 | 11,250 | - | 727 |
| Total revenue | 771,500 | 771,500 | 196,565 | 412,059 | 391,896 |
| Expenditures: | | | | | |
| Public Safety | 241,000 | 257,974 | 240,424 | 244,918 | 633,395 |
| Public Works | 609,000 | 799,000 | 252,923 | 683,034 | 20,431 |
| Encumbrances | - | - | - | (480,895) | (633,395) |
| Total expenditures | 850,000 | 1,056,974 | 493,347 | 447,057 | 20,431 |
| Revenue over (under) expenditures | (78,500) | (285,474) | (296,782) | (34,998) | 371,465 |
| Fund balance, beginning of year | 2,266,695 | 2,528,062 | | 2,528,062 | 2,645,695 |
| Fund balance, end of period | \$ 2,188,195 | \$ 2,242,588 | | \$ 2,493,064 | \$ 3,017,160 |

**City of Franklin
Street Improvement Fund
Balance Sheet
May 31, 2020 and 2019**

| <u>Assets</u> | 2020 | 2019 |
|--|-------------------|-------------------|
| Cash and investments | \$ 921,171 | \$ 767,221 |
| Total Assets | \$ 921,171 | \$ 767,221 |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 15,716 | \$ 8,098 |
| Assigned fund balance | 905,455 | 759,123 |
| Total Liabilities and Fund Balance | \$ 921,171 | \$ 767,221 |

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019**

| | 2020 Original Budget | 2020 Amended Budget | 2020 Year-to-Date Totals | 2019 Year-to-Date Totals |
|--|-------------------------------------|------------------------------------|---|---|
| Revenue: | | | | |
| Property Taxes | \$ - | \$ - | \$ - | \$ 18,200 |
| Landfill Siting | 368,500 | 350,000 | 109,806 | 62,600 |
| Investment Income | 4,800 | 4,800 | 6,697 | 6,768 |
| Local Road Improvement Aids | 845,000 | 845,000 | 300,000 | 300,000 |
| Total revenue | 1,218,300 | 1,199,800 | 416,503 | 387,568 |
| | | | | |
| Expenditures: | | | | |
| Street Reconstruction Program - Current Year | 1,300,000 | 1,487,936 | 992,145 | 931,963 |
| Encumbrances | - | - | (974,890) | (904,130) |
| Total expenditures | 1,300,000 | 1,487,936 | 17,255 | 27,833 |
| Revenue over (under) expenditures | (81,700) | (288,136) | 399,248 | 359,735 |
| Fund balance, beginning of year | 350,588 | 506,207 | 506,207 | 399,388 |
| Fund balance, end of period | \$ 268,888 | \$ 218,071 | \$ 905,455 | \$ 759,123 |

**City of Franklin
Capital Improvement Fund
Balance Sheet
May 31, 2020 and 2019**

| <u>Assets</u> | 2020 | 2019 |
|--|---------------------|---------------------|
| Cash and investments | \$ 1,455,351 | \$ 3,429,825 |
| Accrued receivables | 951,949 | 8,949 |
| Total Assets | \$ 2,407,300 | \$ 3,438,774 |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 42,475 | \$ 20,921 |
| Contracts Payable | 380,470 | - |
| Deferred Inflow | 943,000 | - |
| Assigned fund balance | 1,041,355 | 3,417,853 |
| Total Liabilities and Fund Balance | \$ 2,407,300 | \$ 3,438,774 |

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019**

| | 2020 Original Budget | 2020 Amended Budget | 2020 Year-to-Date Totals | 2019 Year-to-Date Totals |
|--|-------------------------------------|------------------------------------|---|---|
| Revenue: | | | | |
| Other Grants | \$ 500,000 | \$ 1,443,000 | \$ 173,365 | \$ - |
| Landfill Siting | 722,000 | 180,000 | 85,490 | 258,472 |
| Transfers from Other Funds | 600,000 | 600,000 | - | - |
| Transfers from General Funds | 500,000 | 500,000 | - | - |
| Transfers from Impact Fees | 621,500 | 692,900 | 47,797 | - |
| Transfers from Connection Fees | 1,120,000 | 1,120,000 | - | - |
| Investment Income | 25,000 | 25,000 | 13,744 | 49,888 |
| Total revenue | 4,088,500 | 4,560,900 | 320,396 | 308,360 |
| | | | | |
| Expenditures: | | | | |
| General Government | 500,000 | 551,505 | 107,089 | 173,257 |
| Public Safety | 225,000 | 1,506,601 | 1,202,397 | 57,392 |
| Public Works | 1,150,000 | 1,238,809 | 387,239 | 1,057,356 |
| Culture and Recreation | 1,300,000 | 1,467,704 | 215,333 | 3,564 |
| Sewer & Water | 1,570,000 | 1,570,000 | 199,000 | - |
| Contingency | 175,000 | 175,170 | 20,170 | 3,783 |
| Encumbrances | - | - | (839,711) | (1,081,473) |
| Total expenditures | 4,920,000 | 6,509,789 | 1,291,517 | 213,879 |
| Revenue over (under) expenditures | (831,500) | (1,948,889) | (971,121) | 94,481 |
| Fund balance, beginning of year | 1,012,833 | 2,012,476 | 2,012,476 | 3,323,372 |
| Fund balance, end of period | \$ 181,333 | \$ 63,587 | \$ 1,041,355 | \$ 3,417,853 |

**City of Franklin
Development Fund
Balance Sheet
May 31, 2020 and 2019**

| <u>Assets</u> | 2020 | 2019 |
|--|---------------------|---------------------|
| Cash and investments | \$ 7,168,979 | \$ 6,534,132 |
| Impact fees receivable | 232,640 | - |
| Due From TID 7 | 1,745,000 | - |
| Total Assets | \$ 9,146,619 | \$ 6,534,132 |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ - | \$ 315 |
| Payable to Developers- Oversizing | 221,759 | 103,934 |
| Unearned Revenue - Other | 232,640 | - |
| Non-Spendable Fund Balance - Advances | - | - |
| Assigned fund balance | 8,692,220 | 6,429,883 |
| Total Liabilities and Fund Balance | 9,146,619 | 6,534,132 |

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019**

| | 2020 Original Budget | 2020 Amended Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|--|-------------------------------------|------------------------------------|---|---|
| Revenue: | | | | |
| Impact Fee Parks | \$ 804,000 | \$ 804,000 | \$ 141,401 | \$ 144,572 |
| Southwest Sewer Service Area | 48,000 | 48,000 | 60,435 | 13,104 |
| Administration | 15,000 | 15,000 | 2,145 | 2,915 |
| Water | 679,000 | 679,000 | 132,570 | 233,923 |
| Transportation | 22,000 | 22,000 | 4,648 | 14,347 |
| Fire Protection | 133,500 | 133,500 | 20,011 | 25,113 |
| Law Enforcement | 207,700 | 207,700 | 37,205 | 46,481 |
| Library | 224,000 | 224,000 | 40,028 | 40,385 |
| Total Impact Fees | 2,133,200 | 2,133,200 | 438,443 | 520,840 |
| Investment Income | 120,000 | 120,000 | 104,657 | 96,237 |
| Interfund Interest Income | - | - | 2,686 | - |
| Total revenue | 2,253,200 | 2,253,200 | 545,786 | 617,077 |
| Expenditures: | | | | |
| Other Professional Services | 25,000 | 33,552 | 23,407 | 15,253 |
| Transfer to Debt Service | | | | |
| Law Enforcement | 205,082 | 205,082 | 199,855 | 133,800 |
| Fire | 42,937 | 42,937 | 39,863 | 39,333 |
| Transportation | 71,923 | 71,923 | 64,249 | 18,000 |
| Library | 134,000 | 134,000 | 93,982 | 132,286 |
| Total Transfers to Debt Service | 453,942 | 453,942 | 397,949 | 323,419 |
| Transfer to Capital Improvement Fund Park | 621,500 | 646,785 | 73,082 | 25,285 |
| Total Transfers to Capital Improveme | 621,500 | 646,785 | 73,082 | 25,285 |
| Sewer Fees | 250,000 | 250,000 | - | - |
| Water Fees | 1,025,000 | 1,368,130 | 554,759 | 226,590 |
| Encumbrances | - | - | (362,172) | (263,157) |
| Total expenditures | 2,375,442 | 2,752,409 | 687,025 | 327,390 |
| Revenue over (under) expenditures | (122,242) | (499,209) | (141,239) | 289,687 |
| Fund balance, beginning of year | 8,663,277 | 8,833,459 | 8,833,459 | 6,140,196 |
| Fund balance, end of period | \$ 8,541,035 | \$ 8,334,250 | \$ 8,692,220 | \$ 6,429,883 |

City of Franklin

Development Fund

Summary of Impact Fee Activity For the six months ended June 30, 2020

| | 4292 | 4293 | 4294 | 4295 | 4296 | 4297 | 4299 | 27 1100 1111 -27 2000 2117 Net Cash Balance |
|---------------------------------|---------------------|-------------------|-------------------|---------------------|------------------|-------------------|-------------------|---|
| | Cash Acct | Revenue Acct | Expenditure Acct | | | | | |
| | Parks Recreation | SW Sewer | Admin Fee | Water | Transportation | Fire Protection | Law Enforcement | Library |
| Beginning Bal, 01/01/20 | 4,955,794.67 | 89,358.23 | 108,103.32 | 2,733,341.10 | 119,988.90 | 232,306.86 | 320,898.03 | 273,668.29 |
| 1st Quarter | | | | | | | | |
| Impact Fees | 92,339.00 | 39,135.00 | 1,430.00 | 87,690.00 | 3,335.00 | 13,212.00 | 24,556.00 | 26,131.00 |
| Expenditures | | | (5,153.18) | (213,710.18) | (84,248.93) | (39,862.75) | (199,855.90) | (93,982.09) |
| subtotal | 5,048,133.67 | 128,493.23 | 104,380.14 | 2,607,320.92 | 59,074.97 | 205,656.11 | 145,598.13 | 205,817.20 |
| Transfers | | | | | | | | |
| Investment Income | 54,672.09 | 1,193.37 | 1,163.96 | 29,255.73 | 980.90 | 2,399.13 | 2,555.43 | 2,626.58 |
| Ending balance 3/31/2020 | 5,102,805.76 | 129,686.60 | 105,544.10 | 2,636,576.65 | 60,055.87 | 208,055.24 | 148,153.56 | 208,443.78 |
| 2nd Quarter | | | | | | | | |
| Impact Fees | 49,062.00 | 21,300.00 | 715.00 | 44,880.00 | 1,313.00 | 6,799.00 | 12,649.00 | 13,897.00 |
| Expenditures | (24,313.00) | | (14,933.00) | | | | | |
| subtotal | 5,127,554.76 | 150,986.60 | 91,326.10 | 2,681,456.65 | 61,368.87 | 214,854.24 | 160,802.56 | 222,340.78 |
| Transfers | | | | | | | | |
| Investment Income | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ending balance 6/30/2020 | 5,127,554.76 | 150,986.60 | 91,326.10 | 2,681,456.65 | 61,368.87 | 214,854.24 | 160,802.56 | 222,340.78 |
| Number of Months | 333.33 | 103.13 | 187.98 | 136.68 | 14.32 | 53.56 | 21.82 | 51.49 |
| 2020 Impact Fees | 141,401.00 | 60,435.00 | 2,145.00 | 132,570.00 | 4,648.00 | 20,011.00 | 37,205.00 | 40,028.00 |
| 2019 Impact Fees | 948,902.00 | 48,440.00 | 21,684.00 | 1,158,186.00 | 113,102.00 | 174,135.00 | 322,218.00 | 262,058.00 |
| 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

| | | | | | |
|-------------------------------|------------|---|-----------|---------|-----------|
| Scheduled | 73,499 | 42,996 | 205,004 | 134,039 | 455,538 |
| Unpaid Balance @ 12/31/2019 | 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 | | | |

¹ Debt service payments

² Oversizing payments made

City of Franklin
Summary of Park Impact Fee Availability
12/31/20 - Preliminary

| | | Spent By | Current Impact Fees | | | Net Total |
|--------------|---------|-------------|---------------------|--------------|--------------|--------------|
| | | | Impact Fee | Interest | Expenditures | |
| 2020 | 1st Qtr | 2028 | 92,339 00 | 54,672 09 | 23,484 00 | 123,527 09 |
| | 2nd Qtr | 2028 | 49,062 00 | 0 00 | 69,641 00 | (20,579 00) |
| | 3rd Qtr | 2028 | | | 0 00 | - |
| | 4th Qtr | 2028 | | | 0 00 | - |
| | 2020 | | 141,401 00 | 54,672 09 | 93,125 00 | 102,948 09 |
| 2019 | 2019 | | 948,902 00 | 120,952 47 | 212,630 78 | 857,223 69 |
| 2018 | 2018 | | 869,037 00 | 47,964 42 | 202,038 51 | 714,962 91 |
| 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 | 1st Qtr | 2020 | 56,660 00 | 46,373 12 | - | 103,033 12 |
| | 2nd Qtr | 2020 | 70,825 00 | 36,677 27 | - | 107,502 27 |
| | 3rd Qtr | 2020 | 53,559 00 | 48,371 51 | 1,800 00 | 100,130 51 |
| | 4th Qtr | 2020 | 39,662 00 | 41,384 48 | 822,097 23 | (741,050 75) |
| | Total | | 220,706 00 | 172,806 38 | 823,897 23 | (430,384 85) |
| 2006 | 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 |
| Total | | | 7,507,755 00 | 1,362,768 11 | 3,811,780 35 | 4,955,794 67 |
| Spent | | | 3,807,439 00 | | | |

City of Franklin
Utility Development Fund
Balance Sheet
May 31, 2020 and 2019

| <u>Assets</u> | 2020 | 2019 |
|--|---------------------|---------------------|
| Cash and investments - Water | \$ 1,010,331 | \$ 766,959 |
| Cash and investments - Sewer | 1,279,591 | 1,124,775 |
| Special Assessment - Water Current | 60,216 | 101,293 |
| Special Assessment - Water Deferred | 136,365 | 251,036 |
| Special Assessment - Sewer Current | 143,426 | 191,587 |
| Reserve for Uncollectible | (16,776) | (16,776) |
| Total Assets | \$ 2,613,153 | \$ 2,418,874 |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ - | \$ - |
| Unearned Revenue | 323,231 | 527,140 |
| Total Fund Balance | 2,289,922 | 1,891,734 |
| Total Liabilities and Fund Balance | \$ 2,613,153 | \$ 2,418,874 |

Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | 2020 Original Budget | 2020 Year-to-Date Budget | 2020 Year-to-Date Actual | 2019 Year-to-Date Actual |
|--|-------------------------------------|---|---|---|
| Revenue: | | | | |
| Special Assessments | | | | |
| Water | \$ 50,000 | \$ 6,846 | \$ 48,906 | \$ 63,551 |
| Sewer | 25,000 | 3,917 | 19,488 | 70,898 |
| Connection Fees | | | | |
| Water | - | - | - | - |
| Sewer | - | - | 15,802 | 23,700 |
| Total Assessments & Connection Fees | 75,000 | 10,763 | 84,196 | 158,149 |
| Special Assessment Interest | - | - | 634 | - |
| Investment Income | 18,000 | 7,500 | 10,295 | 21,047 |
| Total revenue | 93,000 | 18,263 | 95,125 | 179,196 |
| Transfer to Capital Improvement Fund | | | | |
| Water | 620,000 | - | - | - |
| Sewer | 500,000 | - | - | - |
| Total Transfers to Capital Improven | 1,120,000 | - | - | - |
| Revenue over (under) expenditures | (1,027,000) | 18,263 | 95,125 | 179,196 |
| Fund balance, beginning of year | 2,030,838 | 2,194,797 | 2,194,797 | 1,712,538 |
| Fund balance, end of period | \$ 1,003,838 | \$ 2,213,060 | \$ 2,289,922 | \$ 1,891,734 |

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
May 31, 2020 and 2019

| <u>Assets</u> | <u>2020</u> | <u>2019</u> |
|---|---------------------|---------------------|
| Cash and investments | \$ 3,224,692 | \$ 2,061,698 |
| Accounts receivable | 324 | 309 |
| Total Assets | \$ 3,225,016 | \$ 2,062,007 |
| <u>Liabilities and Net Assets</u> | | |
| Accounts payable | \$ 1,592 | \$ 3,678 |
| Claims payable | 175,000 | 290,700 |
| Unrestricted net assets | 3,048,424 | 1,767,629 |
| Total Liabilities and Fund Balance | \$ 3,225,016 | \$ 2,062,007 |

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | <u>2020</u> | <u>2020</u> | <u>2020</u> | <u>2019</u> |
|-----------------------------------|------------------------|----------------------------|----------------------------|----------------------------|
| | <u>Original</u> | <u>Year-to-Date</u> | <u>Year-to-Date</u> | <u>Year-to-Date</u> |
| <u>Revenue</u> | <u>Budget</u> | <u>Budget</u> | <u>Actual</u> | <u>Actual</u> |
| Medical Premiums-City | \$ 2,648,046 | \$ 1,107,004 | \$ 1,021,829 | \$ 1,014,918 |
| Medical Premiums-Employee | 538,440 | 224,717 | 208,981 | 217,589 |
| Other - Invest Income, Rebates | 165,000 | 68,750 | 130,205 | 61,751 |
| Medical Revenue | 3,351,486 | 1,400,471 | 1,361,015 | 1,294,258 |
| Dental Premiums-City | 112,000 | 46,910 | 49,856 | 46,749 |
| Dental Premiums-Retirees | - | - | 1,296 | 1,236 |
| Dental Premiums-Employee | 60,000 | 25,080 | 24,352 | 23,840 |
| Dental Revenue | 172,000 | 71,990 | 75,504 | 71,825 |
| Total Revenue | 3,523,486 | 1,472,461 | 1,436,519 | 1,366,083 |
| Expenditures: | | | | |
| Medical | | | | |
| Medical claims | 2,414,478 | 902,767 | 362,075 | 786,692 |
| Prescription drug claims | - | - | 73,015 | 92,249 |
| Refunds-Stop Loss Coverage | - | - | (5,394) | 22 |
| Total Claims | 2,414,478 | 902,767 | 429,696 | 878,963 |
| Medical Claim Fees | 105,677 | 47,683 | 41,339 | 80,527 |
| Stop Loss Premiums | 666,331 | 278,473 | 217,062 | 229,968 |
| Other - Miscellaneous | 112,477 | 29,773 | 10,423 | 1,498 |
| HSA Contributions | 237,000 | 100,269 | 119,250 | - |
| Vitality Rewards | 500,000 | 208,333 | - | - |
| Transfer to Other Funds | - | - | - | 95,875 |
| Total Medical Costs | 4,035,963 | 1,567,298 | 817,770 | 1,286,831 |
| Dental | | | | |
| Active Employees & COBRA | 193,000 | 77,456 | 56,889 | 70,204 |
| Retiree | 4,900 | 2,637 | 1,957 | 1,587 |
| Total Dental Costs | 197,900 | 80,093 | 58,846 | 71,791 |
| Claims contingency | | | - | - |
| Total Expenditures | 4,233,863 | 1,647,391 | 876,616 | 1,358,622 |
| Revenue over (under) expenditures | (710,377) | \$ (174,930) | 559,903 | 7,461 |
| Net assets, beginning of year | 2,325,068 | | 2,488,521 | 1,760,168 |
| Net assets, end of period | \$ 1,614,691 | | \$ 3,048,424 | \$ 1,767,629 |

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
May 31, 2020 and 2019

| <u>Assets</u> | 2020 | 2019 |
|---|---------------------|---------------------|
| Cash and investments | \$ 491,071 | \$ 105,807 |
| Investments held in trust - Fixed Inc | 2,170,747 | 2,124,256 |
| Investments held in trust - Equities | 3,616,325 | 3,641,710 |
| Accounts receivable | 5,488 | 6,280 |
| Total Assets | \$ 6,283,631 | \$ 5,878,053 |
| <u>Liabilities and Net Assets</u> | | |
| Accounts payable | \$ - | \$ 863 |
| Claims payable | 10,000 | 131,100 |
| Net assets held in trust for post emp | 6,273,631 | 5,746,090 |
| Total Liabilities and Fund Balance | \$ 6,283,631 | \$ 5,878,053 |

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2020 and 2019

| | 2020 | 2019 |
|--|--------------------------------|--------------------------------|
| <u>Revenue</u> | Year-to-Date Actual | Year-to-Date Actual |
| ARC Medical Charges - City | \$ 63,977 | \$ 67,874 |
| Medical Charges - Retirees | 66,107 | 76,218 |
| Implicit Rate Subsidy | 5,690 | 25,699 |
| Medical Revenue | 135,774 | 169,791 |
| Expenditures: | | |
| Retirees-Medical | | |
| Medical claims | 54,661 | 55,039 |
| Prescription drug claims | 46,452 | 53,040 |
| Refunds-Stop Loss Coverage | - | (1,393) |
| Total Claims-Retirees | 101,113 | 106,686 |
| Medical Claim Fees | 5,901 | 29,415 |
| Stop Loss Premiums | 28,955 | 33,345 |
| Miscellaneous Expense | (195) | 345 |
| ACA Fees | - | - |
| Total Medical Costs-Retirees | 135,774 | 169,791 |
| Revenue over (under) expenditures | - | - |
| Annual Required Contribution-Net | 94,823 | 89,852 |
| Other - Investment Income, etc. | (359,952) | 426,834 |
| Total Revenues | (265,129) | 516,686 |
| Net Revenues (Expenditures) | (265,129) | 516,686 |
| Net assets, beginning of year | 6,538,760 | 5,229,404 |
| Net assets, end of period | \$ 6,273,631 | \$ 5,746,090 |

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| | | |
|--|-------------------------------|------------------------|
| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 7/7/20 |
| LICENSES AND PERMITS | MISCELLANEOUS LICENSES | ITEM NUMBER H. |
| <p>See attached listing from meeting of July 7, 2020.</p> <p>COUNCIL ACTION REQUESTED</p> | | |



414-425-7500

License Committee

Agenda*

Aldermen's Room

July 7, 2020 – 5:30 p.m.

| | | |
|--------------------------------------|---|------------------------|
| 1. | Call to Order & Roll Call | Time: |
| 2. | Applicant Interviews & Decisions | |
| License Applications Reviewed | | Recommendations |

| Type/ Time | Applicant Information | Approve | Hold | Deny |
|---|---|----------------|-------------|-------------|
| Operator 2020-2021 New 5:45 p.m. | Cauley, Joseph A 1813 S 70 th St West Allis, WI 53214 Rawson Pub | | | |
| Operator 2020-2021 New 5:50 p.m. | Chatfield, Anthony M 10224 W Forest Home Ave #319 Hales Corners, WI 53130 Croatian Park | | | |
| Operator 2020-2021 New 5:55 p.m. | Geske, Jennifer B 460 Raynor Ave Franksville, WI 53126 Irish Cottage | | | |
| Temporary Entertainment 2020 New 6:00 p.m. | Metropolitan Builders Association-Parade of Homes Person in Charge: Kathy Raab Location: Ryanwood Manor Date/Time of Event: Friday 8/14/20 Preview Night (Private Event-Invite Only 4:00 p.m.-7:00 p.m.) 8/15/20 (Weekdays 4:00 p.m. – 8:00 p.m. /Weekend and Labor Day 11:00 – 5:00 p.m.) | | | |
| Operator 2020-2021 New | Arneson, Roman J 2109 Clarence Ave Racine, WI 53405 Walmart #1551 | | | |
| Operator 2020-2021 New | Bandle, Heather A 11430 W Swiss St Apt B Franklin, WI 53132 Landmark | | | |
| Operator 2020-2021 New | Borger, Heather M 511 Montana Ave South Milwaukee, WI 53172 Hideaway Pub & Eatery | | | |
| Operator 2020-2021 New | Bryant, Sara A 3925 W Denis Ave Greenfield, WI 53221 Root River Center | | | |
| Operator 2020-2021 New | Chahal, Sonny S 3789 W Cypress Ln Franklin, WI 53132 Walgreens #05884 | | | |
| Operator 2020-2021 New | Davis, Angelica M 826 Blake Ave South Milwaukee, WI 53172 Hideaway Pub & Eatery | | | |

| Type/ Time | Applicant Information | Approve | Hold | Deny |
|------------------------------|---|---------|------|------|
| Operator 2020-2021 New | Dejna, Jeffrey F 8417 Willow Pointe Parkway Franklin, WI 53132 The Rock Sports Complex | | | |
| Operator 2020-2021 New | Ishaque, Amber M 9031 W Lisbon Ave Milwaukee, WI 53222 Hideaway Pub & Eatery | | | |
| Operator 2020-2021 New | Kopf, Anna J 5276 Somerset Ln S Greenfield, WI 53221 Crossroads II Pizza & Subs | | | |
| Operator 2020-2021 New | Mora, Josefina 435 W Aspen Dr #19 Oak Creek, WI 53154 Walgreens #05884 | | | |
| Operator 2020-2021 New | Nelson, Benjamin L N51W16426 Fair Oaks Parkway Menomonee Falls, WI 53051 Polish Center of Wisconsin | | | |
| Operator 2020-2021 New | Newell, Elizabeth L 5718 S 110 th St Hales Corners, WI 53130 Walmart #1551 | | | |
| Operator 2020-2021 New | Olson, Rachel A 13820 W Forest Dr New Berlin, WI 53151 Landmark | | | |
| Operator 2020-2021 New | Petricek, Jaime N 5569 S 41 st St Greenfield, WI 53221 St. Paul's Ev Lutheran Church | | | |
| Operator 2020-2021 New | Raine, Charles H 6435 Lyra Ln Racine, WI 53406 Hideaway Pub & Eatery | | | |
| Operator 2020-2021 New | Reichart, Debra A 25304 Windsong Ct Waterford, WI 53185 Rawson Pub | | | |
| Operator 2020-2021 New | Rozewicz, Christine A 8123 S Legend Drive Unit A Franklin, WI 53132 Rawson Pub | | | |
| Operator 2020-2021 New | Rueth, Linda M 23034 Rasmusson Dr Muskego, WI 53150 Swiss Street Pub & Grill | | | |
| Operator 2020-2021 New | Sacharski, Ethan S W127S9585 Scott Krause Ct Muskego, WI 53150 The Rock Sports Complex | | | |

| Type/ Time | Applicant Information | Approve | Hold | Deny |
|---|---|---------|------|------|
| Operator 2020-2021 New | Sami, Hebah F 3341 W Canterbury Rd Milwaukee, WI 53221 Walmart #1551 | | | |
| Operator 2020-2021 New | Savarino, Nicholas B S69W15031 Cornell Circle Muskego, WI 53150 Milwaukee Burger Company | | | |
| Operator 2020-2021 New | Smith, Elyzabeth D 5389 Orchard Ln Greendale, WI 53129 Rawson Pub | | | |
| Operator 2020-2021 New | Sow, Mayemme 4856 S 21 st St Milwaukee, WI 53221 Andy's On Ryan Rd | | | |
| Operator 2020-2021 New | Stadler, Daniel V S73W14901 Candlewood Ln Muskego, WI 53150 Polonia Sport Club | | | |
| Operator 2020-2021 New | St Louis, Jessica 10598 W Cortez Cir #34 Franklin, WI 53132 Landmark | | | |
| Operator 2020-2021 New | Tengel, Molly A 731 60 th St Caledonia, WI 53108 Hideaway Pub & Eatery | | | |
| Operator 2020-2021 New | Vesper, Nicole M 1928 W Salem St Milwaukee, WI 53221 Iron Mike's | | | |
| Operator 2020-2021 New | Vrobel, Joseph O 10147 W Forest Home Ave Apt 204 Hales Corners, WI 53221 Country Lanes | | | |
| Class B Liquor & Beer Request for Change in Premise Description 2020-2021 | Alley Katz Pub & Grill LLC DBA Swiss Street Pub & Grill 11430 W Swiss St. John Trudeau, Agent | | | |
| Class B Liquor & Beer Request for Change in Premise Description 2020-2021 | St. Martins Inn, LLC DBA Wegner's St. Martins Inn 11318 W St Martins Rd Dennis Wegner, Agent | | | |
| Temporary Entertainment & Amusement Change of Date | St. Paul's Evangelical Lutheran Church Person in Charge: Jaime Petricek Event: 2020 Fundraiser: Silent/Live Auction Location: 6881 S. 51 st St Event Date: Saturday, September 26, 2020 | | | |
| Temporary Class B Beer and Wine Change of Date | St. Paul's Evangelical Lutheran Church Person in Charge: Jaime Petricek Event: 2020 Fundraiser: Silent/Live Auction Location: 6881 S. 51 st St Event Date: Saturday, September 26, 2020 | | | |

| Type/ Time | Applicant Information | Approve | Hold | Deny |
|------------|-----------------------|---------|------|------|
| 3. | Adjournment | | | |
| | | | | |
| | | Time | | |
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*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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| APPROVAL <i>skw f82</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 7/07/2020 |
| Bills | Vouchers and Payroll Approval | ITEM NUMBER <i>I.</i> |

Attached are vouchers dated June 13, 2020 through July 2, 2020 Nos. 178820 through Nos. 179014 in the amount of \$ 1,815,630.40. Also included in this listing are EFT's Nos. 4330 through Nos. 4340, Library vouchers totaling \$ 17,893.23, Tourism vouchers totaling \$ 575.52, Property tax refunds totaling \$ 195.26 and Water Utility vouchers totaling \$ 13,933.02. Voided checks in the amount of \$ (217,350.61) are separately listed.

Early release disbursements dated June 13, 2020 through July 1, 2020 in the amount of \$ 1,008,993.23 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 June 19, 2020 is \$ 413,144.92 previously estimated at \$ 400,000.00. Payroll deductions dated June 19, 2020 are \$ 428,410.45 previously estimated at \$ 415,000.00.

The net payroll dated July 3, 2020 is \$ 389,517.42 previously estimated at \$ 388,000.00. Payroll deductions dated July 3, 2020 are \$ 224,806.20 previously estimated at \$ 217,000.00.

The estimated payroll for July 17, 2020 is \$ 390,000.00 with estimated deductions and matching payments of \$ 230,000.00.

Attached is a list of property tax disbursements EFT's Nos. 330 dated June 13, 2020 through July 2, 2020 in the amount of \$ 195.26.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of July 2, 2020 in the amount of \$ 1,815,630.40 and
- Payroll dated June 19, 2020 in the amount of \$ 413,144.92 and payments of the various payroll deductions in the amount of \$ 418,410.45 plus City matching payments and
- Payroll dated July 3, 2020 in the amount of \$ 389,517.42 and payments of the various payroll deductions in the amount of \$ 224,806.20 plus City matching payments and
- Estimated payroll dated July 17, 2020 in the amount of \$ 390,000 and payments of the various payroll deductions in the amount of \$ 230,000, plus City matching payments and
- Property tax disbursements with an ending date of July 2, 2020 in the amount of \$ 195.26.

ROLL CALL VOTE NEEDED