

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/01/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION AUTHORIZING THE CHANGE OF THE DESIGNATION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6596 TO A BUILDABLE LOT, FOR THE PROPERTY LOCATED ON THE NORTH SIDE OF WEST RAWSON AVENUE AT APPROXIMATELY FIELDSTONE COURT (TAX KEY NO. 748-9997-007)</p> <p style="text-align: center;">(MICHAEL H. DILWORTH, OWNER OF FHCC, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 3.</i></p>
<p>On August 20, 2020, the Plan Commission carried <i>a motion to recommend denial due to potential encroachments into protected natural resource feature areas on the property.</i></p> <p>However, if the Common Council wishes to approve the release of the outlet designation, staff recommends several conditions of approval contained in the attached draft resolution and certified survey map resolution.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to reject the change of the designation of Outlot 1 of Certified Survey Map no. 6596, due to potential encroachments into protected natural resource features such as wetland setbacks and buffers present on the subject property.</p> <p style="text-align: center;">OR</p> <p>A motion to adopt Resolution No. 2020-_____, conditionally approving a Certified Survey Map to change the designation of outlot 1 upon Certified Survey Map No. 6596 to that of a buildable lot, being a redesignation of outlot 1 of Certified Survey Map No. 6596, being a part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin (north side of West Rawson Avenue at approximately Fieldstone Court).</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 8-11-20]

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING THE CHANGE OF THE DESIGNATION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6596 TO A BUILDABLE LOT, FOR THE PROPERTY LOCATED ON THE NORTH SIDE OF WEST RAWSON AVENUE AT APPROXIMATELY FIELDSTONE COURT (TAX KEY NO. 748-9997-007) (MICHAEL H DILWORTH, OWNER OF FHCC, LLC, APPLICANT)

WHEREAS, §15-11.0103 OUTLOT of the Unified Development Ordinance requires Common Council approval to remove an outlot designation upon its determination upon a further division that the reasons for the designation no longer exist or that the purpose of the Ordinance is further served by the removal of such designation; and

WHEREAS, Michael H. Dilworth, owner of FHCC, LLC having applied for such approval to construct a single-family residence on the north side of West Rawson Avenue at approximately Fieldstone Court, such property being zoned R-3 Suburban/Estate Single-Family Residence District, such application having been supported by a 2018 wetland delineation report which updated the prior 1998 wetland delineation report upon which Certified Survey Map No 6596 was based, the report thereon providing that currently existing wetlands are confined to and only within an existing drainage easement; and

WHEREAS, the Plan Commission having considered such application and having determined that approval of such outlot designation change to buildable lot will serve the health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the miscellaneous application for the outlot designation change to buildable lot by Michael H. Dilworth, owner of FHCC, LLC, filed on August 6, 2020, for the property as described above, be and the same is hereby approved, subject to the following conditions.

- 1 The outlot designation change to buildable lot project shall be developed in substantial compliance with the plans dated August 6, 2020
2. Michael H. Dilworth, owner of FHCC, LLC, successors and assigns and any developer of the outlot designation change to buildable lot 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 outlot designation change to buildable lot 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

MICHAEL H. DILWORTH, OWNER OF FHCC, LLC – MISCELLANEOUS
RESOLUTION NO 2020-_____

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Municipal Code, the general penalties and remedies provisions, as amended from time to time

3. The approval granted hereunder is conditional upon Michael H. Dilworth, owner of FHCC, LLC and the outlot designation change to buildable lot project for the property located on the north side of West Rawson Avenue at approximately Fieldstone Court (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.

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 _____

 **CITY OF FRANKLIN** 

REPORT TO THE PLAN COMMISSION

Meeting of August 20, 2020

Certified Survey Map and release of outlot designation (Miscellaneous application)

RECOMMENDATION: City Development staff recommends approval of the Certified Survey Map and release of outlot designation (Miscellaneous application), subject to the conditions in the attached draft resolutions.

Project Name:	FHCC Certified Survey Map and release of outlot designation
Project Address:	Not Assigned. Tax key No. 748 9997 007
Applicant:	Michael Dilworth. FHCC, LLC.
Owner:	FHCC, LLC.
Agent:	John P. Casucci, PLS
Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Residential
Applicant Action Requested:	Recommendation of approval of the Certified Survey Map and release of outlot designation (Miscellaneous application)

Project Description/Analysis

The applicant filed a Miscellaneous Application and Certified Survey Map requesting release of the outlot designation of Outlot 1 of CSM No. 6596 and creation the proposed buildable parcel shown as Lot 1 of the proposed CSM.

The Unified Development Ordinance defines an outlot as follows:

OUTLOT

A parcel of land, other than a lot or block, so designated on the plat, but not of standard lot size, which can be either redivided into lots or combined in the future with one or more other adjacent outlots or lots in adjacent subdivisions or minor land divisions in the future for the purpose of creating buildable lots. In addition to the foregoing, an "outlot" may also be any parcel of land depicted upon a plat or certified survey map which has been designated "outlot" as determined necessary by the Common Council to reserve such parcel for a future potential use or as necessary to further the purposes of this Ordinance and such designation as "outlot" shall mean that the designated parcel is unbuildable. An "outlot" designation may be removed by the Common Council upon its determination upon a further division that the reasons for the designation no longer exist or that the purposes of this Ordinance are further served by the removal of such designation.

Certified Survey Map No. 6596 was recorded on November 13, 1998. At that time, this area was designated as an outlot because it was primarily encompassed by a wetland. The delineation was completed by Hey & Associates on June 5, 1998.

Tina Myers of R.A. Smith, who is an assured delineator with the WDNR, later completed a field investigation and wetland delineation on October 8, 2018. According to this delineation, the wetland has reduced in size and is primarily contained within the 25-foot drainage easement located on the east side of the property.

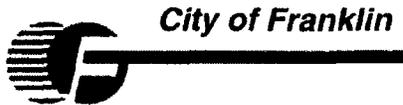
Based upon the recent wetland delineation and considering the R-3 District setbacks, a buildable area of approximately 39.52-feet wide by 239.60-feet long exists onsite. Staff finds that this is sufficient area to construct a reasonably sized home.

Overall, the proposed lot has a width of 138.56 feet and an area of 1.0124 acres or 44,102 square feet, which complies with the R-3 District Development Standards

Due to a narrow building area, staff has told the applicant that the expectation of the City in releasing the outlot restriction is that the future home for this parcel would be constructed within the buildable area as shown on the Certified Survey Map. There should not be an expectation that the City will grant a variance or special exception in the future.

Recommendation

A motion to recommend approval of the Certified Survey Map and release of outlot designation (Miscellaneous application), subject to the conditions in the attached draft resolutions.



Date of Application _____

MISCELLANEOUS APPLICATION

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

Applicant Name <u>Michael Dilworth</u> Company <u>FHCC LLC</u> Mailing Address <u>8575 W Forest Home Ave #160</u> City / State <u>Franklin, WI</u> Zip <u>53228</u> Phone <u>414-425-4939</u> Email Address <u>mdilworth@ener-con.com</u>	(Full Legal Name[s])	Applicant is Represented by (contact person) Name <u>John P Casucci, PLS</u> Company <u>R.A. Smith, Inc</u> Mailing Address <u>16745 W Bluemound Road</u> City / State <u>Brookfield, WI</u> Zip <u>53005</u> Phone <u>262-317-3249</u> Email Address <u>john.casucci@rasmith.com</u>	(Full Legal Name[s])'
Project Property Information Property Address <u>vacant - North side W Rawson Ave</u> Property Owner(s) <u>FHCC LLC</u> Mailing Address <u>8575 W Forest Home Ave #160</u> City / State <u>Franklin, WI</u> Zip <u>53228</u> Email Address <u>mdilworth@ener-con.com</u>	Tax Key Nos <u>748 9997 007</u> Existing Zoning <u>R-3</u> Existing Use <u>Vacant</u> Proposed Use <u>Single Family Dwelling</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>

Miscellaneous Application 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 \$125
- Legal Description for the subject property (WORD doc or compatible format)
- (1) original and six (6) copies of a written Project Narrative, including detailed description of the project.
- Other Information as may be deemed appropriate for the request

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Submittal of Application for review is not a guarantee of approval
- Plan Commission, Community Development Authority and/or Common Council review and approval may be required

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 Michael Dilworth
 Name & Title (PRINT) Michael Dilworth Owner
 Date 6/8/20

Signature John P. Casucci
 Name & Title (PRINT) JOHN P. CASUCCI Surrey Proj. Manager
 Date 6-15-20

Signature _____
 Name & Title (PRINT) _____
 Date _____

Signature - Applicant's Representative _____
 Name & Title (PRINT) _____
 Date _____

Smith

R A Smith, Inc
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000

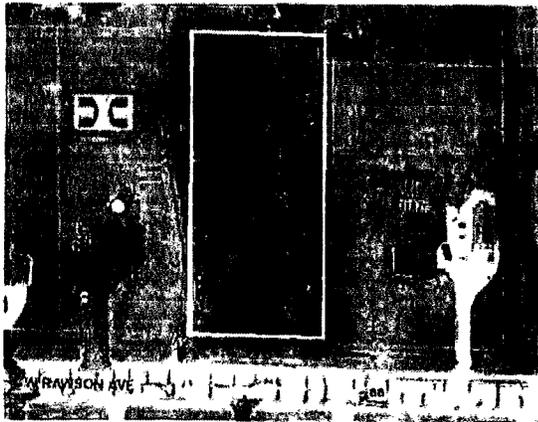
PROJECT NARRATIVE

Project Location:

Tax Key No 748-9997-007

Vacant Land situated on North side of W. Rawson Ave

FHCC, LLC, as owner, requests designation of this Outlot be removed from this property so that a single family residence can be constructed.



In support of this request, a Wetland Delineation Report has been prepared and previously submitted to the City

Date: June 8, 2020
Prepared by: John P. Casucci, PLS
Project No.: 167727

Smith

Wetland Delineation Report



FHCC Addition – W. Forest Home Ave. & Rawson Ave.

**City of Franklin
Milwaukee County, Wisconsin**

raSmith Project No. 3180455

December 21, 2018

Prepared for:
Mr. Mike Dilworth
FHCC, LLC
8575 W. Forest Home Avenue #160
Greenfield, WI 53228

Prepared by:
raSmith
Tina Myers, PWS
Ecologist/Project Manager
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005-5938
(262) 317-3389



December 21, 2018

1.0 INTRODUCTION

raSmith is pleased to provide this Wetland Delineation Report for an 18.58-acre Study Area located northeast of W Forest Home Avenue and W Rawson Avenue in the City of Franklin, Milwaukee County, Wisconsin (Figure 1, Appendix 1). Based on the Public Land Survey System (PLSS), the Study Area is located within the SE ¼ of Section 6, Township 5 North, Range 21 East. The delineation was completed at the request of the FHCC, LLC.

The purpose of the wetland delineation was to identify the proximity and extent of wetlands within the Study Area for the future FHCC Addition. Four (4) wetlands, hereby referred to as "W-1 through W-4", were identified within the Study Area (Figure 2, Appendix 1) by Senior Wetland Scientist Tina Myers and assistant Matt Stangel on September 21 and 24, 2018. One of the wetlands (W-1) contains an open water pond that was excavated sometime between 1990 and 2000. The total wetland acreage within the Study Area is 4.02 acres, while the pond accounts for 0.75 acre. The delineation is presented here in terms of qualifications, methodology, results, and conclusions.

2.0 STATEMENT OF QUALIFICATIONS

raSmith provides wetland and ecological services including wetland delineation, assessment, permitting, and restoration. raSmith ecologists offer a wide variety of technical experience in the natural resource field and have successfully completed projects throughout the Midwestern and Northeastern United States.

Ms. Tina Myers was the technical lead and author on this delineation project. Tina earned a B.S. degree in Conservation Biology from the University of Wisconsin – Milwaukee and has over 19 years of multidisciplinary ecological experience. Tina has performed hundreds of wetlands delineations throughout Wisconsin and Illinois and is also experienced in wetland restoration, wetland and waterway permitting, wetland assessment, vegetation surveys including rare species surveys, wildlife surveys, and environmental monitoring. She is a Professional Wetland Scientist (PWS) with the Society of Wetland Scientists (SWS) and a Wisconsin Department of Natural Resources (WDNR) Assured Wetland Delineator.

3.0 WETLAND DELINEATION METHODOLOGY

The wetland delineation consisted of a review of available maps and information followed by site visits on September 21 and 24, 2018, to document field conditions. The presence and absence of hydrophytic vegetation, wetland hydrology and hydric soil indicators were documented using methodology defined in the *US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, Regional Supplement to the 1987 Corps of Engineers Wetland Delineation Manual, Midwest Region* (USACE ERDC, 2010) and *Guidance for Submittal of Delineation Reports to the St. Paul District Army Corps of Engineers and the Wisconsin Department of Natural Resources* (USACE St. Paul District, 2015). See References section for a complete list of guidance and sources utilized.

3.1 VEGETATION

At the sampling points, herbaceous, shrub/sapling, tree and vine strata were measured using 5-foot, 15-foot, and 30-foot radius plots, respectively. When necessary, plot sizes were adjusted to fit the plant community represented. Percent cover was visually estimated within the plots, and dominant species were determined by applying the 50/20 Rule and/or Prevalence Index. *The National Wetland Plant List 2016 wetland ratings* (Lichvar, et al., 2016) was used to determine the wetland indicator status of observed vegetation.

3.2 HYDROLOGY

The nearest available Natural Resource Conservation Service (NRCS) WETS Table and the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) Advanced Hydrologic Prediction

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FHCC Addition – Wetland Delineation
FHCC, LLC
Page 3 / December 21, 2018

Compared to the raSmith wetland map (Figure 2, Appendix 1), the northern boundary of W-1 just south of the building is fairly consistent with the location of the NWI mapped wetland boundary with only slight discrepancies. In addition, the mapped PUBHx wetland is consistent with the limits of the pond within W-1. However, all remaining portions of raSmith's delineated W-1 are significantly different than the NWI mapped wetland. In addition, the small wetlands in the northern portion of the Study Area (W-2 through W-4) are not shown on Figure 4 at all. The significant discrepancies between the NWI mapped wetland boundaries and raSmith's delineated boundaries are attributed to the level of wetland delineation employed during the investigation. It is also attributed to misinterpretation of aerial photography when the NWI map was created and to hydrological alterations such as filling, ditching, and pond excavation that may have occurred after the NWI wetlands were originally mapped. The presence of wetlands and the location of wetland boundaries as determined by examination of aerial photography are not as accurate as physical examination of site conditions using methods outlined in the 1987 Corps Manual and its Midwest Supplement.

The NRCS Soil map shows six mapped soil types within the Study Area as well as an area of open water (Table 1 and Figure 5, Appendix 1). A full list of the soil types with their components is also located in Appendix 2. Of the six mapped soil types, only one is considered a whole hydric soil (Ashkum silty clay loam with 0-3% slopes), while another is considered a partially hydric soil that may contain inclusions of hydric soils (Blount silt loam with 1-3% slopes). Together these two soil types cover approximately 84 percent of the Study Area.

Table 1. Mapped Soils within Study Area

Soil Unit Name	Drainage Class	Percent of Study Area
Ashkum silty clay loam, 0-2% slopes (AsA) †	Poorly drained	48.1
Blount silt loam, 1-3% slopes (BIA)*	Somewhat poorly drained	36.1
Loamy land (Lu)	Moderately well drained	0.1
Ozaukee silt loam, high carbonate substratum, 2-6% slopes (OuB)	Moderately well drained	0.2
Ozaukee silt loam, high carbonate substratum, 6-12% slopes, eroded (OuC2)	Moderately well drained	4.1
Ozaukee silt loam, 2-6% slopes, eroded (OzaB2)	Moderately well drained	6.8
Water (W)	n/a	4.7

† NRCS Listed Hydric Soil

*NRCS Partially Hydric Soil

Based on a review of aerial photographs from 1980, 1990, 2000, 2005, 2010, 2013, 2015 and 2018 (Figures 6A-H, Appendix 1), the land within and around the Study Area has changed over time. For instance, the 1980 aerial shows that the site was once used as an EAA air field. Only the wooded portion of W-1 appears to have been present during this time period. However, sometime between 1990 and 2000, a large industrial building was constructed and a pond was excavated south of the building. In addition, a ditch was constructed south of the pond which contains a culvert with rip-rap at its north end. The narrow ditched portion of W-1 that lies east and southeast of the building also appears to have been constructed around this time. The pond and two drainage ditches were most likely constructed for storm water purposes. Over time, wetlands appear to have expanded.

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FHCC Addition – Wetland Delineation
FHCC, LLC
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4.3.2 WETLANDS

All areas containing wetland indicators on the maps mentioned above and analysis were evaluated in the field on September 21 and 24, 2018. Normal circumstances were present at all wetland sampling points. Site photos were taken of each wetland, their adjacent upland areas, the pond, and representative sampling points and are included in Appendix 4. To the best of our knowledge, there was no prior agency consultation or wetland delineation for this Study Area. A total of twenty-seven (27) sample plots were examined and four (4) wetlands were delineated by raSmith (Figure 2, Appendix 1). Pink wire flags with the words "Wetland Delineation" were used to mark each wetland boundary and orange wire flags were used to mark each sample point within and adjacent to each wetland. raSmith located each wetland boundary and sample point flag with a Trimble Geo7x GPS unit and prepared a wetland boundary map using the GPS data and overlaying it onto a recent aerial basemap. cursory sampling points in both upland and wetland areas were sampled in the field to determine the wetland boundaries. Data sheets were compiled and are included in Appendix 5. The following is a detailed description of each wetland.

W-1 –Shallow Marsh / Wet Prairie / Hardwood Swamp

As shown on Figure 2 in Appendix 1, W-1 is the largest wetland within the Study Area and is 3.95 acres in size within the Study Area limits. It is part of a larger wetland complex that extends outside of the Study Area towards the west and east. The wetland also contains a pond that is 0.75-acre in size. The wetland is depicted as PFO1/EM1C and PUBHx on the NWI map (Figure 4, Appendix 1). Eight sampling points (Points 2, 4, 6, 9, 10, 13, 16 and 18) were examined within W-1 and ten were examined in the immediate adjacent upland (Points 1, 3, 5, 7, 8, 11, 12, 14, 15, and 17).

The shallow marsh community within W-1 is dominated by cattails (*Typha spp*) and generally lies around the edge of the pond with smaller components of wet prairie along the more intermittently wet perimeter of W-1. Shallow marsh was also present in the ditched portions of W-1. The wet prairie was dominated by species such as woolly sedge (*Carex pellita*), Dudley's rush (*Juncus dudleyi*), Torrey's rush (*Juncus torreyi*), Canadian rush (*Juncus canadensis*), cat-tail gayfeather (*Liatris pycnostachya*), sawtooth sunflower (*Helianthus grosseserratus*), and big blue stem (*Andropogon gerardii*). Many other native species were present within the wet prairie indicating that this area was likely planted with a native seed mix at the time the pond was constructed. The hardwood swamp plant community is concentrated within the northern portion of W-1 south of the large industrial building and is dominated by green ash (*Fraxinus pennsylvanica*), American elm (*Ulmus americana*), and common buckthorn (*Rhamnus cathartica*). This plant community was generally degraded as a result of invasive common buckthorn and most of the green ash were declining due to Emerald Ash Borer (EAB) disease. Please refer to the site photos in Appendix 4 for a depiction of the plant communities observed within W-1 as well as the pond.

The wetland boundary was established using professional judgment and observed changes in wetland hydrology, soil, vegetation, and topography. The wetland has a fairly distinctive topographic and vegetative break along most of its boundary except perhaps near Points 1, 2, 8, 9, 10, and 11 where the topography is a bit more gradual. The northernmost and southernmost portions of W-1 are ditched. Although the outermost perimeter of W-1 likely exhibits more intermittent hydrology during dry periods, the wetland overall appears to have a long and sustaining hydroperiod as observed by high water tables and ponded water. Hydrology appears to be sustained by groundwater interception, surface water runoff from the surrounding upland landscape, and direct stormwater inputs. Two double culverts were observed along the northern boundary of W-1 that appear to direct stormwater into W-1. Physical on-site evidence of wetland hydrology within W-1 included five primary indicators: surface water, a high water table, saturation, water-stained leaves, and hydrogen sulfide odor. It also included three secondary indicators: a drainage pattern, geomorphic position, and a positive FAC-Neutral test. In addition, exposed roots on shrubs was noted at Sampling Point 16.

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FHCC Addition – Wetland Delineation
FHCC, LLC
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W-3 – Wet-mesic Prairie

As shown on Figure 2 in Appendix 1, W-3 is a small shallow depression only 424 square feet in size within the northern portion of the Study Area. The wetland is not depicted on the NWI map (Figure 4, Appendix 1) and is generally too small to be detected on aerial imagery. The wetland is located in an area within the site that appears to have undergone previous land disturbance. One sampling point (Point 24) was examined within W-3 and one was examined in the immediate adjacent upland (Point 23).

Wetland W-3 is dominated by herbaceous hydrophytic species such as woolly sedge (*Carex pellita*), common self heal-all (*Prunella vulgaris*), cut-leaf water horehound (*Lycopus americanus*), and gray dogwood (*Cornus racemosa*). Please refer to the site photos in Appendix 4 for a depiction of W-3.

The wetland boundary was established using professional judgment and observed changes in wetland hydrology, soil, vegetation, and topography. The wetland is a small depression with a subtle topographic and vegetative break along its boundary. Hydrology appears to be sustained by surface water runoff from the surrounding upland landscape. Physical on-site evidence of wetland hydrology within W-3 included three primary indicators: a high water table, saturation, and sediment deposits. It also included two secondary indicators: geomorphic position and a positive FAC-Neutral test. The water table was observed at 4 inches below the surface at the time of the site visit and saturation was observed to the surface. The sediment deposits observed on the vegetation seem to indicate that this area occasionally becomes ponded. However, hydrology is likely to be seasonal and may be more difficult to discern during drier periods.

According to the NRCS Soil Survey of Milwaukee County, Ozaukee silt loam with 2-6% eroded slopes is the dominant mapped soil type within W-3 and its immediate adjacent upland. This soil type is considered to be a moderately well-drained non-hydric hydric soil. The wetland profile observed within W-3 met the F3 (Depleted Matrix) NRCS Hydric Soil Indicator. The adjacent upland Sampling Point 23 was located on a hillslope approximately 2 feet higher than W-3. While it met both the vegetation and hydric soil parameter, no wetland hydrology indicators were observed under wetter than normal conditions and after a significant rainfall event.

W-4 – Wet Meadow (mowed)

As shown on Figure 2 in Appendix 1, W-4 is a small shallow depression only 1,271 square feet in size within the northern portion of the Study Area. It is a mowed wetland that is located in a vacant lot. The wetland is not depicted on the NWI map (Figure 4, Appendix 1) and is generally too small to be detected on aerial imagery. The wetland is located in an area within the site that appears to have undergone previous land disturbance. In general, this vacant lot appeared to contain fill material with heavy clay soils mixed with gravel and cobble material. One sampling point (Point 26) was examined within W-4 and two were examined in the immediate adjacent upland (Points 25 and 27).

Wetland W-4 is best described as a wet meadow that is mowed. It is dominated by herbaceous hydrophytic grass species including redtop grass (*Agrostis gigantea*) and Kentucky blue grass (*Poa pratensis*). Please refer to the site photos in Appendix 4 for a depiction of W-4.

The wetland boundary was established using professional judgment and observed changes in wetland hydrology, soil, vegetation, and topography. The wetland has a very subtle topographic and vegetative break along its boundary. It is slightly lower than the surrounding landscape and contains a drainage swale. Hydrology appears to be sustained by surface water runoff from the surrounding upland landscape and appears to be perched on clay soil. The narrow swale within W-4 carries water through a pipe on its east end. The pipe traverses underneath a gravel parking where it daylight into the gravel drainageway that connects to W-1 (see Figure 2). Physical on-site evidence of wetland hydrology within W-4 included one primary indicator: saturation. It also

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FHCC Addition – Wetland Delineation
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the form on the WDNR Wetland Identification website <http://dnr.wi.gov/topic/wetlands/identification.html>
Furthermore, municipalities, townships, and counties may have local zoning authority over certain areas or types of wetland and waterways. The determination that a wetland or waterway is subject to regulatory jurisdiction is made independently by the agencies.

Any activity in the delineated wetland may require U.S. Army Corps of Engineers permits and State of Wisconsin Department of Natural Resources Water Quality Certification and local government permits. If the Client proceeds to change, modify or utilize the property in question without obtaining authorization from the appropriate regulatory agency, it will be done at the Client's risk and raSmith shall not be responsible or liable for any resulting damages.

FHCC, LLC
 FHCC Addition
 East of W. Forest Home Ave.
 & North of W. Rawson Ave.
 City of Franklin
 Milwaukee County, Wisconsin

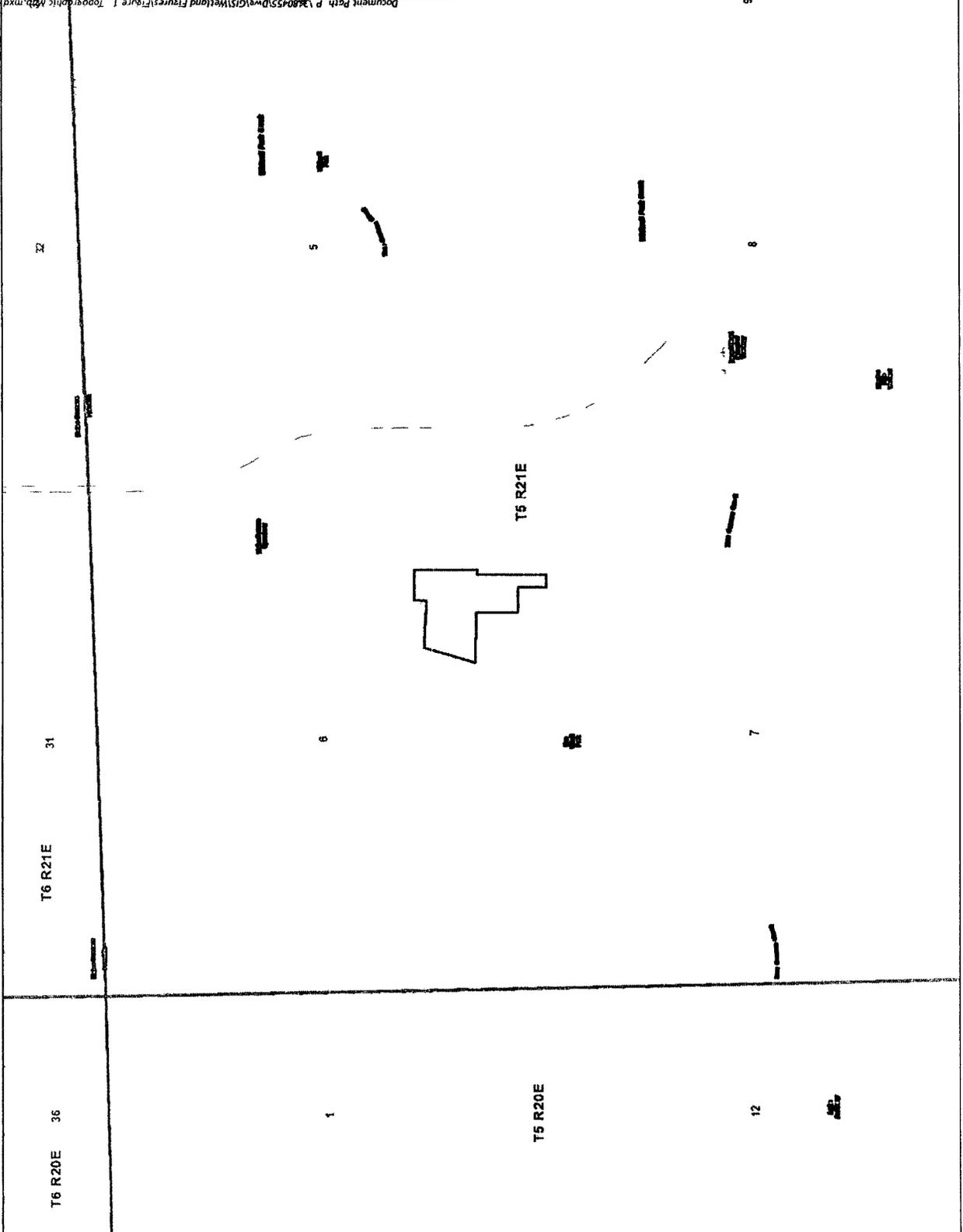
Map
 Study Area (18.99 Acres)

Esri HERE, Garmin © OpenStreetMap contributors
 and the GIS User community
 USGS The National Map National Boundaries Dataset
 National Elevation Dataset Geographic Names
 Information System National Hydrography Dataset
 National Land Cover Database National Structures
 Dataset and National Transportation Dataset U S
 Census Bureau TIGER/Line HRR Road Data

Figure 1
 Topographic/Site Location
 Map

Smith

10/08/2018 0 500 1 000
 3180455 1 inch = 1 000 feet



Document Path P:\2680455\Drawings\GIS\Wetland Figures\Figure 1 Topographic Map.mxd

FHCC, LLC
 FHCC Addition
 East of W Forest Home Ave
 & North of W Rawson Ave
 City of Franklin
 Milwaukee County, Wisconsin

Map Legend

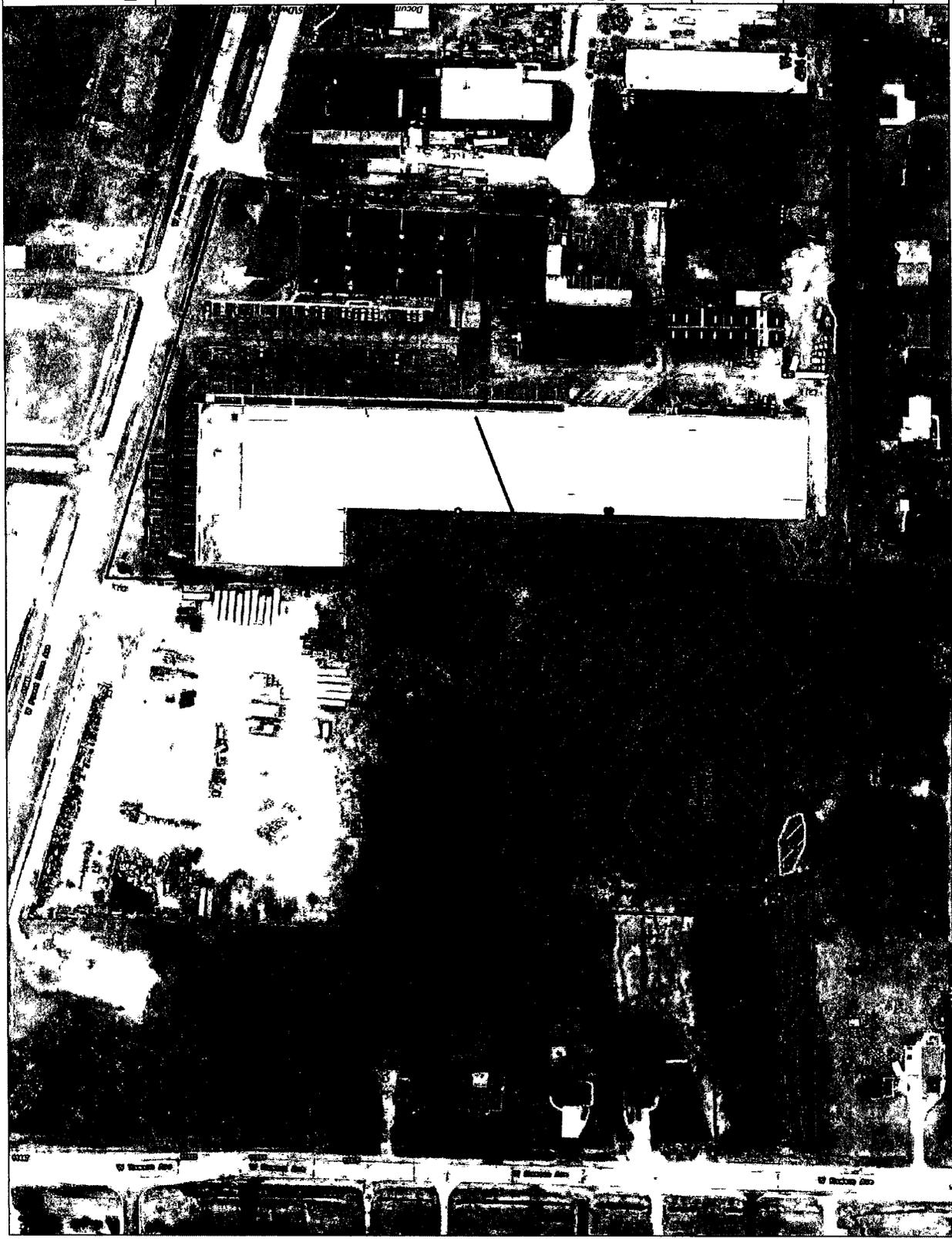
- Culvert
- Sampling Point
- Gravel Drainageway
- Off-site Wetland
- Dielineated Wetland (4.01 Acres)
- Open Water (0.75 Acre)
- Rip-rap (639 sqft)
- Study Area (18.88 Acres)
- Upland Island (2,185 sqft)

Esri | HERE | Garmin | OpenStreetMap contributors
 © Smith

Figure 2
 Wetland Boundary
 Map

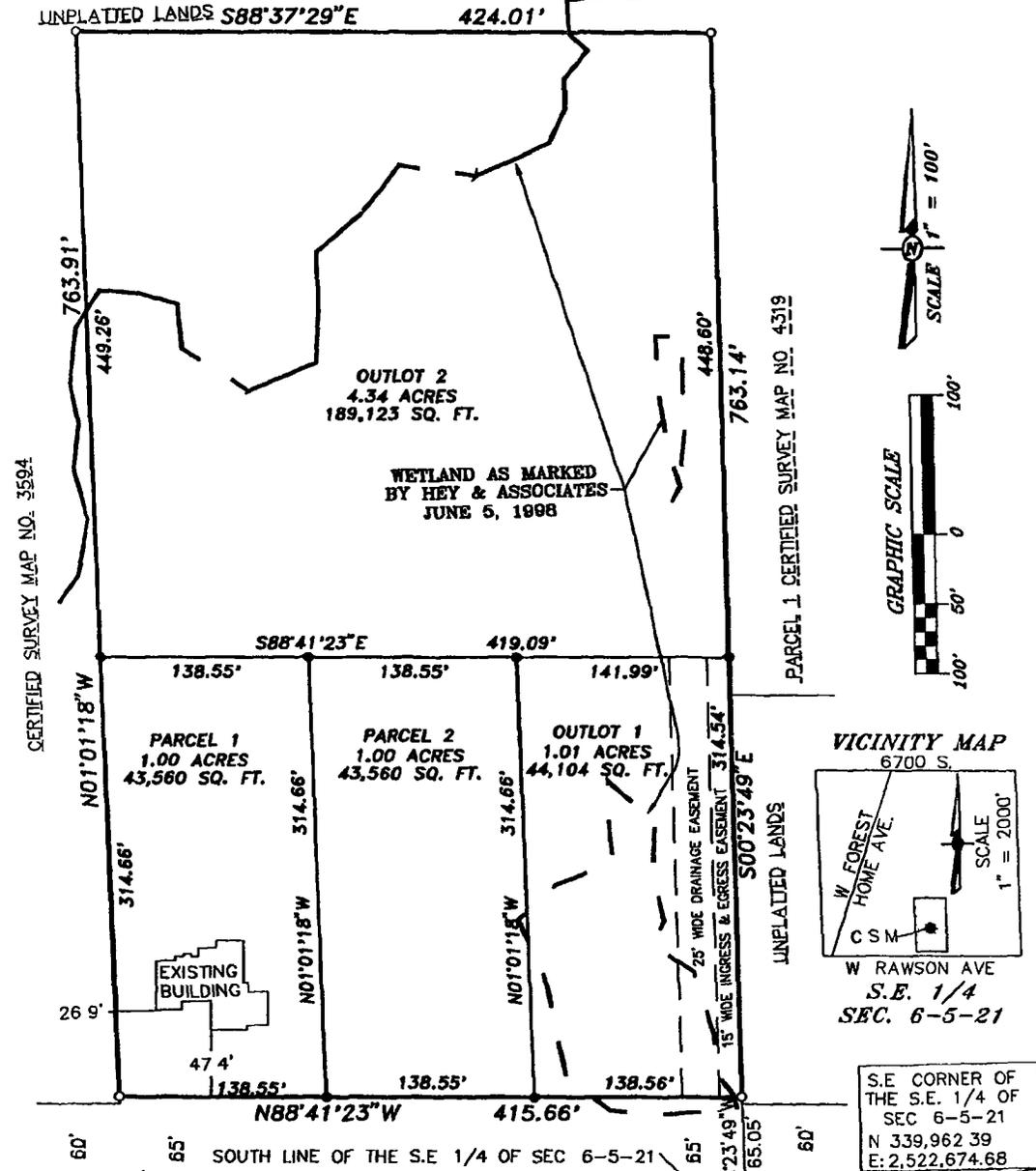


October 8 2018 0 62.5 125
 3180455 1 inch 125 feet



CERTIFIED SURVEY MAP NO. 6596

BEING A REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 5972, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



S.W. CORNER OF THE SE 1/4 OF SEC 6-5-21
N: 340,022.92
E: 2,520,028.30

- NOTES.
- - DENOTES 1" IRON PIPE - FOUND
 - - DENOTES 1" IRON PIPE WEIGHING NOT LESS THAN 113 LBS. PER LINEAL FOOT - SET

ALL DIMENSIONS ARE MEASURED AND SHOWN TO THE NEAREST ONE HUNDREDTH OF A FOOT

BEARINGS ARE REFERENCED TO THE S.E. 1/4 OF SECTION 6-5-21 ASSUMED BEARING TO BE N88°41'23" W

NIENOW ENGINEERING DIVISION
McCLURE ENGINEERING ASSOCIATE, INC.
5417 NORTH 118TH COURT
MILWAUKEE, WI 53225
PHONE (414) 616-4880
FAX (414) 616-4885
PROJ. NO. 08-13-98-112
DRAWING 98112C2.DWG
THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD

MARKED
NESGOOD
S 1967
KENOSHIA,
WI

WISCONSIN REGISTERED LAND SURVEYOR
MARK D. NESGOOD
S-1967

10/22/98

1470

REEL 4436 IMAG 961

CERTIFIED SURVEY MAP NO. 6596

BEING A REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 5972,
BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEYORS CERTIFICATE

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

I, Mark D. Nesgood, Registered Land Surveyor, do hereby certify that I have surveyed and mapped A Redivision of Parcels 1 and 2 of Certified Survey Map No. 5972, Being a Part of the Southwest 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section thence N88°41'23"W along the South line of said 1/4 Section 980.85 feet; thence N00°23'49"W 65.05 feet to the point of beginning, said point also being the Southeast corner of said Certified Survey Map No. 5972; thence N88°41'23"W along a line parallel to and 65 North of the South line of said 1/4 Section 415.66 feet to the Southwest corner of said Certified Survey Map; thence N01°01'18"W along the West line of said Certified Survey Map, 763.91 feet to the Northwest corner of said Certified Survey Map; thence S88°37'29"E along the North line of said Certified Survey Map 424.01 feet to the Northeast corner of said Certified Survey Map; thence S00°23'49"E along the East line of said Certified Survey Map 763.14 feet to the point of beginning.

Containing 7.35 acres of land more or less.

That I have made such survey, land division and map by the direction of Demetra Slak and Effie Latsoudis, owners of the above described land.

That such survey is a correct representation of the exterior boundaries of the land surveyed, and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the land division ordinance of the City of Franklin, in surveying, dividing, and mapping the same

Dated this 17th day of AUGUST, 1998.

REGISTER'S OFFICE
Milwaukee County, WI

7633685

7633685 #

RECORD 14.00

RECORDED AT 12:10 PM

NOV 13 1998 960 TO

REEL 4436 IMAGE 962

WISCONSIN
REGISTER
OF DEEDS



Mark D. Nesgood
Mark D. Nesgood S-1967

CERTIFIED SURVEY MAP NO. 6596

BEING A REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 5972,
BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

As Owners, we hereby certify that we have caused the lands described above to be surveyed,
divided, and mapped in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and
land division ordinance of the City of Franklin.

Witness the hand and seal of said owners on this 2ND day of NOVEMBER 1998.

In the presence of:

[Signature]
[Signature]
[Signature]

Demetra Slak
Demetra Slak
Effie Latsoudis
Effie Latsoudis
John Latsoudis
John Latsoudis

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

PERSONALLY came before me this 2ND day of November, 1998, the above named
Demetra Slak and Effie Latsoudis, owners, to me known to be the persons who executed the
foregoing instrument and acknowledged the same.

[Signature]
Notary Public (Milwaukee County, Wisconsin

My commission expires IS PERMANENT

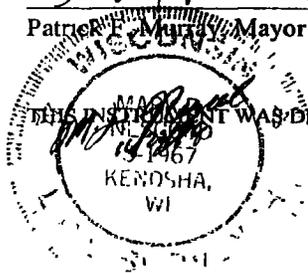


COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of Franklin on the 20TH day of
October, 1998, by Resolution No. 98-4777.
Signed on this November day of November, 1998.

[Signature]
Patricia E. Murray, Mayor

[Signature]
James C. Payne, City Clerk



THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S

SHEET 3 OF 3

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/01/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A CERTIFIED SURVEY MAP TO CHANGE THE DESIGNATION OF OUTLOT 1 UPON CERTIFIED SURVEY MAP NO. 6596 TO THAT OF A BUILDABLE LOT, BEING A REDESIGNATION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6596, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (NORTH SIDE OF WEST RAWSON AVENUE AT APPROXIMATELY FIELDSTONE COURT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

On August 20, 2020, the Plan Commission carried *a motion to recommend denial due to potential encroachments into protected natural resource feature areas on the property.*

However, if the Common Council wishes to approve the proposed certified survey map, staff recommends several conditions of approval contained in the attached draft resolution.

COUNCIL ACTION REQUESTED

A motion to reject the Certified Survey Map application due to potential encroachments into protected natural resource features such as wetland setbacks and buffers present on the subject property.

OR

A motion to adopt Resolution No. 2020-_____, conditionally approving a Certified Survey Map to change the designation of outlot 1 upon Certified Survey Map No. 6596 to that of a buildable lot, being a redesignation of outlot 1 of Certified Survey Map No. 6596, being a part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin (north side of West Rawson Avenue at approximately Fieldstone Court).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 8-11-20]

RESOLUTION NO 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A CERTIFIED SURVEY MAP TO CHANGE THE DESIGNATION OF OUTLOT 1 UPON CERTIFIED SURVEY MAP NO. 6596 TO THAT OF A BUILDABLE LOT, BEING A REDESIGNATION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6596, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (NORTH SIDE OF WEST RAWSON AVENUE AT APPROXIMATELY FIELDSTONE COURT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property located on the north side of West Rawson Avenue at approximately Fieldstone Court, bearing Tax Key No. 748-9997-007, Michael H. Dilworth, owner of FHCC, LLC, applicant, said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions, and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Michael H Dilworth, owner of FHCC, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of

MICHAEL H. DILWORTH, OWNER OF FHCC, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO 2020-_____

Page 2

separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map

4. Michael H. Dilworth, owner of FHCC, LLC, successors and assigns, and any developer of the Michael H. Dilworth, owner of FHCC, LLC Outlot 1 designation change to Lot 1 certified survey map 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, 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.
5. The approval granted hereunder is conditional upon Michael H. Dilworth, owner of FHCC, LLC and the Outlot 1 designation change to Lot 1 certified survey map project for the property located on the north side of West Rawson Avenue at approximately Fieldstone Court. (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.
6. The applicant shall revise the Certified Survey Map to include the wetland setback into the conservation easement area. Land disturbance activities in the wetland setback shall follow the standards of Section 15-4.0102(I) of the Unified Development Ordinance.
7. The applicant shall submit a written conservation easement for Common Council review and approval and recording with the Milwaukee County Register of Deeds. The Conservation Easement shall be recorded at the time of recording the Certified Survey Map
8. The property owner shall obtain approval from Milwaukee County, as may be necessary, for any work completed within W. Rawson Avenue right-of-way.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Michael H. Dilworth, owner of FHCC, LLC, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than

MICHAEL H. DILWORTH, OWNER OF FHCC, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Michael H. Dilworth, owner of FHCC, LLC, with the Office of the Register of Deeds for Milwaukee County.

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 August 20, 2020

Certified Survey Map and release of outlot designation (Miscellaneous application)

RECOMMENDATION: City Development staff recommends approval of the Certified Survey Map and release of outlot designation (Miscellaneous application), subject to the conditions in the attached draft resolutions.

Project Name:	FHCC Certified Survey Map and release of outlot designation
Project Address:	Not Assigned Tax key No 748 9997 007
Applicant:	Michael Dilworth FHCC, LLC
Owner:	FHCC, LLC.
Agent:	John P Casucci, PLS
Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Residential
Applicant Action Requested:	Recommendation of approval of the Certified Survey Map and release of outlot designation (Miscellaneous application)

Project Description/Analysis

The applicant filed a Miscellaneous Application and Certified Survey Map requesting release of the outlot designation of Outlot 1 of CSM No 6596 and creation the proposed buildable parcel shown as Lot 1 of the proposed CSM

The Unified Development Ordinance defines an outlot as follows

OUTLOT

A parcel of land, other than a lot or block, so designated on the plat, but not of standard lot size, which can be either redivided into lots or combined in the future with one or more other adjacent outlots or lots in adjacent subdivisions or minor land divisions in the future for the purpose of creating buildable lots In addition to the foregoing, an "outlot" may also be any parcel of land depicted upon a plat or certified survey map which has been designated "outlot" as determined necessary by the Common Council to reserve such parcel for a future potential use or as necessary to further the purposes of this Ordinance and such designation as "outlot" shall mean that the designated parcel is unbuildable An "outlot" designation may be removed by the Common Council upon its determination upon a further division that the reasons for the designation no longer exist or that the purposes of this Ordinance are further served by the removal of such designation

Certified Survey Map No 6596 was recorded on November 13, 1998 At that time, this area was designated as an outlot because it was primarily encompassed by a wetland The delineation was completed by Hey & Associates on June 5, 1998

Tina Myers of R A Smith, who is an assured delineator with the WDNR, later completed a field investigation and wetland delineation on October 8, 2018. According to this delineation, the wetland has reduced in size and is primarily contained within the 25-foot drainage easement located on the east side of the property.

Based upon the recent wetland delineation and considering the R-3 District setbacks, a buildable area of approximately 39 52-feet wide by 239 60-feet long exists onsite. Staff finds that this is sufficient area to construct a reasonably sized home.

Overall, the proposed lot has a width of 138 56 feet and an area of 1 0124 acres or 44,102 square feet, which complies with the R-3 District Development Standards.

Due to a narrow building area, staff has told the applicant that the expectation of the City in releasing the outlot restriction is that the future home for this parcel would be constructed within the buildable area as shown on the Certified Survey Map. There should not be an expectation that the City will grant a variance or special exception in the future.

Recommendation

A motion to recommend approval of the Certified Survey Map and release of outlot designation (Miscellaneous application), subject to the conditions in the attached draft resolutions.

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



City of Franklin

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

Date of Application 5/18/20

CERTIFIED SURVEY MAP (CSM) APPLICATION

Complete, accurate and specific information must be entered Please Print

Applicant (Full Legal Name[s])
 Name MICHAEL DILWORTH
 Company FHCC LLC
 Mailing Address 8575 W. FOREST HOME AV #160
 City / State FRANKLIN WI Zip 53228
 Phone 414-425-4939
 Email Address mdilworth@ener-con.com

Applicant is Represented by (contact person)(Full Legal Name[s])
 Name JOHN P. CASUCCI
 Company R.A. SMITH, INC
 Mailing Address 16745 W BLUEMOUND RD
 City / State BROOKFIELD WI Zip 53005
 Phone 262-317-3249
 Email Address john.casucci@ra.smith.com

Project Property Information
 Property Address VACANT W. RAWSON AVE
 Property Owner(s) FHCC LLC

Tax Key Nos 748 9997 007

Mailing Address 8575 W. FOREST HOME AVE #160
 City / State FRANKLIN WI Zip 53228
 Email Address mdilworth@ener-con.com

Existing Zoning R-3
 Existing Use VACANT
 Proposed Use SINGLE FAMILY
 CMP Land Use Identification _____

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

Certified Survey Maps shall be prepared as provided in § 236 34 (1m) (c) Wis. Stats and Division 15-7.0700 of the Unified Development Ordinance.

Certified Survey Map submittals for review must include and be accompanied by the following

- Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds \$75
 - Two (2) original map copies for Milwaukee County review prepared at 8 1/2" wide by 14" long on durable white paper
- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin \$1,500
- Seven (7) complete sets of Application materials, for City of Franklin review to include
 - Project Summary a written detailed description of the project One (1) original and six (6) copies
 - Map Copies One (1) original map copy and six (6) map copies prepared at 8-1/2" wide by 14" long and must be clearly legible
- As may be required, seven (7) copies of a "Natural Resource Protection Plan and "Landscape Plan" for any landscape bufferyard easement areas
- If applicable, three (3) copies of the Natural Resource Protection report (see Division 15-9 0309D of the UDO)
- If applicable, one copy of the Site Intensity and Capacity Calculations (see Division 15 3 0500 of the UDO)
- Email (or CD ROM) with all plans and submittal materials in Adobe PDF (May be waived by City Planner)

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- All Certified Survey Map requests require Plan Commission review and Common Council approval
- All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes

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 Property Owner
Michael Dilworth
 Name & Title (PRINT)
FHCC LLC Date 5.12.20

Signature Applicant
JOHN P CASUCCI SURVEY PROJECT MANAGER
 Name & Title (PRINT) Date 5/18/20

Signature Property Owner
 Name & Title (PRINT)
 Date _____

Signature Applicant's Representative
 Name & Title (PRINT)
 Date _____



R A Smith, Inc
16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

PROJECT SUMMARY

FHCC LLC **CERTIFIED SURVEY MAP** W RAWSON AVE, CITY OF FRANKLIN

Project Summary Section 15-11.0103 OUTLOT of the Unified Development Ordinance of the City of Franklin states an Outlot designation is unbuildable. The owner has caused a Minor Land Division (Certified Survey Map) to be prepared for the purpose of changing the legal description (and designation) of the existing Outlot 1 to Lot 1.

The existing designation of Outlot was based on a 1998 wetland delineation by Hey & Associates as disclosed on Certified Survey Map No. 6596. A 2018 "assured" wetland delineation by R.A. Smith, Inc. indicates wetlands are substantially confined to the existing 25' wide drainage easement.

Prepared by John P. Casucci, PLS
Date May 18, 2020
Project No 167727

raSmith responses to review comments.

John P. Casucci PLS August 3, 2020

City of Franklin Department of City Development

Date July 24, 2020

To John P. Casucci R A Smith, Inc

From Department of City Development

RE Certified Survey Map and Miscellaneous application (release of outlot designation) – Tax key No. 748-9997-007

Below are comments and recommendations for the above-referenced applications submitted by FHCC, LLC on June 16, 2020

Department of City Development comments

- 1 Please be aware that the City's expectation in releasing the outlot restriction is that the future home for this parcel will be constructed within the buildable area as shown on the Certified Survey Map. The granting of any variance or special exception should not be expected or needed. understood by owner. no action required.
- 2 Please label the Conservation Easement boundary on the face of the CSM. It is recommended that the Conservation Easement include the wetland setback. Easement labeled on sheets 1-3. Conservation Easement boundary to coincide with Wetland Buffer line.
- 3 Attached is the City's Conservation Easement Template, which is recommended to be recorded with the Certified Survey Map. Please complete the Conservation Easement and submit to staff for review. Note that the Common Council must approve this easement document. See attached draft prepared by Attorney John Paul Peila, Jr.
- 4 Note that approval will be needed from Milwaukee County for access to W. Rawson Avenue and any work that is done within the right-of-way. See attached approval letter.

Engineering Department comments

- 5 Resolve all technical omissions and deficiencies identified by Milwaukee County. Upon receipt of the comments from Milwaukee County, the City comments may be revised to reflect changes required by the County. Addressed on revised CSM. North arrow added to sheet 2 and condominium referenced.
- 6 On Sheet 1 of 6, add a note stating, "Lot 1 is served by public sewer and water." added.
- 7 On Sheet 6 of 6, correct the Mayor's name to Stephen, instead of Steven. corrected.

8 Please submit the final Certified Survey Map in AutoCAD (drawing file) and pdf format electronically to rasuncion@franklinwi.gov to update the City of Franklin GIS system Emailed 8/3/20

Milwaukee County comments

9 See separate letter Both comments addressed on revised CSM

Fire Department comments

10 The fire department has no comments

Inspection Services Department comments

11 *Inspection Services has no comments on this proposal*

Police Department comments

12 *The Police Department has no objections to this application.*



DEPARTMENT OF TRANSPORTATION
Milwaukee County

Donna Brown-Martin

- Director
- Highway Commissioner

July 30, 2020

raSmith
Attn Mr John P Casucci, P L S , Associate
16745 West Bluemound Road
Brookfield, WI 53005-5938

Re Certified Survey Map (CSM) approval for the proposed driveway approach at Tax Key No 748-9997-007

Dear Mr Casucci,

Milwaukee County does not object to the Certified Survey Map (CSM) for proposed driveway approach and its location for Tax Key No 748-9997-007

If you require further information or have any questions, please contact me at (414) 257- 5947 or my Manager Andrea Weddle – Henning at (414) 257-5934

Very truly yours,

Vernon D. Singleton

Vernon D Singleton
Construction Coordinator, MCDOT - Transportation Services

Document Number

**Conservation Easement
112th & Rawson
City of Franklin**

Recording Area

Name and Return Address

**John Paul Perla Jr.
350 Bishops Way Ste. 103
Brookfield, WI 53005
262-782-4000
jperla@tds.net**

748-9997-007

Parcel Identification Number (PIN)

This instrument was drafted by
Attorney John Paul Perla Jr

CONSERVATION EASEMENT

FHCC, LLC
112th St & Rawson Ave , Franklin, WI

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and FHCC, LLC, a Wisconsin limited liability company, Property Owner, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described as follows (the protected property):

Outlot 1 of Certified Survey Map No 6596 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on November 13, 1998 in Reel 4436, of Certified Survey Maps, at Images 960-962, as Document No 7633685, being part of the being a redivision of Parcels 1 and 2 of Certified Survey Map No 5972, being a part of the Southwest ¼ and Southeast ¼ of the Southeast ¼ of Section 6, Township 5 North, Range 21 East. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin

Property Address Situated on West Rawson Avenue, Franklin, WI 53132
Tax Key Number. 748-9997-007

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, the specific resources on the protected property which are the wetlands and wetlands buffer be preserved and maintained. A Natural Resource Protection Plan has not been requested nor prepared as of this date. The natural elements and the ecological and aesthetic values shall be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a "holder", as contemplated by § 700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement; and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby,

WHEREAS, there is no mortgagee on the protected property

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over and across the protected property as noted by the cross hatched area as denoted on the Exhibit A attached hereto which is designated as the Conservation Easement

Grantee's rights hereunder shall consist solely of the following:

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes

for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and

- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over or across the protected property, the Grantor, without the prior consent of the Grantee, shall not

- 1 Construct or place buildings or any structure, except that Grantor, its successors or assigns may utilize the wetland setback for construction of a driveway
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like,
- 3 Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees,
- 4 Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris,
- 5 Plant any vegetation not native to the protected property or not typical wetland vegetation,
- 6 Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles

To have and to hold this conservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant Grantor shall be responsible for the payment of all general property taxes levied, assessed or accruing against the protected property pursuant to law

The covenants, terms, conditions and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns Notices to the parties shall be personally delivered or mailed by U.S Mail registered mail, return receipt requested, as follows:

To Grantor
FHCC, LLC
c/o Paulanne Phillips
Forest Green Realty
8575 W Forest Home Ave , Ste 140
Milwaukee, WI 53228

To Grantee
City of Franklin
Office of the City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the Grantor has set its hand[s] [and seal[s]] on this date of _____, 2020

FHCC, LLC

By

Michael H Dilworth, Managing Member

STATE OF WISCONSIN)
) ss
WAUKESHA COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Michael H Dilworth, as Managing Member of FHCC, LLC, a Wisconsin Limited Liability Company, to me known to be the person[s] who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said FHCC, LLC

Notary Public _____ (Name)
My commission expires _____

Acceptance by City on Next page

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__.

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 20__, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No _____, adopted by its Common Council on the _____ day of _____, 20__.

Notary Public
My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Régulo Martínez-Montilva
Associate Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

NO MORTGAGE HOLDER

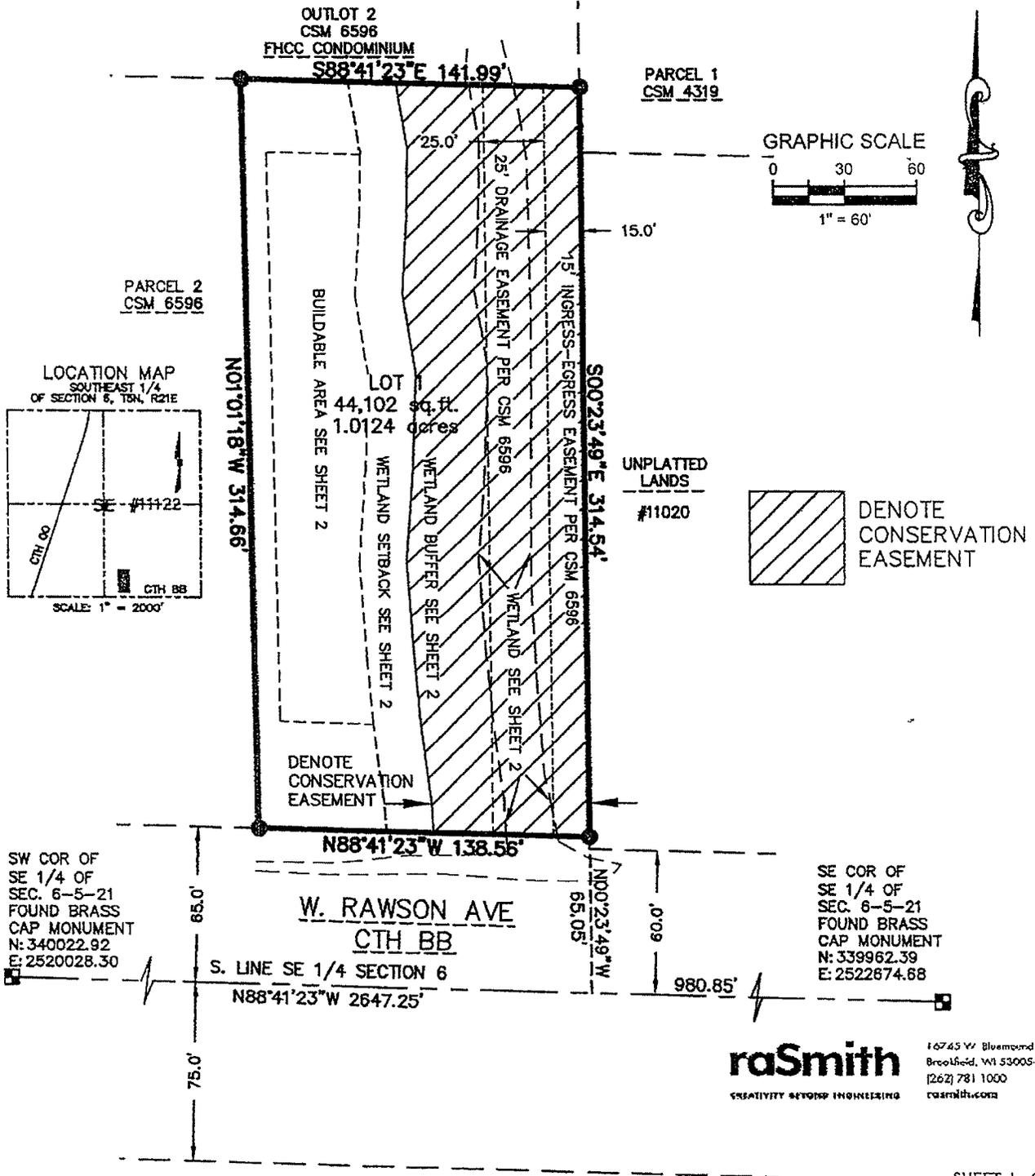
EXHIBIT A

CONSERVATION EASEMENT

CERTIFIED SURVEY MAP NO. _____

A division of Outlot 1 of Certified Survey Map No. 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

OWNER:
 FHCC LLC
 8575 W FOREST HOME AVE #160
 GREENFIELD, WI., 53228



raSmith
 CREATIVITY BEYOND ENGINEERING
 16745 W Bluemound Road
 Brookfield, WI 53005-5938
 (262) 781 1000
 rasmith.com

CERTIFIED SURVEY MAP NO _____

A division of Outlot 1 of Certified Survey Map No 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

● INDICATES FOUND 1" IRON PIPE

WETLANDS DELINEATED OCTOBER 8, 2018
BY R.A. SMITH, INC

SEE SHEET 2 FOR WETLAND DETAILS

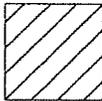
SEE SHEET 3 FOR TOPOGRAPHIC DATA

ZONED R-3

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 6, T 5 N, R 21 E, WHICH BEARS N88°41'23"W. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD27)

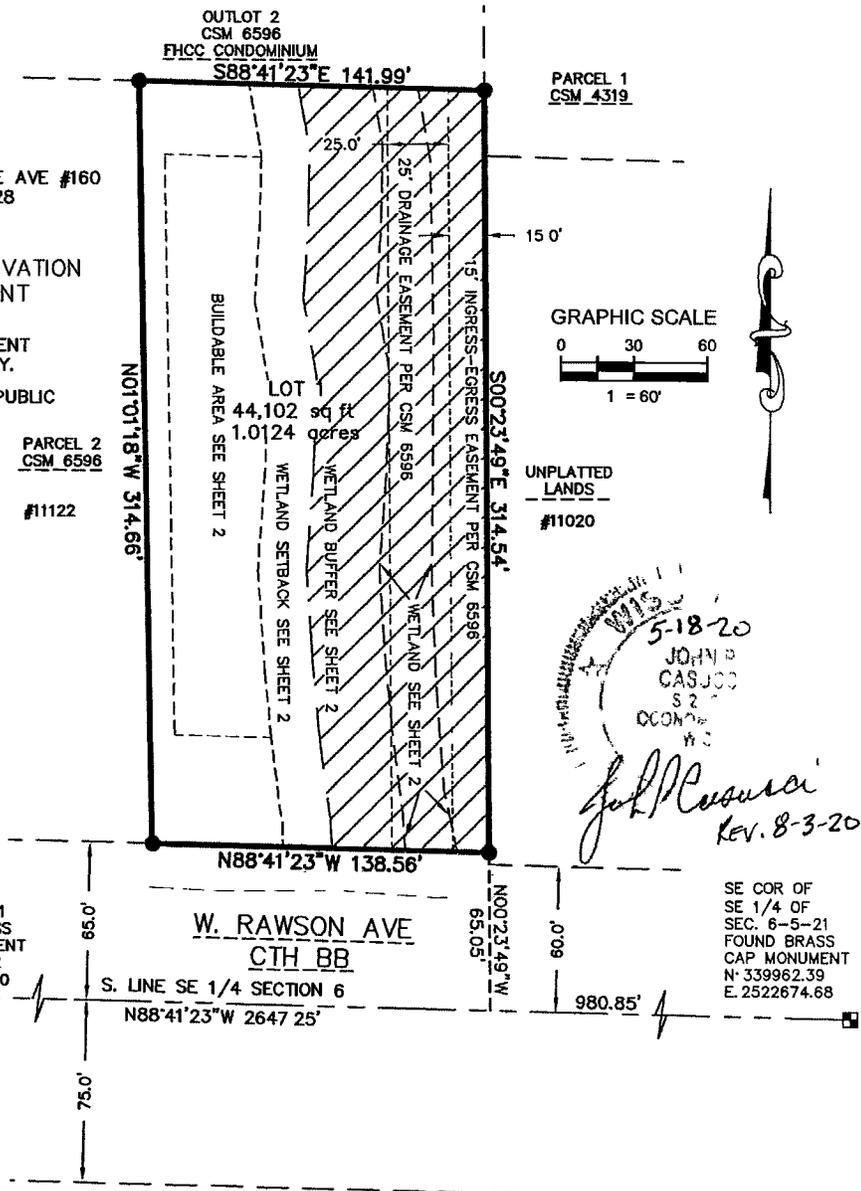
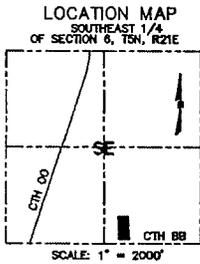
OWNER.
FHCC LLC
8575 W FOREST HOME AVE #160
GREENFIELD, WI, 53228



DENOTE
CONSERVATION
EASEMENT

CONSERVATION EASEMENT
RECORDED SEPARATELY.

LOT 1 IS SERVED BY PUBLIC
SEWER AND WATER.



WISCONSIN
5-18-20
JOHN B
CASJOC
S 2
CONDO
#11
John Casjoc
REV. 8-3-20

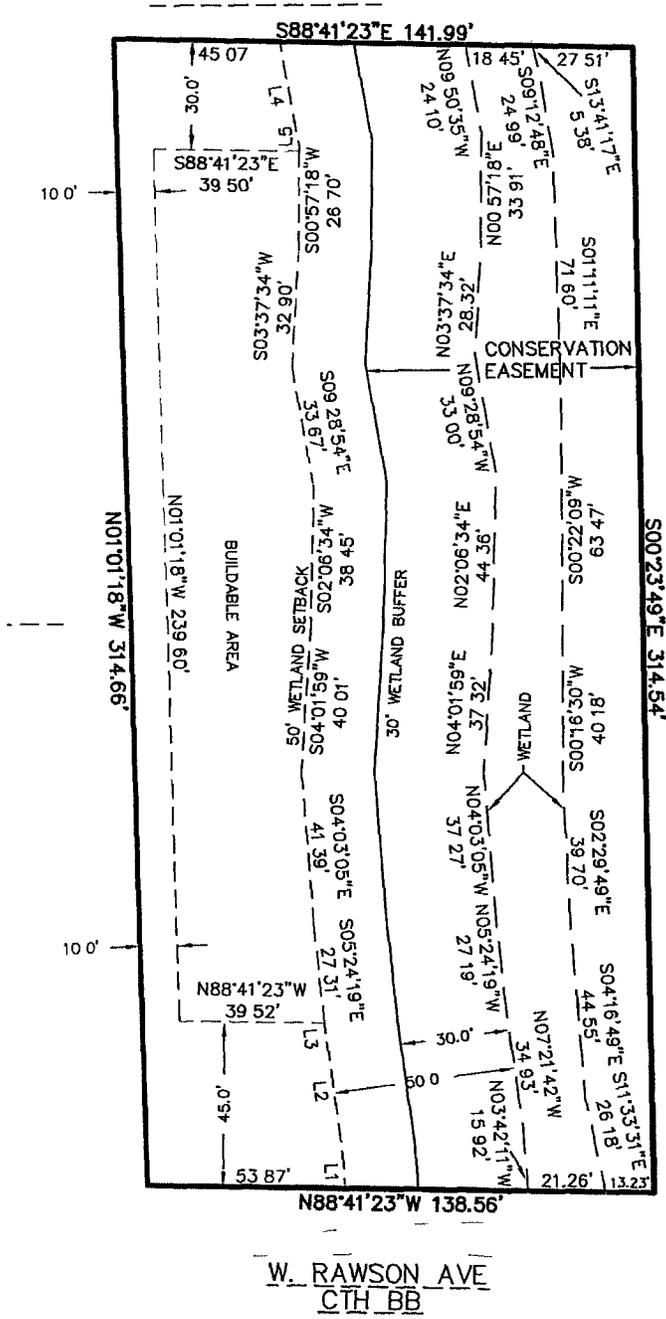
SW COR OF
SE 1/4 OF
SEC. 6-5-21
FOUND BRASS
CAP MONUMENT
N: 340022.92
E: 2520028.30

SE COR OF
SE 1/4 OF
SEC. 6-5-21
FOUND BRASS
CAP MONUMENT
N: 339962.39
E: 2522674.68

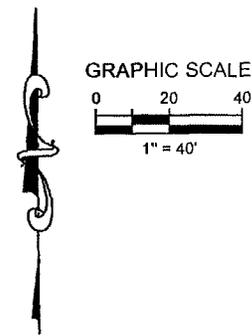
raSmith
CREATIVITY BEYOND ENGINEERING
16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
raSmith.com

CERTIFIED SURVEY MAP NO. _____

A division of Outlot 1 of Certified Survey Map No 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

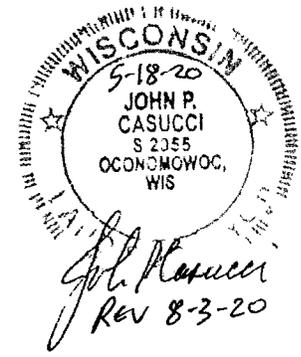


Line Table		
Line #	Direction	Length
L1	N03°42'11\"W	9.93
L2	N07°21'42\"W	34.18
L3	N05°24'19\"W	1.32
L4	N09°50'35\"W	29.23
L5	N00°57'18\"E	1.32



WETLANDS DELINEATED ON OCTOBER 8, 2018
BY R.A. SMITH, INC. PROJ. 3180455

ZONED: R-3
MIN AREA 20,000 SF
MIN WIDTH 100'
MIN. FRONT YARD 45'
MIN SIDE YARD 10'
MIN. REAR YARD 30'



raSmith
CREATIVITY BEYOND ENGINEERING
16745 W Bluemound Road
Brookfield WI 53005-5938
(262) 781 1000
rasmith.com

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 09/01/20</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION TO AMEND RESOLUTION NO. 2019-7526, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A TWO-FAMILY RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE, TO EXTEND THE TIME FOR THE OBTAINING OF THE ISSUANCE OF A BUILDING PERMIT (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT)</p>	<p>ITEM NUMBER <i>G.5.</i></p>

On August 20, 2020, the Plan Commission carried *a motion to recommend approval of a resolution to amend Resolution no. 2019-7526, a resolution imposing conditions and restrictions for the approval of a special use for a two-family residential side by side ranch townhome use upon property located at 10504 West Cortez Circle, to extend the time for the obtaining of the issuance of a building permit.*

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, to amend Resolution no. 2019-7526, a resolution imposing conditions and restrictions for the approval of a special use for a for a two-family residential side by side ranch townhome use upon property located at 10504 West Cortez Circle, to extend the time for the obtaining of the issuance of a building permit (Gregory D. Nisenbaum, president of Nisenbaum Homes & Realty, Inc., applicant).

RESOLUTION NO. 2020-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2019-7526, A
RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE
APPROVAL OF A SPECIAL USE FOR A FOR A TWO-FAMILY RESIDENTIAL
SIDE BY SIDE RANCH TOWNHOME USE UPON PROPERTY LOCATED AT
10504 WEST CORTEZ CIRCLE, TO EXTEND THE TIME FOR THE OBTAINING
OF THE ISSUANCE OF A BUILDING PERMIT
(GREGORY D. NISENBAUM, PRESIDENT OF
NISENBAUM HOMES & REALTY, INC., APPLICANT)

WHEREAS, the above entitled Resolution No. 2019-7526 was adopted by the Common Council on August 6, 2019 and was conditioned upon the applicant obtaining a Building permit within one year from such date, upon property located at 10504 West Cortez Circle (the Cortez Condominium development), bearing Tax Key Nos 747-9979-001 and 747-9979-002, more particularly described as follows:

That part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section; running thence South and parallel with the West line of said 1/4 Section, 80 feet to a point, thence East and parallel with the North line of said 1/4 Section, 272.25 feet to a point, thence North and parallel with the West line of said 1/4 Section, 80 feet to a point on the North line of said 1/4 Section; thence West along said North line 272 25 feet to the point of commencement, and reserving the West 24 75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969, in Reel/Volume 480, Image/Page 784, as Document No 4464721; and

WHEREAS, during these times of the Coronavirus Disease 2019 and Public Health Emergency, the applicant having been unable to meet the project completion time limit, and having requested and provided an application for an extension of one year for project completion, and

WHEREAS, the applicant having requested a one year extension of the time limit for such condition prior to the expiration thereof, and the Plan Commission having recommended approval thereof, pursuant to §15-9 0103G of the Unified Development Ordinance which contemplates the procedural potential grant of an extension upon a timely request without the requirement of a public hearing, based upon the applicant's bona fide and ongoing efforts to move the project forward.

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

GREGORY D NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC.
– SPECIAL USE AMENDMENT

RESOLUTION NO 2020-_____

Page 2

the City of Franklin, Wisconsin, that Resolution No 2019-7526, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Family Residential Side by Side Ranch Townhome Use Upon Property Located At 10504 West Cortez Circle, be and the same is hereby amended only to extend the time limit for the applicant's obtaining of the issuance of a building permit, to August 6, 2021.

BE IT FURTHER 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

YES _____ NOES _____ ABSENT _____

 **CITY OF FRANKLIN** 
REPORT TO THE PLAN COMMISSION

Meeting of August 20, 2020

Special Use Time Extension

RECOMMENDATION: City Development staff recommends approval of a 1-year time extension for a previously approved Special Use, subject to the conditions in attached draft resolution

Project Name:	Time extension for Nisenbaum Homes & Realty, Inc Duplex
Project Address:	10504 West Cortez Circle
Applicant:	Gregory Nisenbaum
Owner:	Nisenbaum Homes & Realty, Inc
Zoning:	R-8 Multiple-Family Residence District
Use of Surrounding Properties:	Multi-family residential to the north, south, east and west
2025 Comprehensive Plan:	Residential – Multi-Family
Applicant Action Requested:	Recommendation of approval to the Common Council of the requested 1-year time extension

On March 19, 2019, the Common Council conditionally approved a Special Use for a two-family residential side by side ranch townhouse at the subject property This Special Use was later amended on August 6, 2019, via Resolution No 2019-7526 which rescinded conditions requiring the submission of a conservation easement

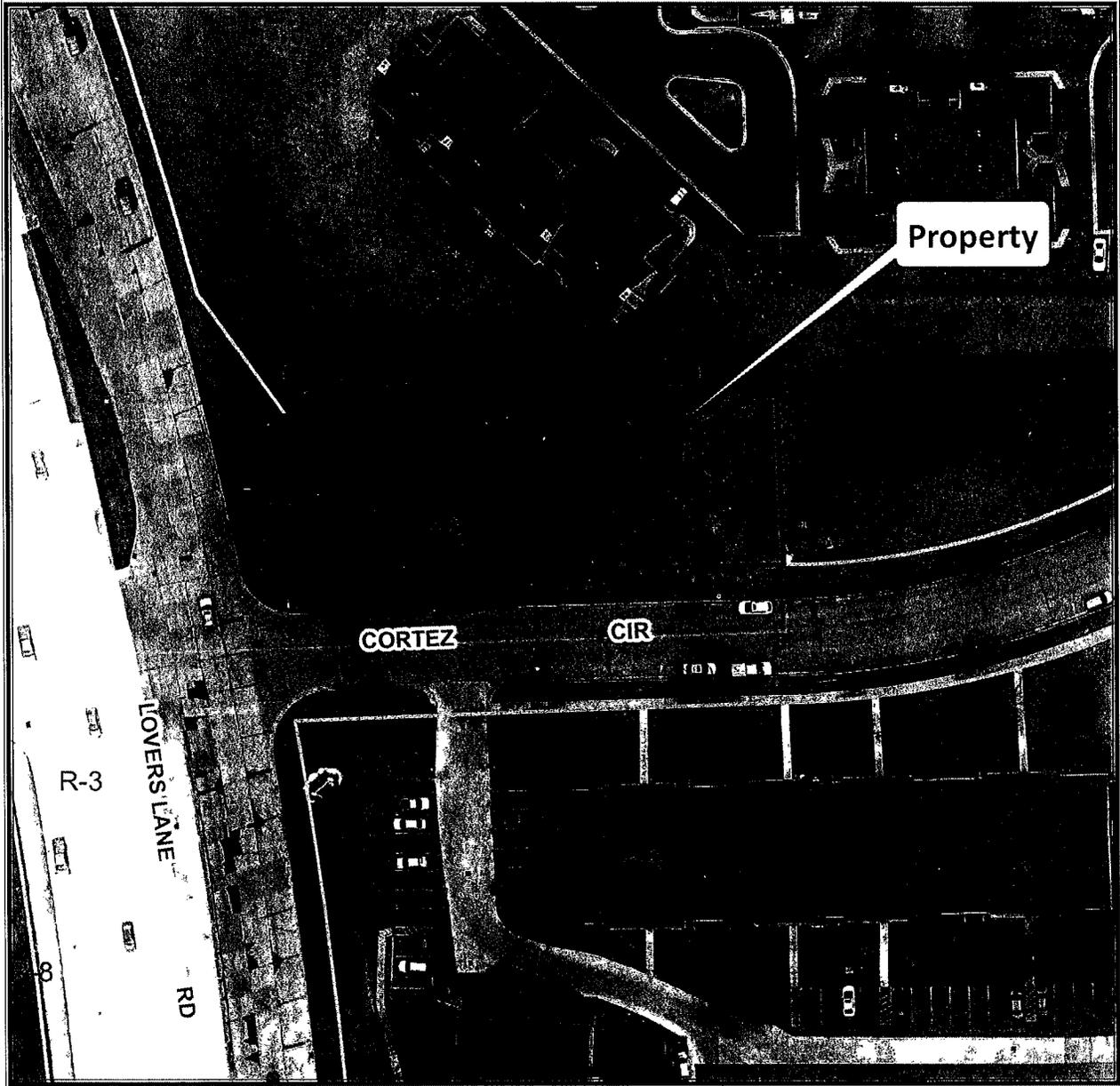
Condition No 3 of the above-referenced resolution states the expiration of the Special Use is one year from the date of the adoption of the Resolution, therefore the Special Use approval expired on August 6, 2020 Prior to the expiration on July 16, 2020, the applicant filed a request to extend the Special Use approval for one (1) additional year, if this time extension is approved the Special Use would be valid until August 6, 2021

CONCLUSION:

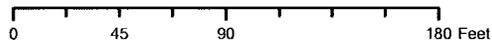
City Development staff recommends approval of a 1-year time extension for a previously approved Special Use (Resolution No 2019-7526), subject to the conditions outlined in the attached resolution



10504 W. Cortez Circle
TKN 747 9979 000



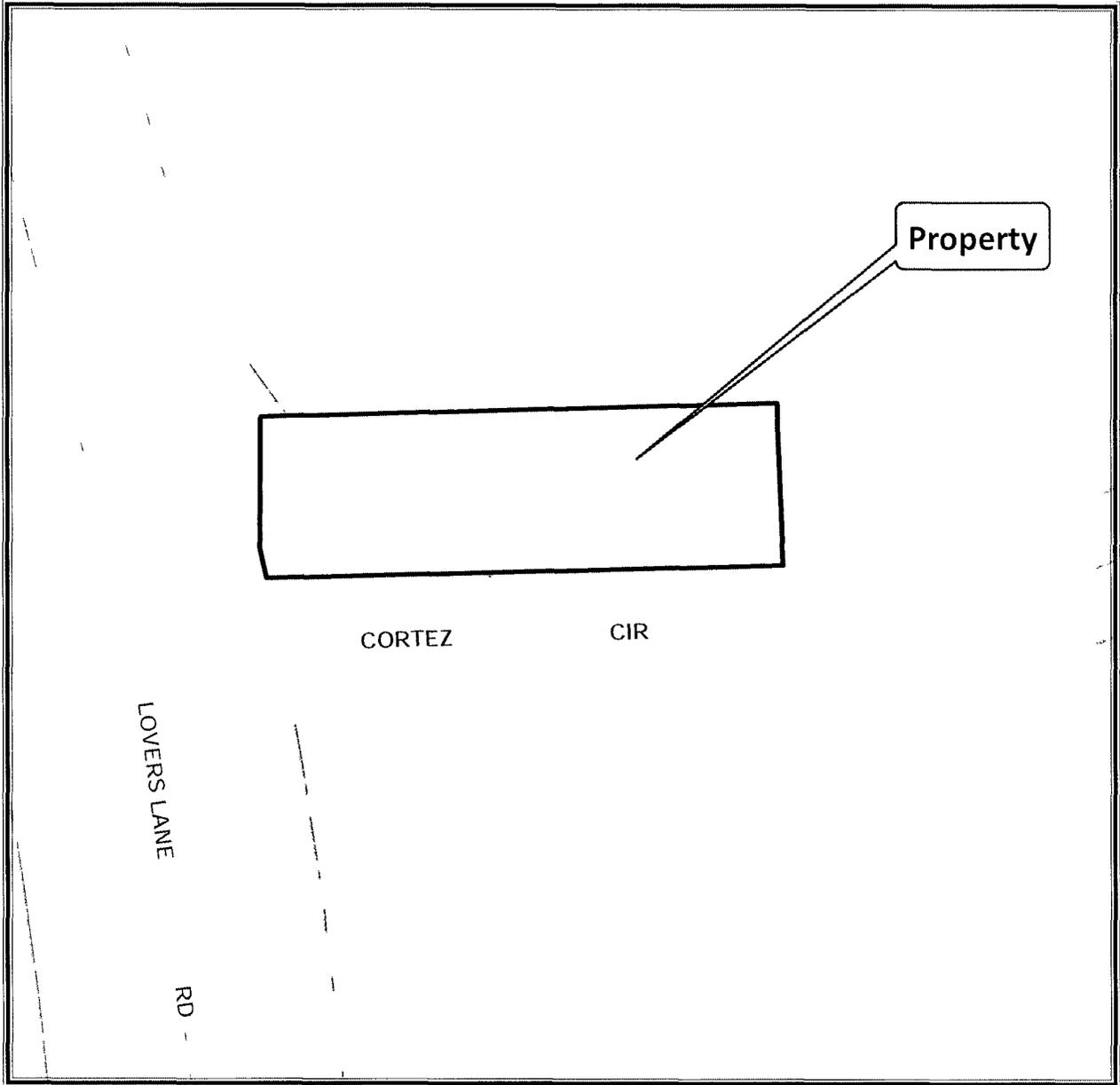
Planning Department
(414) 425-4024



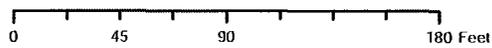
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



10504 W. Cortez Circle
TKN 747 9979 000



Planning Department
(414) 425-4024



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

Greg Nisenbaum
Nisenbaum Homes & Realty, Inc.
8103 S. Country Club Circle
Franklin, Wisconsin 53132
(414) 719 - 4244
gregoryn@nisenbaumhomes.com
www.nisenbaumhomes.com

07 / 14 / 2020

To : Mr. Regulo Martinez-Montilva, AICP
Associate Planner-Department Of City Development
City Of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132

The City Of Franklin Special Use Amendment Resolution No. 2019-7526 was passed and adopted on August 6, 2019. The Cortez Condominium Resolution, Declaration, and Plan was approved by Milwaukee County On March 19, 2020. The conditions in the Special Use Amendment have been satisfied with exception to condition # 3 (see attached). This condition states "the provision thereof with regard to the expiration of the Special Use permission is hereby extended to the expiration of one year from the date of adoption of this Resolution ".

Due to covid, the stock market, and other business related matters, I am respectfully requesting permission to extend the condition in the Special Use Amendment Resolution No. 2019-7526 for one year until August 6, 2021.

Thank you for your time in this matter !

Sincerely,


Greg Nisenbaum

Nisenbaum Homes & Realty, Inc.

Franklin
JUL 16 2020
City Development

GREGORY D NISENBAUM, PRESIDENT OF NISENBAUM
HOMES & REALTY, INC – SPECIAL USE AMENDMENT
RESOLUTION NO. 2019-7526

Page 2

the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969, in Reel/Volume 480, Image/Page 784, as Document No. 4464721; and

WHEREAS, the Department of City Development having recommended approval of the aforesaid amendments

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the upon the application of Gregory D Nisenbaum, President of Nisenbaum Homes & Realty, Inc., for the amendment of Resolution No. 2019-7473, that same be and is hereby amended as follows:

- 1 Condition No. 4. is hereby rescinded and deleted.
- 2 Condition No. 5. is hereby rescinded and deleted.
3. The Further Resolved provision providing for the establishment of the Special Use within one year from the date of adoption of Resolution No. 2019-7473 is hereby amended as follows: delete. “occupancy permit”, and in place thereof, insert: “building permit”; the provision thereof with regard to the expiration of the Special Use permission is hereby extended to the expiration of one year from the date of adoption of this Resolution Amending Resolution No 2019-7473
4. The woodlands and buildings areas depicted upon the Plat of Survey and Site Plan on the first two pages of Exhibit A of Resolution No. 2019-7473 are no longer applicable to the site and are hereby deleted.

BE IT FURTHER RESOLVED, that all of the other terms and provisions of Resolution No. 2019-7473 not amended as aforesaid, shall remain in full force and effect.

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 6th day of August, 2019.

Franklin

JUL 16 2020

City Development

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 09/01/2020</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p>Motion to allow the Director of Health and Human Services to sign Affiliation Agreement with Alverno College to host nursing and health education students.</p>	<p style="text-align: center;">ITEM NUMBER <i>G. 6.</i></p>

Affiliation agreement will allow Franklin Health Department (FHD) to host nursing students as well as health education students for internship and clinical placement hours. Interns can and will assist in many aspects of the work FHD does from extra staffing clinics and health education events to assisting with data collection and analysis. Hosting students also allows future job seekers an opportunity to have direct connection that may link to future open positions within the Health Department.

COUNCIL ACTION REQUESTED

Allow the Director of Health and Human Services to sign Affiliation Agreement with Alverno College to host nursing and health education students.



ALVERNO COLLEGE

ESTABLISHED 1887

**ALVERNO COLLEGE JoAnn McGrath SCHOOL OF NURSING
AND HEALTH PROFESSIONS
EDUCATIONAL AFFILIATION AGREEMENT
WITH**

FRANKLIN HEALTH DEPARTMENT

This **Educational Affiliation Agreement** (the “**Agreement**”), is made and entered into as of the _____ day of _____, 2020, by and between **Alverno College JoAnn McGrath School of Nursing and Health Professions** (hereinafter the “**SNHP**”) and Franklin Health Department (hereinafter the “**Clinical Entity**”).

WHEREAS, the SNHP offers programs in nursing and health professions leading to the bachelors of science in nursing degree, a masters of science in nursing, and various certificate programs, and

WHEREAS, the SNHP desires to provide supervised clinical experience and instruction for its nursing and health professions students (hereinafter the “**Students**”); and

WHEREAS, the Clinical Entity, in the interest of furthering the educational objectives of the SNHP, desires to make its facilities available to the Students for such experience and instruction; and

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby **AGREED**:

1. **Term and Termination of Agreement.** This Agreement shall become effective as of the date first written above and shall have an initial term of two years. Thereafter, this Agreement shall be automatically renewed for successive one-year terms unless terminated by either party as provided herein. Either party may terminate this Agreement without cause by giving the other party ninety (90) days written notice prior to the end of the then current term.
2. **Clinical or Fieldwork Experience** The Clinical Entity shall provide the opportunity for adequately prepared Students of the SNHP to perform clinical work under the supervision of faculty provided by the SNHP in accordance with section 4 (Instruction and Supervision) of this Agreement (hereinafter the “**Clinical Program**”). Except as noted herein, the Clinical Entity shall not be responsible for the supervision, instruction, or education of the Students but the Clinical Entity shall at all times retain responsibility and authority for the delivery of patient care to its patients.
3. **Preceptorships** In some instances, Students will be assigned to work with a Preceptor who is an employee or medical staff member of the Clinical Entity. In that event, the Clinical

Entity will retain responsibility and authority for the delivery of patient care to its patients, but also will be responsible for supervision and guidance of the Students.

4. Planning of Educational Program. The SNHP shall be responsible for the planning, implementation and execution of all educational aspects of its nursing program, including the Students' clinical nursing experience and instruction and matriculation, grading, promotion and graduation. The SNHP shall furnish the Clinical Entity with current information about its curriculum and clinical education goals and objectives prior to the start of each Student's clinical experience.

5. Instruction and Supervision. The SNHP shall provide faculty personnel (hereinafter the "Faculty") who will coordinate the teaching and supervision of Students assigned to the Clinical Entity. Faculty shall collaborate with the Clinical Entity to plan and implement individual Student assignments. Faculty may consult with Clinical Entity personnel as appropriate in conducting evaluations of Student performance. The Clinical Entity shall be responsible for assigning Students to clinical areas and patients, and, if appropriate, providing an individual preceptor (hereinafter the "Preceptor").

6. Notification of Program Requirements. The SNHP shall inform the Clinical Entity periodically regarding its academic calendar and course descriptions.

7. Equipment and Use of Facilities. The Clinical Entity shall provide equipment and supplies necessary for the administration of care by the Students. The Clinical Entity may also provide, but is not required to provide, suitable space for conferences connected with the Students' clinical instruction, for use by Faculty and Students. Faculty and Students may use the Clinical Entity's cafeteria during their clinical experience at their own expense.

8. Orientation for Faculty and Students. The Clinical Entity shall provide orientation for Faculty and Students regarding relevant Clinical Entity information, including policies, procedures, and rules with which Faculty and Students must comply.

9. Compliance with the Clinical Entity Rules. Faculty and Students will comply with all rules and regulations of the Clinical Entity to the extent they are presented at orientation or otherwise made available to Faculty and Students. Upon the Clinical Entity's request, the SNHP shall withdraw from the Clinical Program any Faculty member or Student who fails to comply with the Clinical Entity's rules and regulations.

10. Confidential Information.

(a) Faculty, Students, and other SNHP personnel will be informed of their obligation not to disclose any confidential material or information connected with the Clinical Entity or any of its patients. The SNHP recognizes and acknowledges that by participation of Faculty and Students in the Clinical Program at the Clinical Entity, the SNHP, its Faculty and Students, shall have access to the protected health information ("PHI") of the Clinical Entity's patients, as defined by the HIPAA Privacy Rule (42 CFR Parts 160 and 164) (hereinafter "Privacy Rule").

(b) The parties agree that the Students will be considered to be part of the Clinical Entity's "workforce," as defined by the Privacy Rule, for purposes of accessing, using or

disclosing PHI while participating in the Clinical Program. The parties further agree that this “workforce” designation shall be solely for purposes of complying with Privacy Rule requirements and will not create any type of agency or employee relationship between the Student and Clinical Entity or otherwise affect any provisions in this Agreement related to the independent status of the Students.

11. Removal of Students from the Clinical Entity. The SNHP shall remove a Student from the Clinical Entity upon request of the Clinical Entity, if the Clinical Entity determines that because of health, performance, or other reasons, such Student’s continued presence at the Clinical Entity is detrimental to the Student and/or any patient of the Clinical Entity.

12. Immunizations, Health Information and Background Checks. The SNHP will comply with the Clinical Entity’s requests for immunizations, health information and background check as needed to fulfill the objectives of this Agreement.

13. Emergency Medical Care. The Clinical Entity shall provide emergency medical care to Faculty and Students who become ill or who are injured while on duty at the Clinical Entity. The SNHP understands that the cost of such care shall be the responsibility of the individual receiving it.

14. Needle Stick Injury or Blood Borne Pathogen Exposure. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluid of another or other potentially infectious material while participating in the clinical education program at the Clinical Entity, the Clinical Entity agrees to provide the following services:

(a) Have the student seen by the Clinical Entity’s employee health service and/or emergency department as soon as possible after the injury;

(b) Initiate the standard protocol for the event at that Clinical Entity, in the usual manner to the extent possible.

15. The Student will be responsible for the costs of any and all care, testing, counseling and obtaining necessary follow up care.

16. Insurance.

(a) The SNHP shall provide coverage for each Student under its professional liability insurance policy with limits of \$1,000,000 per incident/\$3,000,000 annual aggregate and general liability limits of \$1,000,000 per incident/\$2,000,000 annual aggregate. The Clinical Entity shall carry general liability insurance with limits of \$1,000,000 per incident/\$2,000,000 annual aggregate consistent with good business practice and professional liability insurance as required from time to time by Wisconsin law, which currently requires limits of \$1,000,000/\$3,000,000.

(b) The SNHP will encourage each Student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such Student during his or her participation in the education program. The SNHP will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage.

(c) Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, offices, or agents in the performance of this Agreement. Neither party will be considered the agent or employee of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

17. Governing Law The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Wisconsin without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law

18. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or via email, to the Clinical Entity or the SNHP at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Clinical Entity:

Attention: _____

Phone: _____

Email: _____

If to the SNHP:

Attention: Clinical Coordinator

Becca Skidmore

Alverno College

School of Nursing

3400 South 43rd Street

P.O. Box 343922

Milwaukee WI 53234-3922

414-382-6278

becca.skidmore@alverno.edu

19. Prohibition Against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

20. Non-Discrimination. Each party is separately responsible to comply with any antidiscrimination law that applies to the party's activities under this Agreement. Neither party has a right unlawfully to discriminate against any Student in the Clinical Program.

21. Survival. SNHP and Clinical Entity expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

22. Severability. If any provision of this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement

23. Waiver. Neither the waiver by any of the parties hereto of a breach or of a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

24. Entire Agreement and Amendment: This Agreement is the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

FRANKLIN HEALTH DEPARTMENT

ALVERNO COLLEGE

Signature: _____

Signature. _____

Name _____

Name: Patti Varga PhD, RN, CNE

Title: _____

Title Dean of JoAnn McGrath School of Nursing and Health Professions and Professor

Date: _____

Date: _____

INSTRUCTIONAL SYLLABUS

TITLE:

Nursing in Complex Communities

COURSE NUMBER:

420

SECTION:

01

INSTRUCTORS:

Judeen Schulte, PhD, BSN

Ann Van Eerden, MSN, MS, CNE, NCSN

DEPT/DIV:

Joann McGrath School of Nursing and Health Professions

DELIVERY METHOD:

Interactive, Face-to-Face

DATES:

February 4 – May 21, 2020

OVERVIEW:

Building on previous coursework, theoretical concepts, and scholarly literature, the student creates approaches to complex health situations in local, national, and global contexts. The student will be challenged to synthesize multiple factors associated with complexity, consider dynamic interrelationships, and design innovative strategies to care for diverse populations and cultures. In doing so, the student must consider available resources and constraints.

PREREQUISITES:

- N 320 Theories of Holistic Nursing Management A completed
- N 321 Theories of Holistic Nursing Management B completed
- N 325 Clinical Nursing Practice 1 completed
- N 330 Theories of Holistic Nursing C completed
- N 335 Nursing Management of Aging Adults completed
- N 340 Nursing Management: Women and Children completed
- N 345 Clinical Nursing Practice II completed
- BSC 257 Stats for Health Professionals completed

REQUIRED TEXTS AND MATERIALS:

Hanna-Attisha, M. (2019). *What the eyes don't see: A story of crisis, resistance, and hope in an American city*. Manhattan, NY: Random Publishing House Group.
(The ISBN is 9780399590856.)

Internet and other resources will be assigned throughout the course.

All previous course texts and other materials as identified by course instructors including Internet resources

ALVERNO BSN PROGRAM OUTCOMES:

1. Applies leadership concepts and skills grounded in professional standards to support innovation and adaptation in evolving healthcare systems.
2. Integrates theories and evidence based practice using multiple ways of thinking to promote, restore, and maintain optimum health of diverse individuals, families, communities, systems, and global populations.
3. Integrates a global perspective with an understanding of self and others within the shared environment to promote health and well-being.
4. Promotes a culture of quality, safety, and inclusiveness through mindful practice of continuous quality improvement.

5. Communicates and collaborates effectively and professionally using a variety of modes.

COURSE OUTCOMES:

1. Accurately evaluates and uses theories, frameworks and models to measure and promote health in populations. (Program Outcomes 1, 2, 3; Problem Solving L5, 6; Valuing L5; Developing a Global Perspective, L4, 5)
2. Critiques existing interventions designed to address social justice issues for their potential to improve health and access to health resources. (Program Outcomes 1, 2, 3; Problem Solving L5, 6; Valuing L5; Developing a Global Perspective, L4, 5)
3. Imagines interventions that have the potential to impact organizational, community, or global health problems. (Program Outcomes 1, 2, 3, 4; Problem Solving L5, 6; Valuing L5, L6; Developing a Global Perspective, L4, 5)
4. Applies knowledge of multiculturalism to advocate for and inform interventions that are flexible and sensitive to diverse populations (Program Outcomes 1, 2, 3, 5; Problem Solving L5, 6; Valuing L5, L6; Developing a Global Perspective, L4, 5)

COURSE VALIDATIONS and ABILITY LEVELS:

Problem Solving: Solves problems effectively in professional situations

Level 5: Collaborates effectively in designing and implementing potential solutions to complex disciplinary problems.

Level 6: Independently adapts problem solving processes in addressing evolving professional situations, recognizing personal values and adhering to professional standards

Valuing in Decision-Making: Explores and applies value systems and ethical codes at the heart of the field

Level 5: Uses valuing frameworks of a major field of study or profession to engage significant issues in personal, professional, and civic contexts

Level 6: Consistently examines and cultivates own value systems in order to take initiative as a responsible self in the world

Developing a Global Perspective: Uses selected discipline theories to analyze the connections between and among complex global systems

Level 4 — Draws on disciplinary frameworks to articulate a perspective markedly different from one's own on a topic with global dimensions, demonstrating awareness of the worldviews underlying that perspective as well as the likely implications of holding the perspective

ASSIGNMENTS/ASSESSMENTS:

Assignments and assessments in the course include readings, written work, and responses to Forum questions on Moodle. Instructions and criteria for a Mid-semester Assessment and Final Assessment are included on the Moodle page.

Course evaluation is based on criterion referenced assessments and completion of assignments and self assessments.

- Book discussion, in-class and on Moodle
- Evidenced-based Practice Project
- Population Health Assessment
- Global health project
- Sentinel City discussion and assignments – **You will need your laptop for this.**

CALENDAR/SCHEDULE:

Your instructor will provide you with a course calendar that includes dates that the class meets and a schedule of dates that assignments and assessments are due.

EXPECTATIONS:

You are expected to be a **self-motivated, active learner** and **to engage in collaborative learning** in order to be successful in this course. Specifically, you are expected to:

1. Use prior learning experiences, demonstrate all abilities previously developed, and apply content mastered in your other courses.
2. Meet Communication criteria according to the level of the course and document written work using the standards set forth in the most current edition of the *APA Publication Manual*.
3. Demonstrate consistent application of the Social Interaction criteria in all course and clinical experiences.
4. Self assess all criterion-referenced performances and provide written narrative behavioral evidence.
5. Attend and actively participate in all scheduled classes, since learning is socially constructed. You are expected to complete reading assignments and other class preparation activities before scheduled classes in order to actively participate in the class. You are to turn in assignments as directed. **Late work will not be accepted unless an extension is negotiated in advance of the due date.**

Time Commitment

You are expected to devote the amount of time necessary to meet the outcomes for this course. The exact amount of time will vary from week to week.

Email

Your Alverno email is an official way the college uses to communicate with you. This includes all instructor communication. You are expected to read your Alverno email regularly. You can access student email through Outlook Web App (OWA) at <https://student.alverno.edu/>.

Attendance

Attendance is critical to your success in the course. You are expected to adhere to the policy, *Absences from Courses* found in the *Nursing Student Handbook*.

Deadlines

You are expected to submit assignments, supporting documents, and your self-assessment according to the course due dates so that you may receive feedback identifying strengths and areas to continue to develop within a course. Non-submission of assignments according to course timelines may only occur if there has been prior negotiation for extension of the due date.

Class Participation/Decorum

Attend and actively participate in all scheduled classes, since learning is socially constructed. You are expected to complete reading assignments and other class preparation activities before scheduled classes in order to actively participate in the class.

Contacting Your Instructor

Ann Van Eerden E-mail: ann.vaneerden@alverno.edu
Office Phone: 414-382-6282 Office Location: CH 232
Cell Phone: (for emergency use or texting): 414-531-7387

Judeen Schulte E-mail: judeen.schulte@alverno.edu
Office Phone: 414-382-6284 Office Location: CH 332
Cell Phone: (for emergency use or texting): 414-793-3167

Unforeseen Circumstances

If class is cancelled due to a snow day, instructors will e-mail the class regarding content that was to be covered that day and your responsibility for that content. If an assessment was planned for that day, instructors will e-mail you the date and time of the make-up assessment as soon as arrangements can be made.

© Copyright and Fair Use:

Disclosure Requirements related to Copyright Infringement as required by the Higher Education Opportunities Act (HEOA) (Public Law 110-315)

The act requires colleges to disclose on an annual basis to current and prospective students, policies and sanctions related to copyright infringement and illegal file sharing. The act and thus this document are not intended to address the practice of good writing, citing appropriately, use and integration of other works into one's own, etc. in the various disciplines.

As a college student using Alverno College's technology resources, you are required to comply with copyright laws. Illegal downloading of movies and music is just that: illegal, and traceable back to the user. It is also illegal to take texts, images, web-pages, and computer programs from the Internet or other sources without getting permission from the creator. College students have been successfully prosecuted for copyright violations.

However, much of the material in the Library and on the Internet can be used for educational purposes by following Fair Use Guidelines. You may use approximately 10% of a written text, of images out of a book, or information from a web-page for a course project. You can also play excerpts from movies and music. Of course, when you do use materials that you have not personally created, you must give full credit to the originator.

Additionally, there are resources available at Alverno College that have been paid for and are yours to use. These include library databases that offer free music streaming, web-pages that encourage student use (such as OWL at Purdue), ARTstor, which offers millions of images, and much more. Visit your Library and your Library Web-Page often for resources and updates.

For more information on copyright laws and fair use, [refer to the library's copyright resources.](#)

Other Important Alverno College Technology Use Policies

From *Alverno Student Handbook*

Be Ethical

Accurately identify yourself and your affiliations; use the Alverno College name only for official school business; use Alverno College technologies for lawful purposes only.

Be Respectful

Do not share confidential information; do not send offensive communications or materials; do not send chain letters, spam, or unsolicited advertisements.

Be Secure

Do not share your password; change your password when prompted; if you are using a personal computer, it must have an anti-virus software.

Accessibility:

Alverno College makes every effort to provide accessible facilities and programs for individuals with disabilities. For accommodations/services please contact Colleen Barnett, Student Accessibility Coordinator, colleen.barnett@alverno.edu, 414-382-6026.

Academic Honesty

Throughout your studies at Alverno College, you will be exposed to a variety of learning styles and experiences. In some classes faculty require students to complete assignments in small-group work sessions while others may require students to complete work on an independent basis. Both experiences can be stimulating and rewarding. Each academic experience at Alverno requires that you take responsibility for your own work in accordance with the instructions of your professor and with sound academic principles. Each student is expected to conduct her work, both inside of the classroom and in independent research in ways that are academically honest.

Academic honesty is a basic requirement of the Education programs. Failure to comply with procedures that are academically honest is grounds for failing a class, being dismissed from a particular program or being dismissed from the college.

Professional Behavior

Appropriate professional behavior is expected of all students. Your professionalism in this course must be of the highest standards. Included within the realm of professionalism is your ability to interact appropriately with other students and the professor in class and online. Unprofessional behaviors will be addressed by the instructor and may result in an unsatisfactory progress code.

Netiquette

All students are expected to follow netiquette standards when participating in this class. The following is a link to *Online Etiquette (Netiquette): Good Practices for Communicating*

and Participating Online, created by the Madison Area Technical College:
<http://madisoncollege.edu/online-etiquette-guide>.

Courtney Day

From: Ann VanEerden <ann.vaneerden@alverno.edu>
Sent: Thursday, August 20, 2020 12:41 PM
To: Courtney Day
Cc: Judeen Schulte
Subject: Alverno College Students
Attachments: Franklin Health Department unsigned contract.pdf, N 420 Complex Communities Sp 2020 Syllabus-6 docx, N 425 Clinical Sp 2020 Syllabus r-3 docx

Hello, Courtney:

It was a pleasure meeting with you, and Lauren and Ellen this morning. Thank you for your willingness to take on a Health Education intern during this pandemic. On behalf of Alverno College, we are grateful to you and your organization for your support of our students.

This email is a follow up to our conversation. I've attached the MOU. When you have completed it, I will return a copy with our Dean's signature.

As for the nursing students, we are grateful for your consideration. Here are the details:

1. Our clinical groups have 8 or less students plus an instructor who is onsite (or on campus) with the students. Our semester runs August 26th through November 25. The timing for our clinical is Tuesdays from 8:00 - 4:30 however, the instructor can set the exact timing with you.
2. As I mentioned, our goal is to support the work of your department, while the students learn more about public health and public health nursing. There are many ways that our students might support your work: potentially preparing social media messages or resources such as online events, holding an onsite clinic, home visiting with selected persons over the semester, and/or other activities as determined by our community assessment and ongoing collaboration.
3. As you requested, I have attached last semester's syllabus for the clinical course and its accompanying theory course. This should provide greater detail as to the content of the courses.
4. Below is the contact information for myself and my partner in the nursing course.

a. Ann Van Eerden E-mail: ann.vaneerden@alverno.edu
Office Phone: 414-382-6282 Office Location: CH 232
Cell Phone: 414-531-7387

b. Judeen Schulte E-mail: judeen.schulte@alverno.edu
Office Phone: 414-382-6284 Office Location: CH 332
Cell Phone: 414-793-3167

Thank you again! I will electronically introduce you to Holly, the Health Education intern in my next email to you.

We look forward to hearing from you!

Kind regards,

Ann

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 09/01/2020</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p>Motion to allow the Director of Health and Human Services to accept the Centers for Disease Control (CDC) COVID-19 Response Supplemental Funding.</p>	<p style="text-align: center;">ITEM NUMBER <i>G. 7.</i></p>

Background: In March, the President signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act. This act provides funding to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19). The Office of Preparedness and Emergency Health Care (OPEHC) is providing CDC COVID-19 funding to support local public health agencies by allocating funding to help address priority response needs. Reimbursement may be allowed for costs incurred on or after January 20, 2020 through March 2021.

The Centers for Disease Control (CDC) awarded to the Franklin Health Department (FHD)

- COVID-19 Response Supplemental Funding: \$39,727

Analysis: Allowable activities for the funds include any expenses occurred related to the following emergency preparedness domains:

- Incident Management for Early Crisis Response
- Jurisdictional Recovery
- Information Management
- Countermeasures and Mitigation
- Surge Management
- Biosurveillance

A preliminary budget was due to Wisconsin Department of Health Services on July 31, 2020. The majority of these grant funds will go toward future overtime expenses incurred by FHD staff for COVID-19 response and follow-up as well as additional supplies and potential contracted services.

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 Centers for Disease Control (CDC) COVID-19 Response Supplemental Funding.

CDC COVID-19 Response Supplemental Funding

Local Public Health Agency and Tribal Health Center Guidance

May 11, 2020

I. Summary

On January 20, 2020, the federal government declared a public health emergency in response to COVID-19. On March 6, 2020, the President signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) (Coronavirus Supplemental). This act provides funding to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19). On March 12, 2020, Governor Evers declared a public health emergency in Wisconsin in response to COVID-19.

Consistent with guidance from the Centers for Disease Control and Prevention (CDC) and other applicable grant regulations and guidance, the Office of Preparedness and Emergency Health Care (OPEHC), is providing CDC COVID-19 funding to support Local Public Health Agency and Tribal Health Center activities that align with any prioritized CDC COVID-19 activities in the following capability domains: Incident Management for Early Crisis Response, Jurisdictional Recovery, Information Management, Countermeasures and Mitigation, Surge Management, and Biosurveillance.

Statutory Authority

This program is authorized under section 311(c)(1) of the Public Health Service Act (42 USC 243(c)(1)) and the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)

II. Use of Funds

Local Public Health Agencies and Tribal Health Centers may use discretion to allocate this funding to address their highest priority response needs in the identified capability domains. With prior approval from OPEHC, reimbursement may be allowed for costs incurred on or after January 20, 2020, for certain preparedness and response activity expenses associated with COVID-19 related to any capability domain listed in this guidance document.

*Please Note. All quarantine/isolation expenses should continue to be charged against GPR, using the corresponding CARS profile (105000 for LHD, 65598 for tribes) until advised otherwise. Should LPHA's be notified that funding is no longer available, the CDC COVID-19 Crisis funding may be used to meet those expenses.

Financial Management Requirements and Exceptions

- This is one-time funding. Recipients must obligate funding and complete approved activities within the performance and budget period
- Funding must be used to implement activities outlined in the list of allowable activities.

Unallowable Costs

Restrictions that must be considered are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

III. Key Timeframes

- The budget period for this award is 12 months, March 16, 2020 – March 15, 2021.
- With prior approval from OPEHC, reimbursement may be allowed for certain pre-award costs incurred between January 20, 2020 and March 15, 2020, for expenses related to surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities associated with COVID-19 response activities.
- All eligible expenditures to be charged to this award must be made within 90 days after the end of the budget period.

IV. Budget and Budget Narrative, Submission and Reporting

This funding requires submission of a budget that includes a budget narrative, and a year-end progress report. Funding will be available in a designated subaccount for COVID-19 activities. Neither match nor maintenance of effort is required.

1. Budget and Budget Narrative

The budget must include

- Salaries and wages
- Fringe benefits
- Consultant costs
- Equipment with quotes
- Supplies

Appendix 1. Funding Allocations

Adams County Public Health Department	\$ 36,936.00
Appleton City Health Department	\$ 53,243.00
Ashland County Health Department	\$ 36,973.00
Barron County Health Department	\$ 48,361.00
Bayfield County Health Department	\$ 38,528.00
Brown County Health Department	\$ 121,793.00
Buffalo Co. H&H Services Dept.	\$ 34,018.00
Burnett County Health Department	\$ 35,729.00
Central Racine	\$ 95,007.00
Calumet County Health Department	\$ 40,430.00
Chippewa Co Dept of Public Health	\$ 55,400.00
City of Menasha Health Department	\$ 32,514.00
City of Racine Health Department	\$ 62,397.00
Clark County Health Department	\$ 46,714.00
Columbia County Health Department	\$ 50,900 00
Crawford County Health Department	\$ 34,770.00
Cudahy Health Department	\$ 32,799 00
Dane County Human Services Dpt.	\$ 242,965.00
DePere Department of Public Health	\$ 34,412.00
Dodge Co Human Srvc & Health Dept	\$ 60,151.00
Door County Health Department	\$ 39,031.00
Douglas County Health Department	\$ 48,885.00
Dunn County Health Department	\$ 47,311 00
Eau Claire City/Co. Health Department	\$ 69,789.00
Florence County Health Department	\$ 29,484 00
Fond du Lac Health Department	\$ 69,468 00
Forest County Health Department	\$ 33,995.00
Franklin Health Department	\$ 39,727.00
Grant County Public Health Department	\$ 52,387.00
Green County Health Department	\$ 42,659.00
Green Lake County Health Department	\$ 35,027 00
Greendale Health Department	\$ 31,121.00
Greenfield Health Department	\$ 40,707.00
Hales Corners Health Department	\$ 28,232.00
Iowa County Health Department	\$ 38,217.00
Iron County Health Department	\$ 31,449 00
Jackson Co. H&H Services Dept	\$ 38,658.00
Jefferson County Health Department	\$ 54,835 00

Waupaca County Human Services	\$ 49,904.00
Waushara County Health Department	\$ 38,578.00
Wauwatosa Health Department	\$ 43,092.00
West Allis Health Department	\$ 52,196.00
Winnebago County Health Department	\$ 136,839.00
Wood County Health Department	\$ 58,694.00
TOTAL	\$ 4,950,904.00

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 1, 2020
Reports and Recommendations	The Director of Health and Human Services recommends the authorization to execute a service agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division for medical services related to COVID-19 testing.	ITEM NUMBER <i>G.8.</i>

Background: Community and employer-based testing for COVID-19 has been handled enlarge part by the Wisconsin National Guard, however the scope of this mission is being scaled back throughout the State in the coming weeks. In order to continue to provide adequate testing within the community additional testing capacity is needed within the Milwaukee County area. This agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division (OEM-EMS) will allow the Health Department to request testing as needed within our jurisdiction.

Analysis: Local health departments do not have the staffing capability to conduct community testing on their own and must rely on outside assistance to maintain adequate testing resources available to all members of the Franklin community. This agreement allows for access to testing resources utilizing our already strong partnership with the Milwaukee County OEM.

Fiscal Note: All charges incurred from the utilization of medical services from the Milwaukee County Office of Emergency Management Emergency Medical Services Division 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 service agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division for medical services related to COVID-19 testing.



SERVICE AGREEMENT

between

FRANKLIN PUBLIC HEALTH DEPARTMENT

and

MILWAUKEE COUNTY OFFICE OF EMERGENCY MANAGEMENT

EMERGENCY MEDICAL SERVICES DIVISION

FOR THE PROVISION OF MEDICAL SERVICES

THIS AGREEMENT is entered into as of the _____ by and between Franklin Public Health Department ("PHD"), and by Milwaukee County ("County"), as represented by its Office of Emergency Management Emergency Medical Services Division ("OEM-EMS"), for the provision of medical services during the COVID-19 Pandemic. Together, PHD and OEM-EMS, shall be referred to as "Parties"

RECITALS:

WHEREAS, The residents of Milwaukee County have suffered a tremendous impact, socially and economically, due to the COVID-19 Pandemic, and

WHEREAS, testing capabilities and capacities have been limited for several reasons resulting in challenges to gain a perspective of the burden of disease both individually as well as in the community and impacts of reopening businesses and operations, and

WHEREAS, OEM-EMS emergency medical services staff (collectively, the "staff") are participants in the Milwaukee County EMS system, providing seamless collaboration and operational capacity to assist the municipalities in a community oriented regional EMS response, and

WHEREAS, the Wisconsin National Guard, who have been assisting with testing efforts, will be ending

their presence in the near future, and

WHEREAS, PHD requests OEM-EMS to provide medical services during the COVID-19 Pandemic to include, but not be limited to, scheduled specimen collection and mass vaccination administration

NOW, THEREFORE, in consideration of the objectives of the Parties and the mutual benefits accruing to the Parties from performance of the covenants herein made, it is mutually agreed that this Agreement sets forth their respective responsibilities in conjunction with the provision of providing medical services to PHD

ARTICLE I. PURPOSE AND SCOPE

- A This Agreement will define services provided, responsibilities of medical equipment, responsibilities related to staffing of Emergency Medical Services (EMS) providers and cost responsibilities
- B This Agreement will cover medical services required by PHD, for events scheduled within the municipality
- C This Agreement will provide properly trained and licensed emergency medical services staff to provide non-emergent medical services to citizens of municipalities requesting services

Unless this Agreement is terminated earlier as provided herein, the services pertaining to this Agreement shall be in force from _____ until December 31st, 2021. If PHD and the County have agreed to an extension or modification of this Agreement, but the County Board of Supervisors has withheld approval of the extension or modification, the County shall only be held liable for services provided to PHD, up until such action by the County Board of Supervisors. At any time during the Term, either PHD or the County may terminate this Agreement, for any reason or no reason at all, effective thirty (30) days after written notice of termination is delivered to the other Party. Upon termination of this Agreement, all County equipment must be returned, and all rights and obligations of the Parties shall terminate as of the date of termination.

ARTICLE II. COUNTY RESPONSIBILITIES AND REQUIREMENTS

- A County will provide properly trained and licensed emergency medical services staff to provide non-emergent medical services to citizens and businesses during COVID-19 as determined by PHD
- B The OEM Director will be administratively responsible for all other aspects of the medical services. The OEM Director will act as primary liaison between County and PHD
- C A supervisor (OEM-EMS Supervisor) will be provided by County to be responsible for overseeing day-to-day operations during events. In addition to management of medical services and EMS team

member responsibilities, the EMS Supervisor will be responsible for keeping and submitting requested documents to PHD, maintaining records, scheduling, implementing and monitoring of policies, procedures and protocols developed through consultation with PHD. The number of hours allotted to the EMS Supervisor to perform administrative duties will be determined by County

- D County will be responsible for the setting up and maintaining organization of the service station(s) in a manner conducive to providing medical services, and providing medical staffing as requested
- E All County personnel working at PHD events must follow established medical policies and Standard of Care guidelines outlined by OEM-EMS County shall complete all initial screening of such personnel
- F In addition, all County personnel working at PHD events must follow policies and guidelines created by County which are established. All staff must display their County credential as part of their uniform
- G All personnel assigned to the PHD events shall wear such uniforms as directed by County including PPE which shall be determined by the EMS Medical Director and EMS Division Director.
- H County shall provide a recommendation to PHD on the proper number of EMS staff to be scheduled for a given event This determination may be made in consultation with the County EMS Medical Director
- I County staff will participate in the specimen collection of samples from patients, patient labeling, and information briefing related to the process Other services such as vaccinations may be discussed and mutually agreed upon between the Parties as needed
- J County will provide an EMS Medical Director for oversight of the CORE program with guidance and medical expertise of the EMS services only The current agreement between County and the Medical College of Wisconsin (MCW) is agreement 18-880 for reference

ARTICLE III. PHD RESPONSIBILITIES AND REQUIREMENTS

- A PHD will provide adequate parking spaces for County personnel working events
- B PHD shall keep County advised of the schedule of private and public events and any changes thereto in a timely manner
- C PHD will supply an on-site representative, as feasible, for each event to assist with ensuring correct processes PHD will also supply an interpreter should the need for translation services be identified
- D PHD shall allow County to provide signage identifying that the events are staffed by OEM-EMS staff
- E PHD will be responsible for coordinating all patient notification, follow-up, WEDSS entry and contact

tracing

F PHD shall reimburse County for costs of personnel and necessary equipment and supplies as follows

(a) PHD(s) requesting this service to be made available shall subscribe to the service in semi-annual payments as outlined in Appendix A to OEM-EMS The subscription will cover costs related to

- Program Administration
- Equipment needed to operationalize services
- Training for EMS Staff

(b) County shall invoice PHD monthly for all such costs incurred in the prior month

(c) Hourly rates for services will be set by County and detailed in Appendix A of this agreement Changes to hourly rates requires a 30-day written notice to the PHD(s)

(d) MCW shall invoice OEM-EMS for Medical Director services every 3 months for services provided at the rate outlined in Appendix A of this agreement

ARTICLE IV. COUNTY EQUIPMENT RESPONSIBILITIES AND REQUIREMENTS

A County will supply tent structure(s), tables, dividers and chairs to allow for flow for the services provided

B County will supply electronic devices for each team to complete any documentation required

C County will provide adequate PPE as directed by EMS Medical Director

D County will provide all materials required to properly decontaminate equipment and workspace

E County will provide appropriate outdoor attire as part of the EMS uniform

F County will provide supplies to complete the service(s) requested

G County will organize a courier service for transport(s) if necessary

ARTICLE V. LIABILITY AND RISK ALLOCATION REQUIREMENTS; INSURANCE

A If the Agreement is not terminated all terms and conditions shall remain the same unless modified in writing and agreed to by both Parties prior to October 1 of each year, all Parties shall meet to negotiate in good faith any changes to the costs set forth in Article III (F) of this Agreement

B The Parties shall mutually defend, indemnify, and hold harmless one another as follows County will

bear the responsibility and resultant liability for claims, actions damages, liability and expenses, including defense costs and attorney fees, in connection with loss of life, personal injury, or damage to property of anyone including County employees, agents or representatives arising from or out of any (a) wrongful, intentional, or negligent action or omission by County employees, agents, or representatives, or (b) any claim alleging that an agent, employee or contractor of County is an employee of PHD Nothing in this Agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law

PHD will bear the responsibility and resultant liability for claims, actions, damages, liability and expense, including defense costs and attorney fees, in connection with loss of life, personal injury, or damage to property arising from or out of any wrongful, intentional, or negligent action or omission by PHD employees, agents, or representatives

- C County Insurance Milwaukee County is permissibly self-insured This means that Milwaukee County is a municipal body corporate that self-funds for liability under §§ 893 80 and 895 461 of the Wisconsin Statutes, as well as automobile liability under § 345 05, Stats Milwaukee County is also permissibly self-insured under § 102 28(2)(b), Stats for workers' compensation

ARTICLE VI. GENERAL PROVISIONS

- A Neither Party may assign, transfer, suffer or permit its rights or obligations under this Agreement or any part of them to be used by or transferred to others, without the prior written consent of the other Parties Notwithstanding the foregoing, PHD may, without the consent of County, (i) assign its rights and obligations hereunder to any affiliate of PHD or any other entity that has the right to grant the rights under this Agreement (including any successor operator of the Event), so long as said party assumes the obligations of PHD , (ii) assign this Agreement to an acquirer of all or substantially all of PHD assets, and (iii) collaterally assign this Agreement to a third party
- B This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County
- C In connection with the performance of work under this contract, all Parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s 51 01(5), sexual orientation or national

origin This provision shall include, but not be limited to the following employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship Except with respect to sexual orientation, County further agrees to take affirmative action to ensure equal employment opportunities County agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause

- D In their performances under this Agreement, the Parties shall comply in all respects with all federal, state, county, and municipal laws
- E The relationship created by this Agreement is that of independent contractors Nothing in this Agreement shall be construed so as to constitute the Parties as joint ventures or partners or to make either Party the agent of the other or to make either Party liable for the debts or intentional or negligent acts of the other Neither Party shall have or hold itself out as having any power or authority to bind, create liability for, or otherwise act on behalf of the other
- F All notices, requests, demands or other communications, required under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, first class, postage prepaid, certified or registered mail, return receipt requested, to the following address, unless another address shall have been given to the other Party in writing, in which event they shall be delivered or mailed to such other address

To Contractor
Franklin Health Department
Attn Courtney Day
9229 W Loomis Rd
Franklin, WI 53132

To County
Office of Emergency Management
Attn Cassandra Libal
633 W. Wisconsin Ave, Suite 700
Milwaukee, WI 53203

ARTICLE VII. CONFIDENTIALITY / PRIVACY PRACTICES

- A Patient care records generated by County staff as part of providing patient care at events at the Event will remain property of County and protected by the Health Insurance Portability and Accountability Act (HIPAA)
- B The Event shall carry out its obligations under this Agreement in compliance with the privacy

regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, *et seq*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of PHD services provided hereunder. In conformity therewith,

C PHD agrees that they will

- i. Not use or further disclose PHI other than as permitted under this Agreement or as required by law,
- ii. Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement,
- iii. To mitigate, to the extent practicable, any harmful effect that is known to PHD of a use or disclosure of PHI by PHD in violation of this Agreement,
- iv. Ensure that any agents or subcontractors to whom PHD provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to PHD with respect to such PHI,
- v. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining PHD's and County's compliance with HIPAA, and
- vi. At the termination of this Agreement, return or destroy all PHI received from, or created or received by PHD on behalf of County, and if return is infeasible, the protections of this Agreement will extend to such PHI

D The specific uses and disclosures of PHI that may be made by PHD on behalf of County include

- i. Review of patient care information as required for treatment, payment and health care operations
- ii. Uses required for contact tracing and Public Health Department official business
- iii. Other uses or disclosures of PHI as permitted by HIPAA privacy rule and Wisconsin State Statutes

E Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by County, in its sole discretion, if County determines that PHD has violated a term or provision of this Agreement

pertaining to County service obligations under the HIPAA privacy rule, or if PHD engages in conduct which would, if committed by County, result in a violation of the HIPAA privacy rule by County

SIGNATURE PAGE FOLLOWS

Courtney Day

From: Jesse Wesolowski <jweslaw@aol.com>
Sent: Wednesday, August 12, 2020 2:43 PM
To: Courtney Day
Subject: Re: CORE Team Fee Schedule (Revised) and IGA

Ok on this end. Would in a nothing else for us to do world make some very minor changes, but not worth it. Would add the standard Mayor, Clerk and Treasurer signature lines as previously done, or else the action sheet should authorized the Health Officer to execute and deliver. Thanks.

On Aug 7, 2020, at 2:39 PM, Courtney Day <CDay@franklinwi.gov> wrote:

Hi Jesse

This is a draft of an Inter-governmental agreement between the Franklin Health Department and the Milwaukee County Office of Emergency Management. The purpose of this is to maintain COVID community testing capacity in the region after the National Guard missions end. The CORE team would be available to test businesses if there are outbreaks as well as set up community testing site for the general public for a fee.

The funding for this would come from one of the CARES Act grants we received specific to testing. Currently Franklin has up to \$70,000 for these types of charges from now until 12/31/2020.

Let me know if there are any changes you'd like to see from the Franklin perspective. Each municipality has to sign their own IGA is my understanding.

Courtney

From: Pojar, Dan <Dan.Pojar@milwaukeecountywi.gov>
Sent: Friday, August 7, 2020 12:13 PM
To: Ann Christiansen <achristi@nshealthdept.org>; Bob Leischow <bleischow@westallswi.gov>; Courtney Day <CDay@franklinwi.gov>; ddubois <ddubois@oakcreekwi.org>; Darren Rausch <Darren.Rausch@greenfieldwi.us>; ove <ove@smwi.org>; Kowalik, Jeanette <JKOWAL@MILWAUKEE.GOV>; kradloff <kradloff@halescornerswi.org>; katiel <katiel@ci.cudahy.wi.us>; Laura Conklin <lconklin@wauwatosanet.net>; Tomaro, Nick <ntomar@milwaukee.gov>; sshepard <sshepard@greendale.org>
Cc: Weston, Benjamin <beweston@mcw.edu>; Torres, Griselle <gtorres@milwaukee.gov>; Paradis, Heather <hparad@milwaukee.gov>
Subject: CORE Team Fee Schedule (Revised) and IGA

All,

Sorry I was unable to join this morning for local PHO meeting. Some good news however, after consulting with our business office, we determined we could offer 2 tiers of pricing for hourly wages to cover costs responsibly - \$40/hr and \$50/hr. Also, we have added the specific language "up to" for the subscription fee and courier costs as those could decrease in the future.

Please see the attached items and run them by your legal for review. If there are further edits by your legal review, no problem – the agreement is easy to adjust. Once reviewed I will start the signing process.

We have ordered our equipment and are awaiting delivery, then we will host a training session to prepare our personnel appropriately. Hazard pay is still getting approved by the county executive's office, the county board is in recess during August, but I am exploring our options to see if we can start and provide retroactive pay.

Stay safe,
-Pojar

Dan Pojar, BSEMS, FP-C, NRP
EMS Division Director
Office of Emergency Management
633 W Wisconsin Ave., Suite 700, Milwaukee, WI 53203
O (414) 226-7354 | **M (414) 374-3837** | F (414) 369-6696
dan_pojar@milwaukeecountywi.gov
[Web](#) | [Facebook](#) | [LinkedIn](#)

This communication and any attachment(s) may include information that is protected from disclosure under the Freedom of Information Act, 5 U.S.C. § 552, or excepted from disclosure under the Wisconsin Public Records Law, Wis. Stat. §§ 19.31-19.39

<image001.png>

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.

<Appendix A (Fee Schedule).docx><TEMPLATE PHD AGREEMENT v3.docx>

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<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Sept 1, 2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO MOVE \$30,000 OF CONTINGENCY APPROPRIATIONS FOR THE S 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS AND \$7,000 FOR THE W RAWSON AVE STREET LIGHT PROJECTS</p>	<p>ITEM NUMBER <i>G.9.</i></p>

Background

On Jan 7, 2020 the Common Council approved a contract for S 68th St Vertical Alignment Improvements and approved the use of \$30,000 of Capital Improvement Fund Contingency appropriations for the project.

On Feb 17, 2020 the Common Council approved up to \$15,000 of Contingency appropriations to install street lights along W Rawson Ave from S Lovers Land Road (USH 45) east to W Hawthorne Lane.

Analysis

To improve the readability of financial reports, a budget amendment is recommended to move these projects from Contingency to Public Works appropriations.

Recommendation

Staff recommends the attached budget amendment moving \$45,000 of Contingency appropriations in the Capital Improvement Fund to Public Works projects for the S 68th Street Vertical Alignment improvement and the W Rawson Ave streetlight projects.

COUNCIL ACTION REQUESTED

Motion approving an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the Capital Improvement Fund to move \$30,000 of contingency appropriations for the S 68th Street vertical alignment improvements and \$7,000 for the W Rawson Ave street light projects

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020_____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO MOVE \$30,000 OF CONTINGENCY APPROPRIATIONS FOR THE S 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS AND \$7,000 FOR THE W RAWSON AVE STREET LIGHT PROJECTS

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, on January 7, 2020 the Common Council approved \$30,000 of Contingency appropriations in the Capital Improvement Fund for the S 68th Street vertical alignment improvement project; and

WHEREAS, on February 17, 2020 the Common Council approved \$15,000 of Capital Improvement Fund Contingency appropriations for street lights along W Rawson Ave from S Lovers Lane Road east to W Hawthorne Ave; and

WHEREAS, reporting these expenditures as Public Works projects rather than contingency expenditures improves transparency of financial reporting.

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

Section 1 That a 2020 Budget for the Capital Improvement Fund be amended as follows:

Contingency	Decrease	\$45,000
Pub Works – Streetlights	Increase	\$15,000
Pub Works – Street Improvements	Increase	\$30,000

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

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 7, 2020
Reports & Recommendations	RESOLUTION TO AWARD THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS PROJECT TO THE WANASAK CORPORATION FOR \$298,430.00	ITEM NO. <i>E. 4.</i>

BACKGROUND

As directed by Common Council on December 3, 2019, Staff solicited bids for the S. 68th Street Vertical Alignment Improvements on December 26, 2019.

Lakeside Engineers performed the design services for the project. Bids for the project were received in conjunction with the 2020 Road Program.

ANALYSIS

Three bids were received on December 26, 2019. The summary of the unit price bids are attached and totals are as follows:

- \$298,430.00 The Wanasak Corporation (Burlington, WI)
- \$304,580.36 Musson Brothers (Waukesha, WI)
- \$407,338.50 AW Oakes (Racine, WI)
- \$266,531.03 *Engineers Opinion of Probable Cost*

Staff recommends that Wanasak is the lowest, responsive, and responsible bidder for this project.

The City has 60 days to award the contract (February 24, 2020).

OPTIONS

- A. Award contract to Wanasak for \$298,430.00; 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 on this unit price project is \$29,843.00, or a total project budget of \$328,273.00. If needed, Capital Improvement Contingency Fund will be needed.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution to award the S. 68th Street Vertical Alignment Improvements project to The Wanasak Corporation for \$298,430.00.

Engineering Department: GEM

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 17, 2020
REPORTS AND RECOMMENDATIONS	RELOCATION OF CITY AND WE ENERGIES LIGHTS TO ACCOMMODATE MILWAUKEE COUNTY'S REHABILITATION OF W. RAWSON AVENUE (CTH BB) FROM S. LOVERS LANE ROAD (USH 45 / STH 100) TO W. HAWTHORNE LANE	ITEM NUMBER <i>8.16.</i>

BACKGROUND

Milwaukee County is rehabilitating W. Rawson Avenue (CTH BB) from S. Lovers Lane Road (USH 45 / STH 100) to W. Hawthorne Lane in the summer of 2020. Recently, the City of Franklin was advised that there are lights that need to be relocated. Some lights were just installed with the Ballpark Commons Project and other lights in the vicinity of S. Lovers Lane and S. 92nd Street are WE Energies lights for which the City pays monthly rental fees.

ANALYSIS

Per WE Energies tariff, the City is obligated to pay for the relocation of the lights owned by WE Energies. The quote from WE Energies to relocate the work is \$3,662.00 and will increase the net monthly rates by \$0.32.

The City will need to pay for the relocation of lights owned by the City in the vicinity of W. Hawthorn Lane. When DPW is unable to perform light maintenance, Pro-Electric helps as needed to complete the work. The City is working with the County to avoid this additional work, but if needed, this work could be as much as \$15,000.

OPTIONS

- A. Authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate the County's reconditioning project of W. Rawson Avenue.
- B. Refer back to Staff with further direction.

FISCAL NOTE

There is \$145,000 of Contingency in the Capital Improvement Fund available to support this project.

COUNCIL ACTION REQUESTED

(Option A) Authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate the County's reconditioning project of W. Rawson Avenue for not to exceed \$20,000 from the 2020 contingency funds.

Engineering: GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 1, 2020
REPORTS & RECOMMENDATIONS	Engage Ehlers for Dissemination Agent Agreement for Issuer Continuing Disclosure Services for 2021 Required Under Securities and Exchange Commission Rule 15c2-12	ITEM NUMBER <i>G.10.</i>

Background

When the City issues debt that is sold in the market place, the debt sale includes a Continuing Disclosure Agreement. That Agreement obligates the City to make certain financial disclosures within certain time frames to the market place.

In January 2015, the Common Council authorized the engagement of Ehlers & Associates as Dissemination Agent for Issuer Continuing Disclosure Required under Securities and Exchange Commission rule 15c2-12 That engagement terminates on December 31, 2020.

The Ehler's agreement requires Ehlers to cause required financial information disclosures to be made timely and in compliance with the Continuing Disclosure Agreements included with Debt Sales.

The 2021 agreement carries a \$3,800 price tag, which is based upon the number of outstanding debt issues. The was included in the 2020 budget request.

Analysis

The Agreement has automatic annual renewal terms effective January 1 each year, unless 60 day notice is provided by either party.

Options

Engage Ehlers to provide the Continuing Disclosure services to the City for the several debt issues the City has outstanding.

OR

Take such other action as the Council deems appropriate.

Recommendation

Staff reviewed the Agreement renewal options with the Finance Committee at the Aug 25, 2020 meeting, and the Finance Committee recommends engaging Ehlers for 2021.

Fiscal Impact

The \$3,800 cost of the Service Agreement is included in the 2021 budget request.

COUNCIL ACTION REQUESTED

Motion directing staff to engage Ehlers & Associates for Dissemination Agent for Issuer Continuing Disclosure services for 2021 Required under Securities and Exchange Commission Rule 15c2-12.

January 5, 2015

Paul Rotzenberg
Finance Director/Treasurer
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

Re: Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer Continuing Disclosure Required Under Securities and Exchange Commission (SEC) Rule 15c2-12 (the "Rule")

As an issuer of municipal securities, the City ("Issuer") is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDU's that vary significantly from one CDU to another. Ehlers & Associates, Inc. ("Ehlers") has been helping you comply with all CDU obligations as Issuer's Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement ("Letter") is being presented to memorialize and clarify the terms of the Issuer's engagement of Ehlers as the Issuer's Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A ("Services"). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the "Initial Term"). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an "Additional Term"). Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the "Term".

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer's reporting requirements under each respective CDU, and within the applicable timeframe(s) ("Disclosure Information"). With respect to Issuer's obligation to report the occurrence of any event for which a material event notice ("Event Notice") is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer's receipt of any such request from Ehlers. If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is

not disseminated to the appropriate party within the applicable timeframe(s). Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy.

Ehlers shall maintain professional liability insurance at a minimum coverage level of \$2,000,000 per claim, and \$2,000,000 annual aggregate. Upon request of the Client, Ehlers shall provide a certificate of insurance to the Client. To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Agreement for any actions or omissions taken by Ehlers in the performance of this Agreement shall not exceed \$2,000,000 per claim, and \$2,000,000 annual aggregate during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by anyone other than Ehlers

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

Our records show that Issuer is subject to Full CDU's. Ehlers will continue to act as Issuer's Dissemination Agent for the CDU's we have been handling.

This Letter covers these securities and any subsequent securities for which Ehlers has acted as the Municipal Advisor. The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule not involving Ehlers.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.

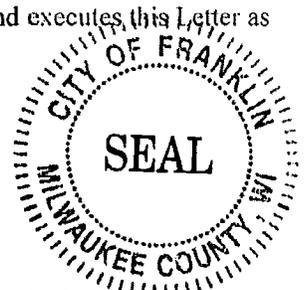
Sincerely,

Ehlers

Dawn Gunderson, CIPFA
Senior Financial Advisor

SO ACCEPTED BY ISSUER

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:



By Stephen R Olson

Title: MAYOR

Name: STEPHEN R OLSON

Date: February 5, 2015

By Sandra L Wesolowski

Title: DIR. OF CLERK SERVICES/CITY CLERK

Name: SANDRA L WESOLOWSKI

Date: February 5, 2015

By Paul A. Rotzenberg

Title: DIR. OF FINANCE & TREASURER

Name: PAUL A. ROTZENBERG

Date: February 5, 2015

Approved as to form.

By Jesse A. Wesolowski

Title: CITY ATTORNEY

Name: JESSE A. WESOLOWSKI

Date: February 5, 2015

SO DECLINED BY ISSUER

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By _____

Title _____

Name: _____

Date: _____

APPENDIX A

EHLERS DISSEMINATION AGENT SERVICES AND FEES

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

Full Disclosure Services.

Background

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (<http://emma.msrb.org>)
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.

Annual Filings, or More Frequently, if Required

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.
- e. Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.

- f. Delivering a copy of any report or notice submitted in accordance with (e. above) to Issuer for its records, as well as confirmations of receipt of filing(s).
- g. Respond to Underwriter/Investor inquiries and requests.
- h. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an “Event Notice” and the required reporting period for such notices.
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice.

Description of Fees

Full Disclosure Services fees shall be assessed as follows:

Number of Issuer Continuing Disclosure Undertakings	Annual Fee
One (1) to three (3) CDU's	\$2,800
Four (4) to six (6) CDU's	\$3,300
Seven (7) or more CDU's	\$3,800

Plus any out of pocket expenses

Special Circumstances

If an Issuer's CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed

Limited Disclosure Services.

Background

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer's total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

Description of Services

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows:

Annual Filings

- a. Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b. Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data.
- c. Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- d. Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e. Respond to Underwriter/Investor inquires and requests.
- f. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice".
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice.

Description of Fees

Limited Disclosure Services shall be provided annually for a fee of \$750

Future Fee Changes

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

APPENDIX A AMENDMENT

The City of Franklin has contracted with Ehlers to be the dissemination agent for disclosure filings through December 31, 2019. The base annual fee will be \$1400 plus a miscellaneous office expense for the first revenue source. If Ehlers prepares an Official Statement on behalf of the City in the same revenue year, there will be no charge for disclosure filings. As dissemination agent, Ehlers will provide dissemination services as described in this agreement. Any other dissemination agreement executed between both parties is replaced by this agreement.

At the end of the term of the aforementioned agreement and for any dissemination services provided January 1, 2020 and thereafter, the fees for this service will be those charged by Ehlers for services provided as outlined in Appendix A.

APPENDIX B

EVENT NOTICES

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

Mandatory Event Notices

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material

Additional / Voluntary Event-Based Disclosures

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

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