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<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY DECEMBER 17, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of December 3, 2024.
- D. Hearings.
- E. Organizational: Mayoral Appointments: John Zaganczyk Jr., 5241 W. Princeton Pines Ct., Ald. Dist.5 – Board of Water Commissioners for a 5 year unexpired term expiring 09/30/2025.
- F. Letters.
- G. Reports and Recommendations:
 - 1. Sound Enforcement Update Police Department.
 - 2. A Resolution Authorizing Franklin Director of Health and Human Services to Execute the 2025 Division of Public Health Consolidated Contract.
 - 3. A Resolution Authorizing Franklin Director of Health and Human Services to Execute the Franklin Health Department James Imaging Agreement.
 - 4. Request Common Council Approval of updates to the Fire Battalion Chief and Lieutenant job descriptions and the adoption of a new Captain job description.
 - 5. Request Common Council Approval of sick leave and compensatory time off benefits for Fire Battalion Chiefs to more closely align with benefit changes for represented Fire Department members.
 - 6. A Resolution Authorizing Certain Officials to Authorize an Amendment to the Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements in the Amount of \$35,000.
 - 7. A Resolution to Issue Change Order for the Department of Public Works Expansion Project in the Amount of \$386,792.81 to Camosy Incorporated.
 - 8. Authorization to Solicit and Receive Bids for the Ryan Road Trunk Sewer Project.
 - 9. A Resolution for Addendum No. 1 to Foth Infrastructure & Environment, LLC Agreement for Additional Design Services for Lovers Lane Water Main for \$32,908.28.
 - 10. A Resolution Authorizing the Execution of the Funding Agreement between the City

- of Franklin and the Milwaukee Metropolitan Sewerage District (MMSD) for the Mobile Park Design under the Private Property Infiltration and Inflow (PPII) Reduction Program (M10005FR03).
- 11. A Resolution to Approve Terracon Consultants, Inc. Geotechnical Services Proposal as Part of the 2025 Local Street Improvement Program Project.
 - 12. A Resolution to Issue Change Order No. 2 for the 2024 PPII Sump Pump Project to Decrease the Contract Price by \$156,936.40 to UPI, LLC.
 - 13. Authorization to Allocate American Rescue Plan Act Funding to Specific Projects.
 - 14. Annual Market Adjustment, Market Adjustment to Wage and Salary Rates, and Progress to Market Wage Adjustment for Non-Represented Employees.
 - 15. A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2025, with JSA Environmental, Inc.
 - 16. *Dane Novakovich and Svetlana Novakovich v. City of Franklin, Milwaukee County Circuit Court*, Case No. 24-CV-5902, with regard to an excessive 2023 tax assessment claim submitted by Dane and Svetlana Novakovich on July 26, 2024, for the property bearing TKN 749-0088-001. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of December 17, 2024.

I. Bills.
Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

December 19	Plan Commission	6:00 p.m.
December 24 & 25	City Hall Closed-Christmas	
December 31	City Hall Closed-New Year’s Eve	
January 1	City Hall Closed-New Year’s Day	
January 7	Common Council	6:30 p.m.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 3, 2024
MINUTES

- | | | |
|--|------|--|
| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on December 3, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:32 p.m. and was closed at 6:34 p.m. |
| DALE L. WIKEL
PROCLAMATION | B.2. | Mayor Nelson presented a Proclamation in Recognition of the Service of Dale L. Wikel. |
| LORIE BETH
KNAACK-HELM
PROCLAMATION | B.3. | Mayor Nelson presented a Proclamation in Recognition of the Service of Lorie Beth Knaack-Helm and The Landmark in St. Martins. |
| MINUTES
NOVEMBER 19, 2024 | C. | Alderman Barber moved to approve the minutes of the Common Council meeting of November 19, 2024, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| PUBLIC HEARING-
CHANGE FUTURE
LAND USE MAP FOR
THREE PROPERTIES | D. | The public hearing on the Future Land Use Map was called to order at 6:48 p.m. and closed at 6:48 p.m. |
| MAYORAL
APPOINTMENTS | E. | <p>Alderwoman Eichmann moved to confirm the following Mayoral appointments:</p> <ol style="list-style-type: none">1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 – Tourism Commission for a 1-year term expiring 12/31/2025.2. Barbara Wesener, 7479 Carter Circle S., Ald. Dist. 5 – Tourism Commission for a 1-year term expiring 12/31/2025.3. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 – Tourism Commission for a 1-year term expiring 12/31/2025.4. Jeffrey Kuderski, 8135 W. High St., Ald. Dist. 1 – Tourism Commission for a 1-year term expiring 12/31/2025. <p>Seconded by Alderman Peccarelli. On roll call, all voted Aye. Motion carried.</p> |

- | | | |
|--|------|--|
| ORD. 2024-2650
FUTURE LAND USE
MAP CHANGES | G.1. | Alderman Barber moved to adopt Ordinance No. 2024-2650, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE FUTURE LAND USE MAP FOR THREE PROPERTIES GENERALLY LOCATED ON THE EAST SIDE OF SOUTH 31ST ST., ADDRESSED AS 7521 S. 31ST ST. (TKN 786-9981-004), 0 S. 35TH ST. (TKN 761-9997-003) AND 0 S. 31ST ST. (TKN 761-9994-005), FROM OFFICE USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO MIXED USE AND AREAS OF NATURAL RESOURCE FEATURES (TOTALING APPROXIMATELY 24.5 ACRES) (AMY HANSEL, COMMUNITIES OF CROCUS) (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS). Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried. |
| ORD. 2024-2651
AMEND UNIFIED
DEVELOPMENT
ORDINANCE | G.2. | Alderman Barber moved to adopt Ordinance No. 2024-2651, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE THREE PROPERTIES LOCATED ON THE EAST SIDE OF SOUTH 31ST ST., ADDRESSED AS 7521 S. 31ST ST. (TKN 786-9981-004), 0 S. 35TH ST. (TKN 761-9997-003) AND 0 S. 31ST ST. (TKN 761-9994-005), TO B-4 SOUTH 27TH STREET MIXED USE BUSINESS DISTRICT (AMY HANSEL, COMMUNITIES OF CROCUS) (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS). Seconded by Alderman Peccarelli. On roll call, all voted Aye. Motion carried. |
| SNOWGLOBE
HOLIDAY FESTIVAL
UPDATE | G.3. | Alderwoman Day moved to place on file. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| ENGINEERING
DEPARTMENT –
DECEMBER 2024
UPDATE | G.4. | Alderman Barber moved to place the Engineering report on file. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. 2024-8234
GENERAL
MUNICIPAL
ENGINEERING
SERVICES
AGREEMENT WITH
GRAEF-USA, INC. | G.5. | Alderwoman Eichmann moved to adopt Resolution No. 2024-8234, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT TO THE GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA INC., with technical corrections by City Attorney. Seconded by Alderwoman Day. All voted Aye; motion carried. |
| ORDER AERIAL
LADDER FOR 2000 | G.6. | Alderwoman Eichmann moved to approve an order for (1) Pierce Enforcer 105 ft. Aerial Ladder from Reliant Fire Apparatus, Inc. for \$2,038,787 as earmarked in the 2027 City of Franklin Capital |

- AERIAL LADDER TRUCK Equipment Replacement Fund (42-0221-5811) as replacement for a 2000 Aerial Ladder Truck, subject to changes on the agreement, agreed to by the Director of Administration, Director of Finance, Fire Chief and City Attorney. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- ORDER ENFORCER PUMPER FOR A 2002 FIRE PUMPER G.7. Alderman Barber moved to approve an order for (1) Pierce Enforcer Pumper from Reliant Fire Apparatus, Inc. for \$1,153,852 as earmarked in the 2026 City of Franklin Capital Equipment Replacement Fund (42-0221-5811) as replacement for a 2002 fire pumper, subject to changes on the agreement, agreed to by the Director of Administration, Director of Finance, Fire Chief and City Attorney. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- ORD. 2024-2652 INCREASE THE AMBULANCE AND EMERGENCY MEDICAL SERVICE FEES G.8. Alderman Craig moved to adopt Ordinance No. 2024-2652, AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO INCREASE THE AMBULANCE SERVICE EMERGENCY MEDICAL SERVICES FEES FOR BASIC LIFE SUPPORT SERVICES AND ADVANCED LIFE SUPPORT SERVICES AND TRANSPORT. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2024-8235 PRELIMINARY PLAT WOODFIELD TRAIL SUBDIVISION G.9. Alderman Craig moved to adopt Resolution No. 2024-8235, A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR WOODFIELD TRAIL SUBDIVISION (SOUTH SOPHIA COURT) (HOME PATH FINANCIAL LIMITED PARTNERSHIP, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2024-8236 STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER MANAGEMENT ACCESS EASEMENT G.10. Alderman Craig moved to adopt Resolution No. 2024-8236, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A STORM WATER MANAGEMENT ACCESS EASEMENT FOR 10093 S. 112TH STREET (TKN 891-9015-000). Seconded by Alderman Barber. All voted Aye; motion carried.
- 2025 PROPERTY AND CASUALTY INSURANCE COVERAGE G.11. Alderman Barber moved to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance, LWMMI, MPIC, and ACE American Insurance Company for 2025, for an estimated total annual premium of \$697,107, and to further authorize the payment of premiums in accordance with or as required by said policy documents. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. 2024-8237
DEPARTMENT OF
PUBLIC WORKS
CAMPUS UTILITIES
PROJECT

G.12. Alderman Hasan moved to adopt Resolution No. 2024-8237, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT TO THE DPW CAMPUS UTILITIES PROJECT TO ALLOW FOR CONSTRUCTION PHASE SERVICES TO FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, WITH COMPENSATION NOT TO EXCEED \$65,000, AND TO AUTHORIZE STAFF FURTHER TO OVERSEE THE IMPLEMENTATION OF THESE SERVICES. Seconded by Alderman Barber. All voted Aye; motion carried.

JULY-SEPTEMBER,
2024 MONTHLY
FINANCIAL REPORT

G.13. Alderman Barber moved to receive and place on file. Seconded by Alderman Hasan. All voted Aye; motion carried.

CLOSED SESSION
NOTICE OF CLAIM
SUBMITTED BY
JAIME DIEDRICH

G.14. Alderman Barber moved to enter closed session at 7:56 p.m. pursuant to Wis. Stat. §19.85(l)(e), to deliberate and process a claim submitted by Jaime Diedrich alleging incurred injuries and damages arising from interactions with City of Franklin representatives, employees, and police officers on or around June 28, 2021, and pursuant to Wis. Stat. §19.85(l)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claim and potential litigation in which it is likely to become involved, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 7:56 p.m.

Mayor Nelson reconvened at 7:59 p.m.

Upon reentering open session at 8:04 p.m., Alderman Hasan moved to direct council to proceed as discussed in closed session. Seconded by Alderman Hasan.

MISCELLANEOUS
LICENSES

H. Alderman Craig moved to approve the following licenses of the License Committee Meeting of December 3, 2024.

Grant 2024-25 Operator License to: Aidan Fink & Jenell Salewsky;
Grant 2024-25 Class A Combination Change of Agent to Walgreen's #15020, Walgreen Co, Brianna Cole, 7130 S 76th St; and
Approved Public Grants (People Uniting for the Betterment of Life and Investment in the Community) to: Franklin Police Citizen Academy Alumni Assoc. St. Martin's Fair, St. Martin's Fair Permit, St Martin's Labor Day Fair, 8/31-9/1/2025; VFW Post 10394 (Franklin/Hales Corners) St Martin's Fair, License Fees: St. Martin's Fair-Temporary Entertainment & Amusement, Temporary Class B Beer, Operators &

Peddler's, Post Property, 11300 W Church St, 8/31-9/1/2025; Franklin Noon Lions Club Civic Celebration & St Martin's Fair, License Fees-Temporary Class B Beer, Peddler's Operators, Food, Civic Celebration 7/3-7/5/25, St Martin's Labor Day Fair 8/31-9/1/25; Franklin Police Department-National Night Out, Temporary Entertainment & Amusement, Food Licenses, 8/4/25, Franklin Public Library, 9151 W Loomis Rd; Franklin Lioness Lions Club-St Martin's Fair & Club Monthly Meetings, St Martin's Fair Permit, Temporary Class "B" Beer & Operators Licenses; Park Permits, St Martins Fair – 8/31/25-9/1/25, Club Meeting Dates-6/18/25, 7/16/25, 8/20/25, & 9/17/25, Lions Legend I; Franklin Lions Foundation-Fund Raisers & Club Monthly Meetings, Park Permits-Easter Egg Hunt 4/19/25, Club Meetings-6/10/25, 7/8/25, & 8/12/25, St Martin's Fair Permit – 8/31-9/1/25, Temporary Class "B" Beer, Operators Licenses, Lions legend I & St Martin's Fair; Franklin Health Dept-Community Events, Park Permits & Temporary Entertainment, Bike Rodeo-6/7/25, Trunk or Treat-10/23/25, Lions Legend I & Legend Dr, Schlueter Pkwy.

Seconded by Alderwoman Day. All voted Aye; motion carried.

Alderman Craig moved to approve the Franklin Police Citizen Academy Alumni Association – St. Martins Fair public grant of the License Committee Meeting of December 3, 2024. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of November 28, 2024, in the amount of \$ 1,487,695.98, and payroll dated November 29, 2024 in the amount of \$ 479,474.46 and payments of the various payroll deductions in the amount of \$ 495,632.89 plus City matching payments, and estimated payroll dated December 13, 2024 in the amount of \$ 496,000 and payments of the various payroll deductions in the amount of \$ 275,000 plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting of the Common Council at 8:10 p.m. Seconded by Alderman Craig. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12-17-24
REPORTS & RECOMMENDATIONS	Mayoral Appointments	ITEM NUMBER E.

The Mayor has made the following appointments for Council confirmation:

John Zaganczyk Jr., 5241 W. Princeton Pines Ct., Ald. Dist.5 – Board of Water Commissioners for a 5 year unexpired term expiring 09/30/2025.

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

John Zaganczyk Jr., 5241 W. Princeton Pines Ct., Ald. Dist.5 – Board of Water Commissioners for a 5 year unexpired term expiring 09/30/2025.

ROLL CALL VOTE

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, November 21, 2024 10:18 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: John Zaganczyk Jr.
PhoneNumber:
EmailAddress: Zaganczykjr@gmail.com
YearsasResident: 4
Alderman:
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners: on
CompanyNameJob1: WEC Energy Group
CompanyAddressJob1: 231 W . Michigan St.
TelephoneJob1: 414-221-2627
StartDateandPositionJob1: March 2014
EndDateandPositionJob1:
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

John Zaganczyk Jr

Date:

11/21/2024

Signature2:

John Zaganczyk Jr

Date2:

11/21/2024

Address:

5241 W. Princeton Pines Ct. Franklin, WI 52132

PriorityListing:

WhyInterested:

Recommend from Jim Schubilski: Shari and Mayor Nelson, I mentioned at the September meeting that I knew of a colleague who was interested in the Board of Water Commissioner role. John Zaganczyk Jr. (email in the CC: section) is a lifelong Franklin resident, a graduate of Franklin High School (a member of a state championship team for Franklin in football) with over a decade of utility experience. I think he would be an excellent candidate to be on the board of water commissioners. John can be reached at work at 414-221-2626. John Z., Shari can be reached at 414-421-2581. Thanks again for allowing me the privilege to serve on the Franklin Board of Water commission for almost 2 decades. Have a wonderful Thanksgiving. Best regards, Jim Schubilske

DescriptionofDutiesJob1:

Team Leader Corp Services Supply Chain Procurement - IT Buyer

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

See Current Results

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 17, 2024
REPORTS AND RECOMMENDATIONS	SOUND ENFORCEMENT UPDATE FROM POLICE DEPARTMENT	ITEM NUMBER G. 1.
<p>A representative from the Franklin Police Department will update the Common Council on Sound Enforcement within the City.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Information only.</p>		

MAYOR AND POLICE DEPARTMENT

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
Reports and Recommendations	A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE 2025 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT	ITEM NUMBER G. 2.
<p>Background: The Wisconsin Division of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants that run from January 1, 2025 through December 31, 2025:</p> <ul style="list-style-type: none"> • Childhood Lead Grant: \$1,263 • Immunization Grant: \$9,383 • Maternal Child Health: \$7,712 <p>These grants assist the FHD in offering additional programming and services to residents based upon analysis and assessment of community needs in addition to the services required of us by State and Municipal codes. In 2024, the focus of the aforementioned grants includes: 1. Provide services which support the elimination of childhood lead poisoning, 2. Delivery of Public Health Services to citizens consistent with best practices for immunization services, 3. Collaborate with community partners to improve maternal child health to include social connections in community.</p> <p>Recommendation: The Director of Health and Human Services recommends approval to accept and authorization to execute and deliver the Division of Public Health Consolidated Contract Grants for 2025 awarded to the Franklin Health Department.</p> <p>Fiscal Note: Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.</p> <p>The contract has been sent to the City of Franklin legal counsel for review in December 2024.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>A motion to adopt Resolution No. 2024-_____, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE 2025 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT.</p>		

Health Department: LG

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 12/13/2024

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE 2025 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT.

WHEREAS, the Franklin Health Department focuses efforts on the elimination of childhood lead poisoning, delivering immunizations, and improving maternal child health outcomes; and

WHEREAS, the Wisconsin Division of Health Services Division of Public Health has awarded the Franklin Health Department grant awards to support the delivery of such services in 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Division of Public Health consolidated, is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Director of Health and Human Services is hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **435100-G25-DPHCC25-26**

Bureau of Procurement and Contracting (BPC) Review:

- ☐ This agreement requires **Standard** OLC review.
- ☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- ☐ This agreement uses intergovernmental cooperative purchasing.

Description:

NA

Office of Legal Counsel (OLC) Review and Approval:

- ☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

Signed by

Amanda Ross

Name: Amanda Ross

Title: Paralegal

12/6/2024

Date Signed



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Franklin HD
for
2025 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G25-DPHCC25-26
DPH Contract No.: 65406
Agreement Amount: \$18,358
Agreement Term Period: 10/1/2024 to 9/30/2026
GEARS Pre-Packet No: 27411

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Lauren Gottlieb
Grantee Email: LLube@franklinwi.gov
Grantee Unique Entity Identifier (UEI) Name:
Grantee Unique Entity Identifier (UEI) Number:

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin Department of Health Services	Grantee Entity Name: _____
Authorized Representative	Authorized Representative
Name: _____	Name: <u>Lauren Gottlieb</u>
Title: _____	Title: <u>Director of Health and Human Services</u>
Signature: _____	Signature: _____
Date: _____	Date: _____

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listings: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, (GSA) at SAM.gov, pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable (a) the individual's Social Security number, (b) the individual's driver's license number or state identification number, (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account, (d) the individual's DNA profile, or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law

Protected Health Information (PHI) health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
- B. The Grantee is: Franklin HD
The Grantee's principal business address is 9229 W LOOMIS RD, FRANKLIN, WI, 531329728

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

4.1 List of Exhibits

- Exhibit I: Contract Agreement Addendum – Program Quality Criteria
- Exhibit II: Contract Agreement Addendum – Program Objectives
- Exhibit III: Boundary Statements for all 2025 DPH Consolidated Contract Funding
- Exhibit IV: Maternal Child Health Program Parameters
- Exhibit V: Maternal Child Health Budget

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name **Anna Benton**
Email **DHSGACMail@dhs.wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name **Ms Lauren Gottlieb**
Email **LLube@franklinwi.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee

6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5th of the month. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a GEARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. Unless otherwise defined in the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
- E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule (<https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm>) and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C F R §200.322, the requirements of 2 C F R §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis Stat § 16.765 and Wis Admin Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Wisconsin Department of Workforce Development (DWD), the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 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, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee 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.

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

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §

701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether

physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* To the extent authorized under State and Federal Laws, the parties agree that they each shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their own employees, officers, subcontractors, or agents.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C F R § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C F R Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax (608) 264-9319
- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

- A. *Requirement to Have an Audit*: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both (a) funds provided through direct Grants with DHS, and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee
- B. *Audit Requirements*. The audit shall be performed in accordance with generally accepted auditing standards, Wis Stat § 46 036, Government Auditing Standards as issued by the U S Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements
 - 2 Code of Federal Regulations (C F R), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.

- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.
 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity
 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers* The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

- I. *Failure to Comply with the Audit Requirements.* DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts, for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency
- J. *Sanctions* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits:* An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other

related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.

- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for

but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity,
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law),
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;
 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
 11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
 12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review

- A. *Informal Review* DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following
 1. A brief statement of the issue
 2. The steps that have been taken to resolve the dispute
 3. Any suggested resolution by either party
- B. *Division Administrator's Review* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date

of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

- C. *Secretary's Review:* If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. The due date of the final fiscal reports shall be 45 days after the funding ends per the appropriate profile. Expenses incurred during the profile performance period but reported later than 45 days after the funding ends per the appropriate profile will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur. Please reference the GEARS information box for specified profile performance period end dates.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities>. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

A. Match Requirements:

Local MCH/CYSHCN Match

Federal Maternal and Child Health regulations require the state to provide 75% match. Contracts must include match as indicated below.

- Local organizations are required to provide local match in an amount not less than 75% of the requested grant funds. Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement
- Local match is funding, resources, contributions, provided by the local agency, to further the objectives of the MCH Program, outside of the MCH grant funds
- Program costs, including match is generally considered eligible if it is budgeted for, complies with Federal regulations, and if it is not charged against any other grant Match may consist of cash match and in-kind donations An organization may not claim as match any costs used to match any other federal grant, award, or contract No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program

- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project. For example, the local share of staff costs related to the project, and the value of supplies purchased with local funds and used in the project, may be used as match.
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly related to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Grantees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 75% local match (\$0.75 local contribution for every \$1.00 federal), including program income. Grantees report through the GEARS system on the DHS/DES F-00642 Grant Enrollment, Application and Reporting System (GEARS) Expenditure Report form. In the current net expense column, use profile 193002 for reporting MCH match and profile 193001 for reporting CYSHCN match. The original DHS/DES F-00642 form is e-mailed to GEARS (dhs600rcars@wi.gov) with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

Reference: Public Health Service (PHS) Grants Policy Statement, U.S. DHHS, 1/1,2007

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

37. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
N/A	Profile does not require funding control.

38. FEDERAL AWARD INFORMATION

DHS Profile Number	155020	159320
FAIN	NH23IP92261	B0452962
Federal Award Date	6/17/2024	5/21/2024
Subaward period of Performance Start Date	1/1/2025	1/1/2025
Subaward period of Performance End Date	12/31/2025	12/31/2025
Amount of Federal Funds obligated in the subaward	\$9,383	\$7,712
Total Amount of Federal Funds obligated	\$9,383	\$7,712
Federal Award Project Description	Immunization Cooperative Agreements	Maternal and Child Health Services
Federal Awarding Agency Name (Department)	Department of Health and Human Services	DHHS
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listings Number	93 268	93.994
Assistance Listings Name	Immunization Cooperative Agreements	Maternal and Child Health Services Block Grant to the States
Total made available under each Federal award at the time of disbursement	\$161,983,317	\$8,347,666
R&D?	No	No
Indirect Cost Rate	7.5%	7.5%

39. GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
472787	Franklin HD	60	1/1/2025	12/31/2025	\$18,358

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
155020	CONS CONTRACTS IMM		-	\$9,383	\$9,383	N/A
157720	CONS CONTRACTS CHHD LD		-	\$1,263	\$1,263	6-month
159320	CONS CONTRACTS MCH		-	\$7,712	\$7,712	N/A
					\$18,358	

¹ See "Funding Controls "

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract.

This Exhibit contains only applicable quality criteria for this contract.

Contract Agreement Addendum: Exhibit I

Contract #: 65406

Agency: Franklin Health Department

Contract Year: 2025

Program: Childhood Lead Consolidated**Program Quality Criteria**


- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractee must assess local blood lead surveillance data for lead poisoning prevalence and risk factors
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices, and delivery of public health programs for communities for the improvement of health status
 - A) Contractees must provide services that support the elimination of childhood lead poisoning and the early detection and treatment of children with lead poisoning including compliance with.
 - (1) WI Statute and Administrative Rules:
 - WI Stat 254 (Environmental Health, <http://docs.legis.wi.gov/statutes/statutes/254.pdf>),
 - WI Admin Rule 181 (Reporting of Blood Lead Test Results, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf), and
 - WI Admin Rule 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf) and
 - (2) Practice standards presented in:
 - CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021) <https://www.cdc.gov/nceh/lead/data/blood-lead-reference-value.htm>
 - Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention* (https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf, CDC, January 4, 2012),
 - Wisconsin Childhood Lead Poisoning Prevention and Control Handbook (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Handbook tab, rev. 2014), and
 - U.S. Dept of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition, https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines)
 - B) Contractees must assure the availability and accessibility of blood lead tests for children under age 6, as referenced in the boundary statement.
 - C) Contractees must provide a nurse home visit and environmental investigation within two weeks of the referral date for children with an elevated blood lead level. A note must be added to the patient and/or address record in the Healthy Homes and Lead Poisoning Surveillance System (HHPSS) regarding any delay. For instructions, use HHPSS Job Aids 3.13: Patient Notes and 4.2: Entering Property Notes (<https://www.dhs.wisconsin.gov/lead/hhpss-job-aids.htm>)
 - D) Contractees must not discriminate on the basis of the child or guardian's race, ethnicity, religion, sex, gender identity and expression, sexual orientation, primary language, disability, marital status or national origin in any of its activities related to this contract
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information
 - A) Contractee must have a system for maintaining records to track follow-up of children with blood lead levels $\geq 5 \mu\text{g/dL}$ and all properties associated with elevated blood lead levels, including the findings and outcomes of interventions and environmental investigations
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level

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- A) Contractee must provide information within the community about lead hazards, lead hazard reduction methods, primary prevention of lead poisoning, and blood lead testing, as referenced in the boundary statement
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community
 - A) Contractee must build partnerships with local health care providers and agencies involved in health, social services, housing, and childcare to incorporate lead hazard awareness into their activities with, or services to, families at risk for lead exposure
 - B) Contractee must provide information, consultation and technical assistance to health care providers or other programs to assure that treatment of children with lead poisoning is efficient and effective, and to assure that lead-safe environments are available to children with lead poisoning
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs
 - A) Contractee must assess the need for, and provide timely and appropriate referrals for, supportive services to families of lead poisoned children
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration
 - A) Contractee must assure that local childhood lead poisoning prevention program staff has access to, are knowledgeable of and in compliance with the state statutes and administrative rules and practice standards listed in Number 2 Delivery of Public Health Services.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided
 - A) Contractee must pursue third party payment and/or other funding sources for service provision to children who are eligible for third party payment This includes billing Medicaid fee-for-service or the appropriate managed care organization for blood lead testing of Medicaid-enrolled children. This also includes billing Medicaid for nurse home visits and environmental investigations for children with blood lead levels $\geq 5 \mu\text{g/dL}$.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
 - A) Contractee must regularly collect and analyze local data to determine the adequacy of blood lead testing for children, timely follow-up of lead poisoned children, timely completion of environmental investigations and lead hazard reduction work, and community lead poisoning prevention education
 - B) Contractee must complete the following nursing and environmental reports Template forms can be found at <https://dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Forms and Templates tab When you click on a template, if a window appears asking you to log in, click on the  in the right-hand corner to go to the document
 - Nursing Case Management Report (F-44771A)
 - Nursing Case Closure Report (F-44771B)
 - Property Investigation Report (F-44771C)
 - Property Investigation Closure Report (F-44771D)
 - Risk Assessment Report (template)
 - Work Specification Language for Lead Hazard Reduction (list of work spec options)

Contract Agreement Addendum: Exhibit I

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-Work Orders Letter (template)

-Scope of Work (template)

-Clearance Report (template)

- C) Contractee must promptly attach the completed forms and documents above to the pertinent patient or address record in HHLPS. For instructions use HHLPS Job Aids 3.14 Patient Attachments and 4.3. Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>)

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Program: Immunization**Program Quality Criteria**

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractees must assure reported vaccine preventable diseases (VPD) are investigated and controlled as detailed in the most current edition of the Wisconsin Disease Surveillance Manual (EPINET) and/or written disease-specific guidance from DPH (e.g., Pertussis Guidelines). Local health departments (LHDs) should maintain regular contact with local required reporters of VPDs to encourage and assure prompt reporting. Contractees should solicit the help of the Wisconsin Immunization Program when needed to help assure that an adequate system is in place to report and investigate VPD. This includes the follow-up of infants born to HBsAg-positive women. The LHD where the woman resides is responsible for follow-up activities.
 - B) Contractees must annually and formally evaluate immunization delivery and the use of vaccine preventable disease surveillance systems and improve the use of those systems [e.g., the Wisconsin Electronic Disease Surveillance System (WEDSS)] in their jurisdictions, where needed.
 - C) Contractees must work in collaboration with the Wisconsin Immunization Program to increase the use of existing electronic data collection systems for vaccine record keeping and vaccine preventable disease data systems.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices, and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must assure the delivery of immunization services in a safe, effective and efficient manner, as detailed in the Wisconsin Immunization Program Policy and Procedure Manual and in Chapter 252, Wis. Statutes and Chapter DHS 145, Wis. Admin. Code. Contractees must assure the immunization of children is consistent with Healthy People 2020 goals.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractees must use the Wisconsin Immunization Registry (WIR) or an electronic immunization population-based data system that links with the WIR. The data system must have a tracking and recall function to identify children whose immunization records are behind schedule according to the ACIP recommendations. Tracking and recall shall be conducted at least every other month as required by the Wisconsin Immunization Policy and Procedure Manual.
 - B) Contractees' immunization practice must assure the immunization of children and share children's immunization records with parents or guardians, schools and childcare centers and other healthcare providers as provided by the Wisconsin School Immunization Law (Chapter 252, Wis. Statutes, Chapters DHS 144 and 145, Wis. Admin. Code).
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.
 - A) Contractees must engage in community partnerships to identify and address the needs of high-risk populations, reduce racial and ethnic health disparities and to educate families and the community on the importance of immunizations.
 - B) Contractees should engage in improving health literacy for the public and for the healthcare personnel working with immunizations to better understand, evaluate, and communicate immunization information.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-

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effective manner across programs and throughout the community

- A) Contractees must coordinate public and private immunization services with local child healthcare (service) providers [e.g., Women, Infants, and Children (WIC) projects, Medical Assistance programs, and other local public health programs] to assess the immunization status of, refer, and provide immunization services to under-immunized children
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs
 - A) Contractees must develop relationships among public and private healthcare providers to facilitate access by children and families to immunization services. Contractees should work with these providers to assure that current immunization guidelines are followed.
 - B) The LHD should promote the medical home concept by referring vaccine recipients to their medical home provider for subsequent immunizations and coordinate with this medical provider to assure adherence to the recommended immunization schedule.
 - C) LHDs should promote the exchange and sharing of immunization data using immunization registries
 - D) The LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. When prompt reporting of a vaccine preventable disease does not occur, the LPHD will formally address the issue with the reporting agency to assure that reports are made according to the latest EPINet Manual.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
 - A) Contractees will ensure program staff is competent in current immunization program policy and processes, including that provided through the Centers for Disease Control and Prevention (CDC) distance learning course and CDC updates
 - B) The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon, as well as immunization policy memos periodically issued by the Program. The LHD must have written policies on the proper handling and storage of state-supplied vaccines as required by the Vaccines for Children (VFC) Program. These policies must be reviewed with all immunization program-related staff on at least an annual basis.
 - C) Contractees will require at least one staff member to view the perinatal hepatitis B training webinar
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided
 - A) Billing for payment of childhood immunization services is not required under this section.
 - B) LHDs must assure that parents of children who are on Medical Assistance will not be charged a vaccine administration fee or be requested to make a donation for vaccine or vaccine-related services. Administration fees cannot be mandatory, and clients must be informed that failure to pay the administration fee or make a donation does not preclude them from receiving state-supplied vaccine. This information must be added to immunization advertising materials used by the LHD for state-supplied vaccines. The message must be given to the client in a way and in a language the client understands.
 - C) Grantees must screen for insurance eligibility in accordance with current DPH guidelines for state-supplied vaccines
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed

Contract Agreement Addendum: Exhibit I

Contract #: 65406

Agency: Franklin Health Department

Contract Year: 2025

- A) Contractees must collect and analyze agency and available private provider immunization data for children 12-35 months of age, school immunization law reports and other available population-based information needed to identify strengths and weaknesses in local delivery systems and plan improvements. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis.
- B) LHDs will utilize the WIR for immunization-level data analysis.
- C) LHDs and Tribes will assure staff competence with the WIR system. LHD and Tribal health staff must attend at least one Regional WIR User Group Meeting. Attendance at these meetings is necessary for staff to maintain a thorough working knowledge of the functionality of the WIR.

Contract Agreement Addendum: Exhibit II

Program Objectives

(A) Contract Funds, Program/Objective Values, and Other Contract Details

(B) Objective Details

Contract Agreement Addendum: Exhibit II(A)

Contract #: 65406

Agency: Franklin Health Department

Contract Year: 2025

Contract Source of Funds		
Source	Program	Amount
Franklin	Childhood Lead - Consolidated	\$1,263
Franklin	Immunization - Consolidated IAP	\$9,383
Franklin	Maternal Child Health - Consolidated	\$7,712
Contract Amount		\$18,358

Contract Match Requirements	
Program	Amount
Childhood Lead - Con	\$0
Immunization	\$0
MCH	\$5,784

Program Sub-Contracts		
Program	Sub-Contractee	Sub-Contract Amount
Childhood Lead - Con	None Reported	\$0
Immunization	None Reported	\$0
MCH	None Reported	\$0

Contract Agreement Addendum: Exhibit II(A)

Contract #: 65406

Agency: Franklin Health Department

Contract Year: 2025

Childhood Lead - Con

Program Total Value \$1,263

- 1
- Objective 2. Comprehensive Nursing Follow-up for Low Level Lead Exposure
- \$1,263
- Throughout the 2025 contract period, residents from the jurisdiction of the City of Franklin Health Department will receive comprehensive follow-up nursing services, including. A nurse home visit at a confirmed venous blood lead level greater than or equal to 5 0 micrograms per deciliter and an environmental health hazard investigation at a confirmed venous blood lead level greater than or equal to 10 micrograms per deciliter

Immunization

Program Total Value \$9,383

- 1
- Objective 1. Immunization
- \$9,383
- By December 31, 2025, 84% children residing in the City of Franklin Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.

MCH

Program Total Value \$7,712

- 1
- Objective 8. Social Connections
- \$7,712
- By December 31, 2025, the agency, in collaboration with community partners, will implement and evaluate strategy 2 to improve social connections in their community

Total of Contract Objective Values	\$0
Total of Contract Statement Of Work Values	\$18,358

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65406

Agency: Franklin Health Department

Contract Year: 2025

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$1,263

Objective: Primary Details

Objective Statement

Objective 2 Comprehensive Nursing Follow-up for Low Level Lead Exposure

Throughout the 2025 contract period, residents from the jurisdiction of the City of Franklin Health Department will receive comprehensive follow-up nursing services, including A nurse home visit at a confirmed venous blood lead level greater than or equal to 5 0 micrograms per deciliter and an environmental health hazard investigation at a confirmed venous blood lead level greater than or equal to 10 micrograms per deciliter

Deliverable Due Date: 01/31/2026

Contract Deliverable (Evidence)

A report to document the following The number of children with a confirmed blood lead level greater than or equal to 5 0 micrograms per deciliter and the number who received a nurse home visit to provide information on lead poisoning prevention, and for reporting purposes, those children whose families are non-responsive to outreach or moved from the jurisdiction before appropriate follow-up services could be provided can be removed from this cohort but should be reported separately

This report should be faxed to the Childhood Lead Poisoning Prevention Program (confidential fax line 608-267-0402) or emailed to DHSLeadPoisoningPrevention@wi.gov by February 1, 2026

Programs Providing Funds for this Objective

Childhood Lead Consolidated \$1,263

Agency Funds for this Objective:

Data Source for Measurement

An agency-generated report

Baseline for Measurement

In 2024 the City of Franklin had 0 children with a confirmed blood lead level at or above 5.0 micrograms per deciliter.

Context

There is no designated value range for this objective. This objective is intended to assure that the local health department is providing nursing and environmental interventions for children with low level lead exposure Providing these interventions for children with lower-level lead exposure is intended to prevent ongoing lead exposure and more severe lead poisoning

Context Continued

Input Activities

For this objective, a home visit must be conducted for all children with one or more confirmed blood lead levels greater than or equal to 5 micrograms per deciliter After the initial home visit, the Nursing Case Management Report must be completed. The Nursing Case Closure Report must be completed when the case is closed. Links to report forms can be found at <https://www.dhs.wisconsin.gov/lead/ph-intervention.htm> under the Forms and Templates tab

Completed nursing forms must be promptly attached to the pertinent patient record in the Healthy Homes and Lead Poisoning Surveillance System (HHL PSS). See HHL PSS Job Aid 3.14 Patient Attachments (<https://www.dhs.wisconsin.gov/lead/hhlps-job-aids.htm>) A note must be added to the patient record in HHL PSS regarding any delay See HHL PSS Job Aid 3.13 Patient Notes.

Local health departments must seek third party reimbursement for nurse home visits for Medicaid-enrolled children by billing Medicaid for these services For more information visit <https://www.dhs.wisconsin.gov/lead/medicaid-reimbursement.htm>

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65406

Agency: Franklin Health Department

Contract Year: 2025

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$1,263

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Definition of Percent Accomplished

Conditions of Eligibility for an Incentive

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 65406**Agency:** Franklin Health Department**Contract Year:** 2025**Program:** Immunization**Objective #:** 1 of 1**Objective Value:** \$9,383**Objective: Primary Details****Objective Statement**

Objective 1 Immunization

By December 31, 2025, 84% children residing in the City of Franklin Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday

Deliverable Due Date: 01/31/2026**Contract Deliverable (Evidence)**

1. A Wisconsin Immunization Registry (WIR)-generated population-based standard benchmark report, documenting the number of children in the City of Franklin Health Department jurisdiction who turned 24 months of age in 2025 contract year. The end-of-year report should be run with a 30-day buffer to ensure that all updated data have been received by the WIR. With the end-of-year report, include a summary of the accountability targets and the progress achieved, including the activities and interventions conducted. Include any barriers that may have been identified. A template to be used has been provided by the program.

Criteria for the Mid-Year Report (optional)

Birthdate Range 01/01/2023- 06/30/2023

Evaluation date 07/01/2025

Run date 07/01/2025

Criteria for the 2025 End-of-Year Report

Birthdate Range 01/01/2023- 12/31/2023

Evaluation date 01/01/2026

Run date 02/01/2026

2. An estimated itemized budget must be submitted during the negotiation phase of the contracting process. A template to be used for this budget is provided by the Immunization Program.

Programs Providing Funds for this Objective

Immunization. \$9,383

Agency Funds for this Objective:**Data Source for Measurement**

Wisconsin Immunization Registry Records

Baseline for Measurement

The 2023 end-of-year population-based standard benchmark report will be used to determine the baseline for the 2025 population-based objective.

For the baseline measurement, the following parameters will be used to run the benchmark report:

Birthdate Range 01/01/2021 - 12/31/2021

Evaluation Date 01/01/2024

Run Date After 01/01/2024

Context

Children will be assessed using the standard benchmark report for having 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 varicella and 4 Pneumococcal Conjugate (PCV) vaccination by 24 months of age. Progress towards reaching 80% will be measured using a WIR Benchmark report. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction, you cannot remove him/her from your cohort.

Guidelines for determining increase needed for progress towards 2025 goals, using the 2023 end-of-year coverage rate as the baseline (see Section E).

Required Increase

Greater or equal to 59% - 5% Above Baseline

60-69% - 4% Above Baseline

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 65406**Agency:** Franklin Health Department**Contract Year:** 2025**Program:** Immunization**Objective #:** 1 of 1**Objective Value:** \$9,383

70-79% - 3% Above Baseline
 80-85% - 2% Above Baseline
 86-89% - 1% Above Baseline
 Greater or equal to 90 - Maintain

A list of accountability targets, or activities that will be conducted to achieve the objective goal, **MUST** be provided by or at the time of contract negotiation. Agencies should consult the Addendum of the Immunization Program Boundary Statement or their regional Immunization Program advisor for assistance in determining activities and interventions that will help them achieve the required increase for their population assessment.

Context Continued**Input Activities**

The Wisconsin Immunization Program recommends the following activities to help ensure success of this objective:

- Contacting parents of infants without immunization histories
- Tracking
- Coordination of immunization services with other LHD and tribal programs
- Sharing information with area physicians
- Requesting that information is entered into the WIR.
- Reminder/recall
- Working with schools and daycare centers to promote immunization among attendees

The Wisconsin Immunization Program requires a minimum of 3 attempts to personally contact a responsible party.

Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction, you cannot remove him/her from your cohort.

Reminder/recall activity is not listed in a particular order, and we suggest you use the method that is the most successful for your community:

- Letter
- Phone call
- Home visit
- Email
- Text message

In addition, funds may be utilized to enhance influenza vaccination coverage rates. Example activities include but are not limited to:

- Staff time
- Vaccine storage supplies
- Influenza clinic planning
- Partner outreach to populations of low coverage rates

Activities that are not allowed:

- Case follow up and contact tracing should not be included in these activities
- Funds cannot be used to purchase vaccines
- COVID-19 and Mpox activities are not included currently

Additional interventions/activities are in an addendum to the Immunization Program Boundary Statement. These are suggested interventions/activities that LHDs are strongly to consider in order to achieve this objective.

Objective: Risk Profile**Percent of Objective Accomplished**

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Contract Agreement Addendum: Exhibit II(B)

Contract #: 65406

Agency: Franklin Health Department

Contract Year: 2025

Program: Immunization

Objective #: 1 of 1

Objective Value: \$9,383

Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

Conditions of Eligibility for an Incentive

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65406

Agency: Franklin Health Department

Contract Year: 2025

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$7,712

Objective: Primary Details

Objective Statement

Objective 8. Social Connections
By December 31, 2025, the agency, in collaboration with community partners, will implement and evaluate strategy 2 to improve social connections in their community.

Deliverable Due Date: 12/31/2025

Contract Deliverable (Evidence)

Submit data quarterly using the Title V reporting survey to document activity progress, successes, barriers, and outcomes

Programs Providing Funds for this Objective

Maternal and Child Health Block Grant. \$7,712

Agency Funds for this Objective:

Data Source for Measurement

Quarterly Alchemer reports and learning community attendee list

Baseline for Measurement

Baseline information as identified in the 2025 MCH Objectives Supplement.

Context

This work will address the Title V State Performance Measure for Social Connections: Percent of Wisconsin adults who report that they *usually* or *always* get the social and emotional support that they need
Title V State Performance Measure for Representative Participation: Percent of performance measures with family, youth, and community engagement embedded into programs and policies.

Context Continued

Input Activities

- Implementation of action plan and practice change.
- Implement action plan and practice change
- Conduct outreach, recruit, and support sustained partnerships.
- Enhance community engagement to inform, develop, and implement social connections and activities
- Collaborate with community partners to promote social connections throughout the community
- Participate in all Learning Community Calls to support progress on the Title V State Performance Measure related to Social Connections
- Attend 2025 MCH Summit (virtually)

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

Conditions of Eligibility for an Incentive

Boundary Statements for 2025 DPH Consolidated Contract Funding

Note: This attachment includes Boundary Statements for funding associated with the DPH 2025 Consolidated Contract. Individual agencies may not receive all funding.

2025 Program Boundary Statement Wisconsin Immunization Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local health department (LHD), tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility.

However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement. LHDs, tribes and agencies are encouraged to leverage resources across categorical funding to achieve common program goals. The Wisconsin Immunization Program aligns well with the boundaries of the Women, Infants, and Children (WIC) and Maternal and Child Health (MCH) programs.

Program Boundary Statement:

The LHD's immunization program is expected to administer vaccines primarily to children from birth through 18 years of age. The LHD will assure the development and maintenance of a jurisdiction-wide immunization infrastructure necessary to raise immunization levels for universally recommended vaccines. The LHD is expected to maintain immunization levels for the clients served by the agency based on the current Advisory Committee on Immunization Practices (ACIP) recommendations. In addition, the LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. LHD's will provide perinatal Hepatitis B case management services as outlined in the Wisconsin Perinatal Hepatitis B Prevention Program Manual. In addition, every LHD must have a least one staff member watch the perinatal hepatitis B training webinar. The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon. It will also assure that community wide systems are in place to prevent vaccine preventable diseases such as diphtheria, tetanus, pertussis, polio, measles, mumps, rubella, Haemophilus influenzae B, varicella, pneumococcal disease, meningococcal disease, influenza, rotavirus, human papillomavirus (HPV), and hepatitis A and B. To ensure that funds provided for this program through the consolidated contract are used effectively, the contractee will be required to measure the outcome of its efforts to achieve goals. The LHD will establish and maintain partnerships with all immunization providers in its jurisdictions.

Long-term Program Goals:

The Wisconsin Immunization Program has reviewed and analyzed Healthiest Wisconsin 2020 and CDC's Healthy People 2020, the plans available at the time of review, to ensure that its program goals are aligned. The Program will continue to evaluate progress towards the 2020 goals on an annual basis.

The annual Consolidated Contract process is an important component of the Wisconsin Immunization Program's efforts to use evidence-based practices and data-driven activities to improve immunization rates. To that end, state, regional and local public health entities have a leadership role in educating for, implementing, assessing and assuring population-based immunization activities to meet local, state and federal immunization goals and objectives. Due to limited resources, high leverage activities need to be prioritized, thus having the greatest impact on programmatic functions and stated goals within the defined public health functions of assessment, policy development, and assurance.

Currently, Wisconsin's rate for the 4:3:1:3:3:1:4 series for children aged 19-35 months is 69.2% (NIS 2017 data). Through performance-based contracts, we can execute population-based immunization activities to achieve local, state and federal immunization goals aimed at having 80% percent of Wisconsin children aged 19-35 months who received all universally recommended vaccines (4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4]). The 2019 Wisconsin Immunization Registry (WIR) statewide coverage rate for children 24 months of age is 72.13% for 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4].

The 2020 NIS-Teen estimated Tdap, MCV4, and HPV coverage rates among Wisconsin adolescent males and females aged 13-17 years are Tdap (greater than or equal to 1), 91.6%; Meningococcal (greater than or equal to 1), 90.2%; HPV (greater than or equal to 1), 77.8%; and HPV (up to date), 61.5%. The 2021 Wisconsin Immunization Registry (WIR) adolescent statewide immunization coverage rates for both males and females aged 13-18-year-olds are HPV (1) 60.43%, HPV Complete 48.4%, Meningococcal (1) 71.9%, Tdap (1) 76.95%.

The percentage of students who met the minimum immunization requirements was 91.9% for the 2020-2021 school year. Noncompliant students were comprised of 2.9% who were behind schedule and 0.4% who had no record. The percentage of students with a waiver (personal conviction, religious, or medical) for one or more immunizations increased from 5.1% during the 2019-2020 school year to 9.1% during the 2020-2021 school year.

Annual Wisconsin Immunization Program Goals:

For 2023, increase the percent of Wisconsin children ages 19-35 months who receive all the universally recommended vaccines of 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 HepB, 1 Varicella and 4 Pneumococcal (PCV13) to the Healthy People 2020 goal of 80% for 4:3:1:3:3:1:4. An additional goal will be to increase the effective use of the Wisconsin Immunization Registry (WIR) or an immunization registry capable of interfacing with the WIR. Effective use is evidenced by an increase in the overall jurisdictional rise in immunization levels. LHDs must explore jurisdiction-specific practices to increase the number and effective use of registries as described above.

For 2023, increase the percent of Wisconsin adolescent children ages 11-12 that receive Tdap and MCV4 and are HPV Complete to the Healthy people 2020 goal. Also, an additional goal will be to increase the HPV initiation and completion of the series in adolescents by strongly recommending adolescent vaccines to parents of 11 through 18-year-old children.

For 2023, achieve 100% timely reporting of the School Report to Local Health Department (F-04002), according to DHS 144.07(4), Wis. Admin. Code.

Target Populations:

The Immunization Program primarily serves Wisconsin children ages 0-18 years

References:

Federal Regulations/Guidelines:

Centers for Disease Control and Prevention (CDC), Grant Award Terms & Conditions, Federal Regulations and Policies

CDC Current ACIP Recommendations

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CDC Vaccines for Children (VFC) Program Operations Guide

CDC "Pink Book"

CDC Healthy People 2020

CDC National Immunization Survey (Note: Use interactive menus on VaxView pages.)

State of Wisconsin Statutes/Guidelines:

WI Statute 252

WI Administrative Rule DHS 144

WI Administrative Rule DHS 145

WI State Health Plan: "Healthiest Wisconsin 2020", including the Implementation Plan

Wisconsin Immunization Program Policies: Immunization Policy and Procedure Manual, 2010

Wisconsin Immunization Registry (WIR) User Manual

Core Competencies for Public Health Professionals

(http://www.phf.org/resourcestools/pages/core_public_health_competencies.aspx)

Note: Click "Cancel" if login credentials are requested after following the link. Then click "Download this File" on the Public Health Foundation's website to access the core competencies PDF file.

Optimal or Best Practice Guidance:

Contractees must use the WIR or an electronic immunization population-based data system that links with the WR.

Contractees should make every effort to identify and link immunization outreach and promotion activities with existing local health department efforts targeted at high-risk families. These may include but are not limited to: perinatal care coordination (PNCC); WIC programming and education; new-baby mailings and home visits; LHD health check programming; Birth to 3 programming; developmental screening programs; safe and healthy home inspections; Preparedness education for families; lead screening programs; school and daycare efforts; and reproductive health programming, etc.

Contractees must engage and foster community partnerships to 1) identify and address the needs of high-risk populations in a culturally competent and linguistically appropriate manner and 2) educate families and the community on the importance of on-schedule immunization of children.

Contractees should make every effort to share information on vaccine preventable diseases, immunization, and local assessment data with local private health care providers and key community stakeholders to include community-based organizations in an effort to increase immunization coverage rates within their jurisdictions.

Unacceptable Proposals:

The Wisconsin Immunization Program will not accept any objectives other than the template objectives in effect for the contract year. Once a population-based template objective has been negotiated, the addition of a unique objective may be considered through consultation with your Immunization Program representative.

Past programmatic template objectives may not fit into the new framework in which we are trying to achieve these goals. Use of past objectives will require negotiation and does not guarantee acceptance.

Relationship to State Health Plan: Healthiest Wisconsin 2020:

The vision of Healthiest Wisconsin 2020 (HW2020) is "everyone living better, longer." This was chosen to stress the importance of living a quality life from birth to old age, and to be inclusive of all communities and regions

Complementing HW2020's vision are two goals. The first goal is to improve health across the lifespan. This preventative approach emphasizes the importance of starting healthy practices at a young age in order to avoid acute and chronic disease and injury and continuing them until the end of life. The second goal of HW2020 is to eliminate health disparities and achieve health equity.

Communicable Diseases:

Immunize

Prevent disease, including strategies to reduce disparities in high-risk populations

Communicable disease prevention and control protect both individuals and entire populations. Effective immunizations have drastically reduced many, once common communicable diseases. Prompt identification and control of communicable diseases reduce illness and premature deaths, health costs, and absenteeism.

Objective 1

By 2023, protect Wisconsin residents across the life span from vaccine preventable diseases through vaccinations recommended by the U.S. Advisory Committee on Immunization Practices (ACIP).

Objective 2

By 2023, implement strategies focused to prevent and control reportable communicable diseases and reduce disparities among populations through higher immunization rates.

Addendum

Activities should focus on both individual/family-based interventions and community/system-based interventions where an immunization intervention might be used to reach high risk persons for increasing immunization rates. Examples include:

Community/System Activities

Registry

Promote the use of and enrollment in immunization registries and electronic health records that interface with WIR with private providers in your community.

Work with private medical doctors to utilize registries.

Contact private providers not currently using a registry to help facilitate in any way possible the use of WIR or a registry capable of interfacing with WIR (e.g., arrange a demonstration of WIR, coordinate with WIR Implementation Coordinator for training, offer to assist in facilitation of data entry).

Work with private providers to best utilize WIR when necessary to assure that immunization data will be entered accurately and in a timely manner

Tracking and recall shall be conducted at least every other month as recommended by the Wisconsin Immunization Program's Immunization Policy and Procedure Manual

Media

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Expand immunization media coverage to include “expert” guest columns.

Share stories on the benefits of immunization.

Implement media outreach strategies in support of childhood immunization in the community.

Market immunizations through social networks (e.g. Twitter, Facebook, websites, texting, etc.).
Marketing must be in compliance with HIPAA and confidentiality rules and regulations.

Community Outreach

Use zip-code level data to inform outreach in areas of low vaccination coverage.

Identify strategies to outreach under-immunized populations in your jurisdiction, e.g. church bulletin inserts, community newsletter information, “School Friday Folder” or backpack inserts to promote immunizations.

Ensure resources are culturally appropriate for ethnic groups in your community (i.e. correct language)

Work with community-based organizations such as local food banks, to educate the community and promote immunizations.

Meet with local medical societies, Rotary and/or Kiwanis clubs to gain support for local public health population-based efforts in the county or jurisdiction

Work with parish nurses at congregations to promote on-schedule immunization.

Partner with pharmacies to help vaccinate patients during clinic off-hours and promote immunizations.

Provide education to child health care center providers on the importance of keeping immunizations up-to-date (UTD) for children in their care.

Promote immunizations by having an informational flyer at the Department of Motor Vehicles (DMV) office in your jurisdiction.

Ask the county board chairperson to set one day during the school year as “Check Your Child/Adolescent Immunization Record Day”.

Community prevention and preparedness strategies should also include emphasis on UTD immunizations.

Provider Outreach

Share current immunization information or provide an annual immunization update with providers in your community

Plan an immunization workshop for immunization providers

Promote childhood/adolescent immunizations by routinely measuring your jurisdiction's immunization coverage levels and share the results with staff and the medical community.

Meet with department head of pediatrics, nursery, OB or family medicine at local hospitals to promote on-schedule immunization of children, including birth dose of Hepatitis B.

Work with hospital perinatal educators to promote on-schedule immunization of infants, including birth dose Hepatitis B and Tdap and Influenza vaccine for new mothers and close contacts of infants.

School Outreach

Work with schools to promote the importance of immunization and school requirements.

Work with schools that have high waiver rates or decreasing compliance rates.

Work with school staff to provide education for parents choosing personal conviction waivers.

Work with schools to garner compliance with the school immunization law, DHS 144 Wis. Admin. Code.

Work with schools to ensure timeliness and accuracy of the School Report to Local Health Department.

Promote adolescent immunizations at school sporting events (e.g., signs at the concession stands).

Provide promotional materials to school health classes to promote the adolescent platform.

Coalitions

Share immunization assessment data with local private providers and local coalitions.

Actively seek new community coalition members (non-traditional)

Create, join, or support an immunization coalition.

Outline a community immunization action plan with coalition members to improve immunization coverage.

Partner with a nearby coalition to help raise HPV immunization rates in your jurisdiction.

Individual/Family Activities Check immunization records at lead screening sites.

PNCC clients – have an immunization education module and follow birth with appointment for the 1:1:1:1 vaccination series.

Check records of children of women being followed for inter-conception counseling

Follow breast feeding mothers at 1-2 months and check on first immunization appointment.

Include Immunization teaching in all Health Education Activities targeted to MCH populations

Promote the public access component of WIR

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Partner with WIC to promote immunizations.

Assess and provide any needed immunizations at WIC appointments.

Use early intervention developmental profile (EIDP) education to assure that young women are fully immunized and/or referred for immunizations.

Provide accurate information to parents regarding vaccine safety.

Provide adolescent immunization information at sexually-transmitted disease (STD) clinics (during follow up), family planning, and pre-natal classes (especially those who might have pregnant teens in them).

Use teach-back methods for parents to understand the importance of immunization and to understand what immunizations are recommended the first time they hear it.

Keep message short

Use active voice

Frame ideas in the here and now

Avoid jargon and define unfamiliar terms

Write as you would speak

Wisconsin Childhood Lead Poisoning Prevention Program Program Boundary Statement

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health agencies (LPHA) will need to set its objectives.

Program Boundary Statement:

Local childhood lead poisoning prevention programs are to implement objectives that will protect children against lead poisoning and eliminate it as a major childhood disease. The impact of LPHA activities should result in decreasing lead hazards in the environment(s) of children and increasing early detection and treatment of lead poisoning in children up to age 16. All children up to age 16 who have an elevated blood lead level should receive environmental and nursing interventions.

Education activities are to be targeted at community members who play a role in preventing lead exposure, eliminating lead hazards, providing blood lead testing, or providing medical or environmental follow-up to children who are lead poisoned (greater than or equal to 3.5 micrograms per deciliter [$\mu\text{g}/\text{dL}$]).

Long-term Program Goal:

To eliminate childhood lead poisoning in Wisconsin.

Annual Program Goals:

- Increase the involvement of community members in childhood lead poisoning prevention activities.
- Increase the availability of lead-safe housing for families with young children.
- Educate parents so they have the knowledge and skills necessary to protect their children from lead hazards.
- Increase blood lead testing of children across Wisconsin.
- Provide interventions for children with blood lead levels greater than or equal to 3.5 $\mu\text{g}/\text{dL}$.
- Provide comprehensive environmental investigations for children up to age 16 with elevated blood lead levels, including adequate documentation of environmental lead sources, work orders and property clearance.

High Risk Populations:

Highest-risk children for blood lead testing include those 0-5 years of age who meet one or more of the following criteria:

- live in high-risk neighborhoods,
- live, or spend significant time, in a house built before 1950.
- live in a house built before 1978 with recent or ongoing renovations
- are enrolled in the Medicaid or WIC program,
- have a sibling or playmate with lead poisoning.

Acceptable Program Objectives:

- Objectives that involve increasing blood lead testing for children under 6 years of age.
 - Local health departments must seek Medicaid reimbursement for blood lead testing of Medicaid-enrolled children. This may require establishing contracts with the managed care organizations within their community.

- Objectives that involve direct provision of services to families with children at high risk for, or with, lead poisoning.
- Objectives that build capacity in a community to prevent lead poisoning and increase the availability of lead-safe housing to families of young children.
 - This involves going beyond the one-to-one transfer of information to building partnerships with targeted organizations or groups that can assist in maximizing community resources to meet the goal of eliminating lead poisoning. For example, reaching out to child care regulators, child care providers, home visitors, and housing agencies who provide service to or work with the target population, parents or caregivers of young children.

Unacceptable Program Objectives:

- Objectives for general educational outreach, such as health fairs or public service announcements, will not be accepted.

State of Wisconsin Statute and Administrative Rules:

- WI Statute Chapter 254: *Environmental Health* (<http://docs.legis.wi.gov/statutes/statutes/254.pdf>)
- WI Administrative Rule DHS 163: *Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards* (http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf)
- WI Administrative Rule DHS 181: *Reporting of Blood Lead Test Results* (http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf)

Program Policies and Guidance Documents:

- WI Blood Lead Testing Recommendations
- WCLPPP Handbook for Local Health Departments (Revised 2014; <https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>; under the Handbook tab)
- Nursing and environmental investigation forms and templates; (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>; under the Forms and Templates tab)
 - Nursing Case Management Report (F-44771A)
 - Nursing Case Closure Report (F-44771B)
 - Property Investigation Report (F-44771C)
 - Property Investigation Closure Report (F-44771D)
 - Risk Assessment Report (template)
 - Work Specification Language for Lead Hazard Reduction (list of work spec options)
 - Work Orders Letter (template)
 - Scope of Work (template)
 - Clearance Report (template)
- *How to Do A Lead Risk Assessment* video (<https://www.youtube.com/watch?v=QOrhcnYKUwU>)
- Healthy Homes and Lead Poisoning Surveillance System (HHLPPS) Job Aids (<https://www.dhs.wisconsin.gov/lead/hhlpps-job-aids.htm>)
- Medicaid reimbursement for lead-related services (<https://dhs.wisconsin.gov/lead/medicaid-reimbursement.htm>)

Relationship to the Wisconsin Health Improvement Plan and its Priorities

Lead exposure can cause permanent brain damage and negatively affect learning, behavior, and health throughout the child's life. Lead exposure can have an impact the Division of Public Health's Health Improvement Plan Priority in a few areas:

- **Healthy housing**
Housing is a basic need for all. Housing needs of communities in Wisconsin often do not match the housing and related resources that are available. Community members described healthy housing as housing that is affordable, stable, safe, and meets the needs of those who live there. More than 350,000 homes in Wisconsin have potential lead-based paint hazards that are harmful to health, especially in children. Housing may affect health directly by, for example, being free of pollutants and lead. Housing may also indirectly affect health through factors like location and accessibility by facilitating economic well-being, social connectedness, access to education, access to nearby health care services, and more. Healthy housing is an important contributor to the overall social and economic vitality of a community.

References:

Federal Regulations and Guidelines:

- Educational Services for Children Affected by Lead Expert Panel, *Educational intervention for children affected by lead*. Atlanta: U.S. Department of Health and Human Services (April 2015); https://www.cdc.gov/nceh/lead/publications/Educational_Interventions_Children_Affected_by_Lead.pdf).
- CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021) <https://www.cdc.gov/nceh/lead/data/blood-lead-reference-value.htm>
- CDC Advisory Committee on Childhood Lead Poisoning Prevention, *Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention*. Atlanta: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, (https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf; CDC, January 2012)
- U.S. Dept of Housing and Urban Development, *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*. (2012 Edition; https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).
- Centers for Medicare and Medicaid Services, *State Medicaid Manual, Part 5. Early and Periodic Screening, Diagnosis and Treatment*. Section 5123.2, page 5-15, <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927>

2025 Program Boundary Statement Radon Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health department (LPHD), Tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement.

Program Outline:

Objectives for reducing exposures to elevated indoor radon in homes are funded for two classes of agencies:

Radon Information Centers (RICs): Seventeen local health or environmental agencies will be funded to deliver eight services of a single objective, each agency to multiple counties (a region). Services include outreach, public consultation, proficiency training, coordination with DPH, test kit/detector data collection and analysis, and field site visits.

Local health agencies other than RICs will not be funded in 2025.

Long-term Program Goals: The Outcome Goal is reduction of lung cancer incidence by reducing exposures of the public to indoor radon. An Output Goal is that every home with ground contact be tested for radon, identifying those with exposures to residents averaging higher than 4 pCi/L in occupied spaces, and reducing those to far below 4 pCi/L with the mitigation method recommended by US EPA. Another Output Goal is that new homes be built with features recommended as effective in helping to keep radon out of the indoor air.

Target Populations:

- Residents of all homes in Wisconsin having ground contact.
- Residents in regions of the Wisconsin radon risk map where higher percentages have elevated radon.

Every home with ground contact should be tested, because:

- Homes with elevated radon have been found in virtually every zip code in Wisconsin;
- The radon in any particular home is not predictable;
- Neighboring homes tend to have greatly dissimilar concentrations;
- Radon screening tests may be made for as little as \$10 and radon mitigation is available at reasonable cost.
- The only way for homeowners to know if their radon is elevated is to test

References:

Federal Guidelines and state statute

- *US EPA: Citizen's Guide to Radon*
- US EPA Home Buyers and Sellers Guide to Radon
- US EPA Consumers' Guide to Radon Reduction
- State of Wisconsin Statutes s 254 34

Program Policies

- Policies of the US EPA regarding measurement, mitigation, and risk reduction for radon in homes, as reflected in the three EPA documents above, should be recommended. No others have been specified in state legislation.

Unacceptable Proposals:

- Radon measurement for building types other than homes will not be funded. Advising them is done only by DPH in coordination with RICs, because measurement protocols, interpretation of results in terms of risk, and methods of mitigation can differ from those for various building types
- Funds will not be provided to pay for radon mitigation itself

Relationship to the Wisconsin Health Improvement Plan and its Priorities

Radon is the second leading cause of lung cancer and the leading cause of lung cancer among non-smokers. Testing for and mitigating radon in places where people live, work, and attend school and child care can help prevent future incidence of lung cancer. Radon is a component of the 2023–2027 Wisconsin Health Improvement Plan in two priority areas: Supportive Systems of Care and Healthy Housing.

Supportive Systems of Care

Objective 1: Improve the accessibility and affordability of quality early care and educational opportunities that meet the needs of families and caregivers.

- Relevant strategy: Improve quality of early childhood care and education.
- Relevant activities: Ensure, through policy, programs, education, and ongoing enforcement, that care and education facilities are safe from environmental hazards, including **radon**.
- Methods: Testing for and mitigating radon when levels are high is now required of every licensed group and family child care center in Wisconsin. The DHS Radon Program and regional Radon Information Centers will continue to support state efforts to reduce exposures to high radon in child care facilities by:
 - Offering radon education and resources to current and prospective child care providers.
 - Offering radon training to the Department of Children and Families and Child Care Resource and Referral Agencies.
 - Calculating the number of radon mitigation system installations in child care centers and the impact of those mitigations on children's health in Wisconsin.

Healthy Housing

Objective 3: Improve the quality, safety, and accessibility of housing.

- Relevant strategy: Improve the safety of housing.
- Relevant activities: Improve detection, abatement, and enforcement policies and programs for home hazards, including **radon**.
- Methods: The DHS Radon Program and regional Radon Information Centers will continue to support state efforts to reduce exposures to high radon in homes by
 - Using indicators to show trends in the percentage of homes with healthy, safe environments in all communities with a focus on minority, low income, and underserved areas. Indicators for the Radon Program include number of test results returned and number of radon mitigations performed
 - Updating mapping tools regularly to show risk potential for radon in areas statewide
 - Moving state and local policy toward radon resistant new construction for all new homes being built
 - Moving state and local policy toward licensure or certification for all radon measurement and mitigation professionals conducting work in Wisconsin

2025 Maternal Child Health Program Parameters

The Title V Maternal and Child Health (MCH) Services Block Grant creates federal-state-local partnerships to develop state and local systems to meet the critical challenges facing women, children, youth, families, children and youth with special health care needs (CYSHCN) and communities. Local health departments (LHD) and Tribal agencies are encouraged to work with community and state partners to achieve common program goals as well as to assure coordination with all the CYSHCN programs that serve children and youth with special health care needs (i.e., the Resource Centers for CYSHCN and others) as appropriate. States must use at least 30% of Title V Block Grant funds for preventive and primary care programs serving children; and 30% to support programs for CYSHCN.

Target Populations

The populations to be served are all infants, children, and youth, including children and youth with special health care needs, and people who are pregnant and their families, with a special focus on those at risk for poor health outcomes.

State MCH Priorities and Performance Measures

The 2020 MCH Needs Assessment led to the identification of MCH priorities and performance measures for 2021-2025.

MCH program priority needs

- Advance Equity and Racial Justice
- Assure Access to Quality Health Services
- Cultivate Supportive Social Connections and Community Environments
- Enhance Identification, Access and Support for Individuals with Special Health Care Needs and their Families
- Foster Positive Mental Health and Associated Factors
- Improve Perinatal Outcomes
- Promote Optimal Nutrition and Physical Activity

National and state performance measures by population domain

- Women/Maternal Health
 - Annual Preventive Visit
- Perinatal/Infant Health
 - High Quality Perinatal Care
 - African American Infant Mortality
 - Breastfeeding
- Child Health
 - Developmental Screening
 - Physical Activity – Ages 6 through 11
- Adolescent Health
 - Injury Hospitalization – Ages 10 through 19
 - Adolescent Well-Being
- Children and Youth with Special Health Care Needs
 - Medical Home

- Transition - from pediatric to adult health care
- Cross-cutting/Life course
 - Social Connections
 - Representative Participation

Maternal Child Health (MCH) Program Parameters: Required Activities

Local health departments (LHD) and Tribal agencies receive Title V (MCH) funds to implement projects that address select Title V National and State Performance Measures. The objectives and strategies outlined for agencies help measure and accomplish the Title V MCH program's overall goals related to adolescent well-being, breastfeeding, child development, high quality perinatal care, physical activity and nutrition, health equity, representative participation, and social connections. LHDs and Tribal agencies can use local community health assessments, surveillance data, and other data sources to assist with strategy selection, systematic program planning, and policy development to implement and evaluate each selected strategy.

See the "2025 MCH Template Objectives" document with specific strategies for each objective, *found on the Division of Public Health Grants and Contracting (GAC) System page under "2025 Program Information", Maternal and Child Health" section.*

Required activities across all objectives include:

1. Implement and evaluate the selected objective(s) with activity details agency identified in the 2025 MCH Objective Supplement.
2. Collaborate with community partners to promote selected objective(s) throughout the community.
3. Participate in quarterly Learning Community Calls to support progress on the selected objective(s).
4. Participate in training and technical assistance opportunities to support strategies for implementing health equity and community engagement in selected objective(s).
5. Attend the 2025 MCH Summit (virtually).
6. Well Badger Resource Center
 - a. Confirm agency is listed and information is updated in the Well Badger Resource Center searchable directory found at www.wellbadger.org.
 - b. Promote the Well Badger Resource Center using their tools for professionals and partners through the following strategies.
 - i. Print and/or order Well Badger Resource Center materials, such as flyers and posters, and display in areas where clients are served.
 - ii. Include the Well Badger Resource Center phone number and email on agency's voicemail for clients calling outside normal business hours.
 1. Call: 1-800-642-7837 or Text: 608-360-9328
 2. Email: help@wellbadger.org
 - iii. Incorporate the Well Badger Resource Center social media posts and/or newsletter messages into agency's communication methods.
7. Submit data quarterly using the Title V reporting survey to document activity progress, successes, barriers, and outcomes.

8. Utilize data and prevention recommendations from local Fetal Infant Mortality Review (FIMR) and Child Death Review (CDR) teams to inform and align the work of selected MCH objective(s). *This does not apply to agencies that do not have a local FIMR or CDR team.*
9. Request technical assistance as needed from agency's assigned MCH contract administrator.
10. All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: *"Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."*

11. Budget:

- a. Submit a 2025 budget to MCH contract administrator, using the Title V budget template available on the Division of Public Health Grants and Contracting (GAC) System page under the 2025, Maternal and Child Health (MCH) section.
- b. Changes across budget categories of 20% or more will need to be approved by contract administrators.

12. Expense & Match Reporting:

- a. Agencies should report expenses and local match **monthly** using the GEARS Expenditure report available here.
- b. Agencies should use profile ID #159320 for Title V MCH expenses (unless directed otherwise) and profile ID #193002 for Title V MCH match expenses.
- c. Agencies should copy their MCH contract administrators on all expense report and match submissions.
- d. Agencies receiving federal funds must provide 75% match for all Title V MCH Block grant funds. Agencies that do not meet their MCH match requirements may be subject to repayment of grant funds. Tribal Agencies are not required to report match.

Grantee Name: Franklin
Direct Costs (Sections I-VI)
I. Personnel Costs
<i>This category is for costs of personnel working on this project. Enter the title of each position funded and list position respon. Supervisory roles should only be mentioned in this category if their support involves direct services for the project. Consider e Cost should be calculated by wages (hourly or annual salary) x FTE. If you have multiple staff with the same title, please com person. General agency support (accountant, CEO, executive director, etc.) should be included under Indirect Costs.</i>
<i>Program implementation staff, Ellen Henry, 40 hours @ 28.8265 / hour for work on social connections. Project initiatives in collaboration with community partner sto implement, evaluate and improve social connections.</i>
<i>Program implementation staff, Kaitlyn Cisewski, 80 hours @ 31.7308 / hour for work on social connections. Project initiatives in collaboration with community partner sto implement, evaluate and improve social connections.</i>
Total Personnel Costs:
IV. Supply Costs
<i>Provide description of supply items required for program implementation. Basic materials may include consumable office sup pens, office chairs, desks, markers), materials for tabling or recruitment events, technology, incentives, educational materials supplies, and other supplies priced less than \$5,000. All supplies must include justification for the purchase and a calculation items at X cost or provide a calculation for cost based on similar programs expenses or justified by X amount per FTE.</i>
<i>Printing and copying: Costs for printed materials for glossy flyer of upcoming health department intiatives promoting social connections. Will promote community, family friendly activities and strengthen local connections. \$0.15/ copy x</i>
<i>Printing of education and awareness materials for new parents and babies for new baby package. \$0.15/ copy x 1,580</i>
<i>Postage for new baby packages. \$.55/ bubble mailer x 500</i>
<i>Welcome new baby Onsies to be sent out to familes for new births in community with new baby package. \$4.79/ onsie x 576 onsie for price breatk</i>
Total Supply Costs:
Total Direct Costs (Categories I-VI)
Total All Categories (I-VII):

Budgeted Amount
<i>sibilities related to the project.</i> <i>equitable wages for your staff.</i> <i>plete a new line for each staff</i>
\$1,153.00
\$2,538.00
\$0.00
\$0.00
\$3,691.00
<i>plies (e.g., postage, paper,</i> <i>; other miscellaneous program</i> <i>of cost, such as X number of</i>
\$750.00
\$237.00
\$275.00
\$2,759.00
\$4,021.00
\$4,021.00
\$7,712.00

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Disclosure of Lobbying Activities (Standard Form-LLL)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signature of Official Authorized to Sign Application)

Lauren Gottlieb

(Print Name)

(Agency / Contractor Name)

(Date)

Director of Health and Human Services

(Title)

(Title of Program)

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites. www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

Certificate Of Completion

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 Certificate Pages 5
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Amanda Ross
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Anna Benton
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DHSDPHContracts@dhs.wisconsin.gov
DPH Contracts Shared Account
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
Reports and Recommendations	A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE FRANKLIN HEALTH DEPARTMENT JAMES IMAGING AGREEMENT	ITEM NUMBER G. 3
<p>Background: The Franklin Health Department currently utilizes an aging printer which is approaching its obsolescence period. Through an analysis of device options and discussions with the Director of IT, a new device selection was made based upon functionality, security, and cost. The new printer will offer increased security, increased efficiencies, and yield an anticipated lower monthly cost for substantial cost savings. This agreement will take place of the current Health Department James Imaging agreement. A replacement device for a portable vaccine clinic printer is also being purchased under this agreement.</p> <p>Recommendation: The Director of Health and Human Services recommends approval to accept the Franklin Health Department James Imaging Agreement.</p> <p>Fiscal Note: The Franklin Health Department has been awarded grant funding to cover the cost of the printing devices totaling \$12,192.52.</p> <p>The contract has been sent to the City of Franklin legal counsel for review in December 2024.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>Motion to adopt Resolution No. 2027-_____, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE FRANKLIN HEALTH DEPARTMENT JAMES IMAGING AGREEMENT.</p>		

Health Department: LG

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 12/13/2024

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE FRANKLIN HEALTH DEPARTMENT JAMES IMAGING AGREEMENT.

WHEREAS, the Franklin Health Department's current printer is approaching its obsolescence period; and

WHEREAS, the Director of Health and Human Services and Director of IT have discussed replacement options; and

WHEREAS, functionality, security, and cost were key considerations in printer replacement selection; and

WHEREAS, the Franklin Health Department has been awarded grant funding to allocate to the agreement expense.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Franklin Health Department James Imaging Agreement, is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Director of Health and Human Services is hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

Phone: 262.781.7700 • Fax: 262.781.9900

53132

[illegible]

BALANCE DUE

Page 1 of 8

**TERMS AND CONDITIONS OF SALE REFERRED TO ON FACE OF ORDER AND EXPRESSLY
AGREED TO BETWEEN BUYER AND JAMES IMAGING SYSTEMS, INC**

- 1 Title to said property shall not pass to the purchaser until obligation is fully paid
 - 2 No transfer, renewal, extension or assignment of this contract or any interest there under or loss, damage, injury or destruction of said property shall release purchaser from his obligation hereunder, assignee of seller shall be entitled to all the rights of seller
 - 3 The property shall remain strictly personal property whether placed upon permanent foundation or in what manner affixed or attached to the building or structure in which it may be contained. Any affixing in any manner of the property to the building or structure shall be misuse in the meaning of Paragraph 6 below
 - 4 There are no warranties, express or implied, representations, promises or statements in connection with the sale of property hereunder except as may be set forth in manufacturer's current warranty applying to property covered by this contract.
 - 5 Time is of the essence in this contract. Any installment or amount payable hereunder if unpaid five (5) days after it becomes due shall include interest there on at the highest lawful contract rate from the due date. In the event that any installment shall not have been paid within thirty (30) days after it becomes due and payable, the purchaser expressly acquiesces in the right of the holder of this contract to delegate a representative to endeavor in person to collect such unpaid installment and in acknowledgment thereof, the purchaser hereby agrees to pay a further charge in a sum equal to five percent (5%) of such unpaid installment but such charge shall neither be less than one dollar nor exceed five dollars in any event. The purchaser agrees in the event this contract is placed in the hands of an attorney for collection to pay fifteen percent (15%) of the amount due or such lesser sum as may be permitted by law as attorney's fees
 - 6 If the purchaser defaults in any payment or compliance with the terms hereof or a proceeding in bankruptcy, receivership or insolvency be instituted against the purchaser of his property, or the seller deems the above property in danger of misuse or confiscation, the seller shall have the right at his or its election to declare the unpaid balance together with any other amount for which the purchaser shall have become obligated hereunder to be immediately due and payable and the seller or any officer of the law may take immediate possession of said property from any possessor with or without demand or notice (possession after default being unlawful) including any accessories thereto and for this purpose the seller may enter upon the premises where said property may be and remove same
- The seller may resell said property at public or private sale at any location, without demand for performance with or without notice or advertisement, with or without such property at the place of sale and upon such terms as the seller may determine the seller may bid at any public sale. From the proceeds of any such sale the seller shall deduct all expenses of retaking, repairing and selling such property including a reasonable attorney's fee. The balance thereof shall be applied to the amount due, any surplus shall be paid over to the purchaser and in case of deficiency, the purchaser shall pay the same with interest at the highest lawful contract rate plus costs of collecting the deficiency. Such repossession shall not affect seller's rights, hereby confirmed to retain all payments made prior thereto by the purchaser hereunder nor shall failure to repossess be a waiver of the right to repossess.
- The seller's acceptance after the full amount may have immediately become due and payable as hereinbefore provided of any installment or payment or part thereof shall not be deemed to alter or affect the purchaser's obligations and/or seller's rights hereunder with respect to any subsequent payments or default therein. Institution and prosecution of suit on default of purchaser shall not constitute a waiver of seller's other rights. Purchaser agrees that on seller's repossession there shall be no charges to seller for rent or storage of said property. Purchaser waives all rights on the repossession of said property by seller to retention by seller of said property for a specified time and to statements of indebtedness by seller.
- 7 If unit is not paid in full the following applies: purchaser agrees not to sell any of the property covered by this contract without permission of seller. Any attempt at resale shall constitute misuse within the meaning of Paragraph 6 above. Purchaser further agrees neither to remove nor to allow to be removed the equipment from the county or from the state to which delivered without consent of seller. Such removal shall constitute misuse within meaning of Paragraph 6 above
 - 8 All remedies of seller whether provided for in this contract or conferred by law are cumulative rights and not alternative and may be enforced successively or concurrently. All words used in this conditional sales contract shall be understood and construed to be as of such gender and number as circumstances may require. Any provision hereof found upon judicial interpretation or construction prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof
 - 9 This agreement, except as to the warranty referred to in Paragraph 4 and the address to be hereafter furnished for payment of installments constitutes the entire contract and no waivers, additions or modifications either in writing or by other means shall be valid unless written upon or attached to this contract.
 - 10 Purchaser authorizes seller or seller's assignee to prepare and file a financing statement covering the collateral described herein together with proceeds and purchaser with at seller or seller's assignee's request, execute said financing state for filing
 - 11 The collateral will be kept at the address shown on the front of this order form and such location will not be charged without prior written consent of Secured Party
 - 12 To secure payment and performance of Debtor's obligations in this Agreement and all Debtor's future debts, obligations and liabilities of whatever nature to Secured Party or Secured Party's assignee ("Obligations") Debtor grants to Secured Party a security interest in the goods described above and all accessions to and spare and repair parts, special tools and equipment and replacements for and proceeds of all or any part of the foregoing ("Collateral")
 - 13 Each person signing this Agreement other than Secured Party, is a Debtor and the obligations hereunder of all Debtors are joint and several. This Agreement benefits the Secured Party, its successors and assigns and binds the Debtor(s) and their respective heirs, personal representatives, successors and assigns

Rev 5/3/2016

3375 Intertech Dr, Brookfield, WI 53045 • 1406 N 25th St, Sheboygan, WI 53081 • 4060 Spencer St, Appleton, WI 54914
Phone: 262.781.7700 • Fax: 262.781.9900

Company
City of Franklin - Health Department

Address
9229 W Loomis Rd

City
FranklinState
WI

Zip
53132

SPECIAL INSTRUCTIONS

EQUIPMENT AND ACCESSORIES

[illegible]

3375 Intertech Drive • Brookfield, WI 53045 • Phone: 262.781.7700 • Fax: 262.781.9900

Company
City of Franklin - Health Department

Address	City	State	Zip
9229 W Loomis Rd	Franklin	WI	53132

Includes: Parts, Labor, Toner, Developer, Toner tanks.

Excludes: Paper and Staples and Printheads.

Terms in Months 60

Overage billing cycle: Monthly ☒

Flat rate BW devices billed at Monthly

Includes: Parts, Labor, Toner, Developer, Toner tanks

Excludes: Paper and Staples and Printheads.

Terms in Months 60

Overage Billing Cycle: Monthly **x**

Flat rate CLR devices billed at Monthly

With install of new HP, please end Contract # 11807-01 for Toshiba 4505AC being replaced. Cost per page locked for 60 months.

Billing to be done quarterly.

Contract Number	Effective from date	Effective To Date	PO #	Sales Rep
				Aaron Heidersheid

MAKE & MODEL (including accessories)	SERIAL #	Equipment ID#	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
HP E87750dn								
TOTAL MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)					2038	3015	0.013000	0.048000

THE TERMS AND CONDITIONS ARE SET FORTH ON THE REVERSE SIDE OF THIS FORM AND ARE AN INTEGRAL PART OF THIS CONTRACT

I have read and agree to the terms and conditions of coverage under this service plan. In the event that this service contract is billed together with a lease, the lease terms and conditions supercede the terms and conditions on this service contract. Otherwise, these conditions constitute the entire understanding between James Imaging Systems, Inc. and myself and no other written or oral representations by any party shall be binding upon James Imaging Systems, Inc.

James Imaging Systems	Customer
Accepted this date: _____	Executed this date: _____
By: _____	By: _____ Director of Health and H
Authorized Signature and Title	Authorized Signature and Title

I have read the terms and conditions and initialed any changes

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1 The initial term of this agreement shall be for a period of (1) one year unless otherwise specified. This agreement shall be renewed automatically, each year for a period of twelve (12) months unless written notice of your intention to decline this renewal is received by James Imaging Systems (JIS) at least 60 (sixty) days prior to the effective renewal date. JIS reserves the right to increase the service rate annually on the anniversary date of the contract unless otherwise specified on the front of this contract. This agreement is not assignable or transferable by client without JIS prior written consent. JIS may terminate this Agreement if equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. JIS reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service of any equipment which has been relocated outside its normal service area.

2 The pricing of this agreement is based upon the number of images and/or the term of this agreement (8 5x11 & 8 5x14 size papers equals 1 image, 11x17 equals 2 images). In the event of early termination by the client, all remaining base charges shall become immediately due and owing. If this agreement is calculated on a cost-per-image maintenance program, the early termination fee will be calculated based on the average of the actual usage charges (aka "overage charges") from the beginning date of the agreement, multiplied by the remaining months of the Agreement. All flat rate devices include unlimited prints with print volumes reviewed and adjusted semi annually if warranted.

3 This agreement covers maintenance on the equipment only and does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at JIS standard time and materials rates.

4 The minimum maintenance rate, any billable excess images, and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due net ten (10) days from the date of the invoice.

5 All required preventive maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by JIS or its assigned servicing dealer during its regular business hours (8:00 a.m. – 4:30 p.m., Monday through Friday, except holidays) at no additional cost to client. JIS shall have full and free access to service equipment. All parts and supplies provided under this contract are on an exchange basis and may be new, used or refurbished. Title to all supplies remains with JIS until said supplies are consumed to the extent they may not be further utilized in the copy process. JIS will furnish supplies included on the reverse side of this agreement (unless otherwise specified, paper and staples are not included) in quantities and intervals as usage history dictates and determined by JIS. Requests for additional supplies not supported by usage records will be chargeable. Neither JIS nor an assigned servicing dealer shall be responsible for any delays in servicing the equipment due to delay in obtaining a necessary part or supply.

6 JIS assumes no liability for operator error or damage caused by client. Service calls for operator function (adding or changing supplies, auto gradation/color calibration, and exposure glass cleaning) will be subject to a time and material service charge at JIS then current rate. Additional chargeable services include but are not limited to:

- a) Repairs resulting from causes other than normal use: customer's willful act, negligence or misuse, customer's use of supplies which cause abnormally frequent service calls or service problems, accident, failure or variances of electrical power; failure to provide proper operating environment, abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.
- b) Subsequent repairs made when personnel other than those of JIS or its assigned servicing dealer perform service.
- c) Repairs made necessary from relocation of equipment by anyone other than JIS or its assigned servicing dealer. JIS reserves the right to terminate this agreement based upon damages to Equipment and to invoice customer any and all remaining payments applicable to this agreement.
- d) Equipment moves and all network services deemed necessary by the move.
- e) Work which customer requests to be performed outside regular business hours.

7 When in JIS sole discretion the equipment has reached its useful life expectancy, and cannot be maintained in good working order through JIS routine preventive maintenance service, or if work beyond the scope of this Agreement is required, JIS shall submit to client a cost estimate of such work. This cost will be in addition to charges payable under the contract. If client declines to authorize the same, dealer shall have the right to discontinue service under this agreement, refuse to renew this agreement at time of renewal or substitute same or similar machine.

8 Client agrees to provide current month copy count, as reasonably requested to JIS. In the event JIS does not receive the current copy counts, then the maintenance charges will be calculated using the average of the prior 3 (three) months maintenance charges.

9 James Imaging Systems, Inc. reserves the right to withhold service and product if client fails to make any payment due under the terms and conditions of this Agreement. If client fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this agreement, client agrees that all payments due under said agreement shall be accelerated and client shall be liable for all payments due under the full term of this agreement that are unpaid or the established retail cost of all services completed by the dealer for the benefit of client. If client breaches any term or condition of this agreement, customer agrees to reimburse JIS for all attorney fees and costs JIS expends to enforce the terms and conditions of this agreement.

10 This agreement is not refundable. If the equipment covered by this agreement is traded in for different equipment from JIS, any unused portion of the contract shall be pro-rated and applied toward the maintenance agreement of the new equipment.

11 This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written. This agreement may only be amended in writing, signed by an authorized employee of the client and JIS.



Equipment Network Installation Agreement

3375 Intertech Dr, Brookfield, WI 53045 • 1406 N 25th St, Sheboygan, WI 53081 • 4060 Spencer St, Appleton, WI 54914

Phone: 262.781.7700 • Fax: 262.781.9900

This agreement outlines the scope of services provided by our *Field Service Technicians / Connectivity Specialists* in connecting office equipment acquired from James Imaging Systems to your computer or network.

Services include systems software and hardware installation, and technical support of acquired products. Support for document management software, scanning software, forms management applications, computers, servers and networks are not included in this agreement.

It is the responsibility of the Client to perform all necessary operating system and application updates to the computers and/or network servers prior to the actual installation. The Client is also responsible for performing system and data backups of all computers and servers involved in the installation. James Imaging Systems bears no responsibility for any damage done to, or for information lost from said computers, servers or other network hardware.

Services are provided during normal business hours, 8 am to 5 pm, Monday through Friday except on holidays. Services provided after hours, or on weekends or holidays, if available, will be billed at the standard overtime rates in effect at the time the service call is made.

Client Responsibilities:

- Provide proper power and phone line/network jack module (if applicable)
- Active network connection and cable located near the equipment
- Completion of the Pre-Installation Configuration Worksheet
- Network Administrator available for contact on the day of the installation
- Provide workstations which meet the minimum operating requirements of acquired systems
 - Workstations will be virus free and in good working order for the installation
 - Complete the Installation of all updates and service packs for the computers
- Back up all computer/server data

James Imaging Systems will:

- Consult with the Client's Network Administrator on system configuration and requirements
- Identify all product placement criteria and configure the systems to meet requirements
- Coordinate the ordering of the system components and software
- Confirm the installation requirements with the Client and establish a timetable for installation

Installation includes:

-For each System installed, James Imaging Systems will provide:

- Coordinate the delivery of the system components
- **Provide installation support which includes:**
 - Installation and testing of the system components
 - Driver installation support and training(up to 6 workstations and 1 server)
 - Training of the Key Operator
 - Configuration of remote diagnostics and/or meter reading systems

Assistance required beyond the initial listed service will be subject to a professional service support charge: Professional Services Support: \$180.00/ hour

James Imaging Systems in not responsible for any charges incurred by client through outside vendor support.

Data Collection (DCA)

The Client agrees to allow James Imaging Systems to install data collection software for the purpose of automating the capture of device counts and other pertinent information used in managing the account including automated supply fulfillment. The information collected includes device serial number, IP address, meter, supply usage, notes, device location, and device alerts.

Covered Operating Systems and Applications

Server Operating Systems: All currently supported Microsoft Operating Systems and Unix/Linux

Workstation Operating Systems: All currently supported Microsoft Operating Systems and MAC

Other application support is provided on a billable, best effort basis. James Imaging Systems makes no representation of our ability to support best effort applications.

Confidentiality

All data and information of any nature made available by the Client to James Imaging Systems, by virtue of this agreement or the relationship created by this agreement, shall be held in strict confidence by James Imaging Systems.

Client Acceptance

By signing below, you verify to James Imaging Systems that you have received, read and accept all terms and conditions on this page and on this Agreement.

Lauren Gottlieb

Client(Printed)

Signature

Director of Health and Human Services

Title

Date



NetSmart Agreement

3375 Intertech Dr, Brookfield, WI 53045 • 1406 N 25th St, Sheboygan, WI 53081 • 4060 Spencer St, Appleton, WI 54914

Phone: 262.781.7700 • Fax: 262.781.9900

BILL TO

Company

City of Franklin - Health Department

Address

9229 W Loomis Rd

City

Franklin

State

WI

Zip

53132

NetSmart Support Agreement

This **NetSmart Support Agreement** provides technical resources to assist with daily maintenance of network connected print or multifunctional devices. Often when new servers and workstations are installed or updates to antivirus protection take place, the print/scan features of your device may lose functionality. There are a variety of situations that will occur that can limit full functionality of equipment in a network environment. **NetSmart** is a supplemental agreement that entitles end users access to the James Imaging Systems network support Help Desk at no additional charge. James Imaging Systems Help Desk personnel are capable of diagnosing a problem, isolating a fault and fixing an issue through a remote connection or over the phone, all in an effort to limit potential down time. Necessary on site service calls can also be scheduled. **NetSmart** is a supplemental agreement offered to clients whose equipment is already covered by a James Imaging Systems maintenance agreement. Only serial numbers listed on this agreement will be covered.

Services covered under this agreement are related to loss of Print, Scan and network fax. - Example Services Covered

- | | |
|--|--|
| <ul style="list-style-type: none"> • Driver installation • Address Book changes • Due to print jobs stuck in queue • Wireless connection resetting | <ul style="list-style-type: none"> • Changes in IP addresses • Change in operating system • Change in computer name • Scan to folder / Scan to email |
|--|--|

NetSmart Support Agreement Package Details

With NetSmart Agreement

- Help Desk Support - INCLUDED
- Network Troubleshooting - INCLUDED
- Scanning Issues - INCLUDED
- Print Driver Updates - INCLUDED

Without NetSmart Agreement

- Help Desk Support - \$45.00 per 15 minutes
- Network Troubleshooting - \$180.00 per hour (min. 1/2 hr.)
- Scanning Issues - \$180.00 per hour (min. 1/2 hr.)
- Print Driver Updates - \$180.00 per hour (min. 1/2 hr.)

NetSmart Support Agreement Plan

Copiers	Total Devices Covered	Rate (Per Device)	Billed	Total Cost
1 to 3		\$9.95	Monthly	
4 to 6		\$8.95	Monthly	
7 to 10		\$7.95	Monthly	
11 to 25		\$6.95	Monthly	
26 +		\$5.95	Monthly	

Printers	Total Devices Covered	Rate (Per Device)	Billed	Total Cost
1 to 15		\$4.95	Monthly	
16 to 30		\$3.95	Monthly	
31 +		\$2.95	Monthly	
Grand Total				\$0.00

The functionality and configuration of print, scan and network faxing issues are beyond the scope of a standard James Imaging Systems equipment maintenance agreement. By declining this **NetSmart Support Agreement**, I understand that calls placed to our Call Center for service calls related to those functions or features described will be chargeable at our then current published time and material rates.

☐

I accept the NetSmart Support Agreement

☒

I decline the NetSmart Support Agreement

I acknowledge that by declining the NetSmart Support Agreement Package, charges for items listed above will be incurred.

James Imaging Systems Acknowledgment

Authorized Signature	Date
Print Name	Title

Customer Acknowledgment

Authorized Signature	Date
Lauren Gottlieb	Director of Health and
Print Name	Title

*I have read the contract terms on reverse side

(initial here)

Rev. 4/22/2022

Certificate Of Completion

Envelope Id: 424B088C-7AB4-406B-8311-3B98D880F50C

Status: Delivered

Subject: On behalf of Aaron Heidersheid Complete with Docusign: JI242917 City of Franklin Health Department.

Source Envelope:

Document Pages: 8

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kelly Socolick

AutoNav: Enabled

3375 Intertech Drive

Envelope Stamping: Enabled

nil

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Brookfield, WI 53045

ksocolick@jamesimaging.com

IP Address: 74.87.72.162

Record Tracking

Status: Original

Holder: Kelly Socolick

Location: DocuSign

12/12/2024 11:03:44 AM

ksocolick@jamesimaging.com

Signer Events

Signature

Timestamp

Lauren Gottlieb

Sent: 12/12/2024 11:06:05 AM

llube@franklinwi.gov

Viewed: 12/12/2024 2:06:43 PM

Director of Health and Human Services

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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Aaron Heidersheid

aheidersheid@jamesimaging.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Witness Events

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Notary Events

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Envelope Summary Events

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Timestamps

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Payment Events

Status

Timestamps

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	Request Common Council Approval of updates to the Fire Battalion Chief and Lieutenant job descriptions and the adoption of a new Captain job description.	ITEM NUMBER G.4.

The Fire Department is seeking council approval to update the job descriptions (as attached) for the position of Battalion Chief and Lieutenant, as well as the adoption of a new Captain job description. These proposals were reviewed by the Personnel Committee on December 16th, 2024.

Changes to the current Battalion Chief and Lieutenant job descriptions are mainly related to updating education and training requirements, as well as adjusting the format to be consistent with other intra-department job descriptions.

In regard to the new Captain job description and position; over the last two years, command staff received feedback that there was potential room for improvement on how the role of "Acting Battalion Chief" was filled when a temporary vacancy needed to be filled due to scheduled or unscheduled leave. Each of our three rotating 24-hour shifts is led by a sworn Battalion Chief who functions as the Shift Commander. The Battalion Chief is not part of the bargaining unit and is a management position. When the assigned Battalion Chief is on leave (vacation, holiday, sick, etc.) and shift staffing is above the minimum required levels, one of the on-duty Lieutenants is assigned to perform the shift commander role.

With the growth being experienced in the community, a perpetual increase in calls for service and the considerable responsibilities of the shift commander position, many Lieutenants felt that a smaller "Core group" of individuals may be better prepared to perform this role on a consistent basis as opposed to only serving in this capacity a few times per year. Additionally, the department identified the potential benefits of a single point of accountability for the management and upkeep of each fire station.

During contract negotiations in late 2023, the department and Local 2760 adopted a letter of understanding (attached) for the establishment of a Captain position in 2025. It is the intent to promote three Captain positions from the current pool of Franklin Fire Department Lieutenants. Initially, it is planned that one Captain will be assigned to each operational shift (working the 56 hour per week work schedule). A primary goal of establishing this new rank is to provide a pathway of professional development from company officer to Battalion Chief. It is expected that the Captain will perform the role of Acting Battalion Chief when necessary in the absence of normally assigned Battalion Chief.

COUNCIL ACTION REQUESTED

Motion to approve updates to the Fire Battalion Chief and Lieutenant job descriptions and the adoption of a new Captain job description.

CITY OF FRANKLIN

Job Description

Job Title : Battalion Chief

Department : Fire

Appointing Authority : Fire Chief/Fire & Police Commission

Reports To : Fire Chief

Salary Level : Salary Grade 12

FLSA Status : Exempt

Prepared By : James C. Mayer, Fire Chief

Prepared Date: November 21, 2024

Approved By: Common Council

Approved Date :

SUMMARY

Assists the Fire Chief in planning, organizing and directing all Fire Department operations. Perform a variety of routine and complex public safety work in the administration of the fire department. Supervise fire suppression, emergency medical calls, hazardous materials, fire education, fire prevention, and related fire department activities. Work requires considerable independence and professional decision-making.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Performs highly responsible duties serving as a confidential staff advisor to the Fire Chief, recommending, implementing and enforcing policies.

Assume the role of incident commander and determine an overall plan to resolve fire and/or emergency medical situations. Direct subordinate officers and fire crews to appropriate assignments to ensure the plan of action is followed in a safe and effective manner.

Supervise the scheduling and coordination of shift changes shift activities.

Review a variety of fire related reports prepared by subordinate officers or others.

Determine how to deploy personnel during periods requiring special fire department response.

Oversee and assist, as needed, the maintaining of a daily log of personnel accountability, department activity and emergency situations.

Oversee and assist, as needed, the instructing and drilling of fire fighters in use of equipment and methods pertaining to fire, emergency, and medical issues.

Determine methods of providing emergency medical response, priorities, location of equipment, and deployment of apparatus to ensure the proper response is made to alarms for emergency medical services.

Monitor and observe departmental activities to ensure that conduct and performance conform to department standards.

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

Decide response priorities and ensure the proper response is made to alarms received during the course of assigned shift.

Determine if additional resources are needed from other communities.

May be directed to conduct internal affair investigations and counsel assigned personnel and/or administer appropriate discipline as warranted.

Respond to multiple alarm fire as needed; assume command in the absence of superior officers.

Supervise and participate, as needed, in the operation of departmental in-service training activities.

Prepare a variety of reports and records including personnel records, prepare performance evaluations, and requisitions.

Assist in the preparation and administration of the annual department budget.

Perform duties of Fire Chief, in the absence of the Fire Chief, Assistant Chief or Deputy Chief.

Maintain professional certifications and keep abreast of changes in the delivery of fire and rescue services.

Review, evaluate, and develop programs, policies, and standard operating guidelines related to Fire Department activities with approval from the Chief.

Supervise the activity and personnel at all fire stations during their shift.

Review a variety of fire related reports prepared by subordinate officers or others.

Assists in reviewing evaluating, and developing programs, policies, and standard operating guidelines related to Fire Department activities.

Perform other duties as assigned by the Fire Chief.

PERIPHERAL DUTIES

Perform the duties of subordinate personnel as needed.

Attend conferences and meetings to keep abreast of current trends in the field, represent the City Fire/EMS Department in a variety of local, county, state and other meetings.

Coordinate activities with other supervisors and other City departments, and exchanges information with officials in other fire departments.

Maintain contact with general public, department officers and other City officials in the performance of fire department activities.

Assist in researching and submissions of grants.

Assist Inspection Office in plan review for new developments and other construction projects.

Oversee and develop plans for the maintenance of department equipment, supplies and facilities.

May be assigned to oversee, develop and implement maintenance needed for buildings, apparatus and equipment including general supplies.

Schedule and conduct meetings.

MINIMUM QUALIFICATIONS

Education and Experience:

Bachelor's Degree in fire science or a closely related field such as Public Safety or Public Administration, or as determined by the Fire and Police Commission. ~~(Degree can be obtained within 4 years of the appointment, provided continued work toward degree completion can be shown throughout this time period.)~~ Successful completion of WI Emergency Medical Technician - Paramedic, five (5) years of experience as a Company Officer (Captain, Lieutenant) (or ten (10) years fire service experience may be considered), and completion of the State of Wisconsin Fire Officer I Certification Program.

Necessary Knowledge, Skills and Abilities:

Extensive knowledge of modern fire suppression and prevention and emergency medical service principles, procedures, techniques, and equipment.

Extensive knowledge of first aid and resuscitation techniques and their application as demonstrated through State EMT Certification.

Considerable knowledge of applicable laws, ordinances, departmental standard operating guidelines, policies, and regulations.

An understanding of the computer network and proficient in the use of software used in the Department.

Proficient in the use of all tools and equipment.

Ability to train and supervise and lead subordinate personnel.

Ability to perform work requiring good physical condition.

Ability to effectively communicate in writing and verbally.

Ability to adapt to change.

Ability to effectively provide and receive verbal and written instructions.

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

Ability to make independent judgments that have highly significant impacts on the organization.

Ability to meet the special requirements listed below.

SUPERVISION RECEIVED

Per department chain of command

SUPERVISION EXERCISED

Supervises subordinate personnel per department chain of command. Supervises all fire and EMS personnel on a shift. Trains employees in procedures and techniques. Coaches and counsels employees in job performance. Effectively recommends discipline, when appropriate.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

- Valid WI driver's license.
- Valid Wisconsin EMT - Paramedic License.
- ~~Maintain Wisconsin Fire Officer certification.~~

Completion of the following courses or their equivalent as described by the United States Federal Emergency Management Agency:

- ICS-100: Introduction to the Incident Command System*
- ICS-200: ICS for Single Resources and Initial Action Incidents*
- ICS-300: Intermediate ICS*
- ICS-400: Advanced ICS for General Staff*
- ICS-700: National Incident Management System*
- ICS-800: National Response Framework*

National Fire Academy - Incident Safety Officer (ISO) Certificate*

Battalion Chiefs promoted after the 2024 revision of this job description will be permitted to complete the certifications indicated by () no later than December 31, 2027.

Must successfully pass medical exam consistent with NFPA 1582, after job offer.

Must pass annual physical fitness assessment.

TOOLS AND EQUIPMENT USED

Typewriter; calculator; copy machine; personal computer; fax machine; telephone; measuring devices; camera; power tools; hand tools; chain saws; shovels; brooms; ladders; exhaust fans; automobile; fire truck; ambulance; patient restraints; first aid equipment; oxygen; electronics test equipment; defibrillator; general medical equipment; patient lifting devices; breathing apparatus; steel-tip boots; hearing and eye protection; firefighting clothing; Thermal imaging equipment; hazardous atmosphere metering equipment; and hazardous chemical clothing.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

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

Work is performed primarily in office, vehicle and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations.

Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, poisonous gases, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places, and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risks of electrical shock, and vibration. It is reasonably anticipated that the individual will be exposed to blood-borne pathogens in the course of their duties.

The noise level in the work environment is usually quiet in office settings, and loud at emergency scenes.

Job Responsibilities Related to Patient Privacy

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

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

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

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

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

CITY OF FRANKLIN
Job Description

Job Title : Captain

Department : Fire

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

Reports To : Battalion Chief

Salary Level : Per Labor Union Contract

FLSA Status: Non-exempt

Prepared By : James C. Mayer, Fire Chief

Prepared Date : November 21, 2024

Approved By : Common Council

Approved Date :

GENERAL PURPOSE:- Summary:

Consistent with the requirements set forth in NFPA 1021: *Standard for Fire Officer Professional Qualifications*, perform the general duties of a modern fire company officer; including leading and supervising employees in emergency operations such as structural firefighting and providing Emergency Medical Services at the advanced (Paramedic) level; and while performing non-emergency essential daily duties.

The Captain will provide additional authority and oversight on each of the three operational shifts in support of the Battalion Chief (Shift Commander), directly supervise the operations and upkeep of a designated fire station, as well as ancillary management responsibilities commensurate to this mid-level management position.

Duties of the Captain are intended to provide a pathway of professional development from company officer to Battalion Chief. It is expected that the Captain will perform the role of Acting Battalion Chief when necessary in the absence of normally assigned Battalion Chief.

The Captain will actively promote employee safety and wellness, accountability, and effective and constructive two-way communication pathways. The Captain will act as a guide, mentor, coach, and advocate on behalf of his or her assigned crewmembers; and is generally responsible for the condition, status, and response readiness of his or her assigned station, apparatus, and crew.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Perform firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, performing firefighting tasks; and providing primary supervision of personnel performing those tasks.

~~Provide Perform~~ emergency medical care and transport as a licensed EMT-Paramedic to the standards established by the department, the Milwaukee County EMS Medical Director, and the State of Wisconsin. ~~aid activities including administering Emergency Medical Services (EMS) at the paramedic practice level, and providing other assistance to community residents, visitors, and stakeholders as required.~~

Participate and supervise in fire drills, attend and instruct classes in firefighting, emergency medical care and treatment, hazardous materials response, and a variety of related subjects.

Receive and relay phone fire calls and fire alarms information. Operate radio and other communication equipment. Ensure that the proper response is made to each call.

Participate in the inspection of buildings, hydrants, and other structures in ~~fire prevention programs.~~ As required by State Status and Department community safety initiatives. Also, supervise firefighters performing inspections.

Supervise and assist firefighters in maintenance of fire equipment, apparatus and facilities. Perform minor repairs to departmental equipment.

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

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

Perform duties as a licensed EMT-Paramedic, according to criteria and standards set forth by the department and the Milwaukee County Office of Emergency Management (MC-OEM)

Assist in department administrative activities.

PERIPHERAL DUTIES

Establish initial incident command at the scene of emergencies, and assume the role and responsibility of Acting Battalion Chief/Shift Commander as assigned.

Under the direction of the department Assistant Chiefs, directly supervise the operations and upkeep of a designated fire station.

Develop and maintain station maintenance assignments between all duty shifts; ensuring that routine and periodic station maintenance is being performed accordingly.

Responsible for cleanliness of station, supply inventory, and maintenance of apparatus, tools, equipment and all other fire department property assigned to a particular station.

Serve as community liaison for events and fire department public outreach activities in the station's assigned first-response area.

Provide input to the annual budget and overall strategic planning process on issues related to the facility needs of their assigned fire station.

~~Under the supervision of the Battalion Chief,~~ assists in facilitating ancillary shift activities such as scheduling, training, pre-emergency planning, and other activities related to department readiness as assigned.

Supervising and evaluating assigned personnel.

MINIMUM QUALIFICATIONS

Education and Experience:

Current appointment as a City of Franklin Fire Department Lieutenant.

High School graduation or GED equivalent, WI EMT– Paramedic license with current Milwaukee County full practice paramedic status, Certified Firefighter II and Fire Officer I, Associates Degree in Fire Science or at least 65 college credits towards a Bachelor's Degree in Fire Science or an occupationally related field as determined by the Franklin Fire and Police Commission.

Necessary Knowledge, Skills and Abilities:

Working knowledge of driver safety.

Working knowledge of emergency medical care.

Working knowledge of the operation of fire suppression and other emergency equipment.

Working knowledge of standard firefighting, emergency response, hazardous materials, and fire prevention techniques.

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

Ability to act effectively in emergency and stressful situations.

Ability to give and receive verbal and written instructions.

Ability to effectively communicate in writing and verbally.

Ability to adapt to change.

Ability to establish effective working relationships with employees, other agencies, and the general public.

An understanding of the computer network and proficient in the use of software used in the Department.

Ability to train & supervise subordinate personnel.

Ability to make independent judgments which have significant impacts on the organization.

SUPERVISION EXERCISED

Exercises supervision over Lieutenants and Firefighters as assigned.

RESPONSIBILITY FOR PUBLIC CONTACT

Frequent contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

Valid WI driver's license

Wisconsin EMT-Paramedic License, Milwaukee County full practice status paramedic

Completion of the following courses or their equivalent as described by the United States Federal Emergency Management Agency:

- ICS-100: Introduction to the Incident Command System*
- ICS-200: ICS for Single Resources and Initial Action Incidents*
- ICS-300: Intermediate ICS*
- ICS-700: National Incident Management System*
- ICS-800: National Response Framework*

Wisconsin State Certified – Fire & Emergency Services Instructor I*

National Fire Academy - Incident Safety Officer (ISO) Certificate*

***Captains promoted under the initial 2024 adoption of this job description will be permitted to complete the certifications indicated by (*) no later than December 31, 2027.**

Must successfully pass medical exam consistent with NFPA 1582 and per department policy. ~~after job offer.~~

Must pass annual physical fitness assessment.

TOOLS AND EQUIPMENT USED

Personal computer, laptop computer, tablet; Calculator; copy machine; ~~computer~~; fax machine; cell phone ~~telephone~~; measuring devices; camera; power tools; hand tools; chain saws; shovels; brooms; ladders; exhaust fans; automobile; heavy fire apparatus; ambulance; patient restraints; first aid equipment; oxygen; environmental meters and other electronics test equipment; general medical equipment; patient lifting devices; breathing apparatus; thermal imaging equipment; steel-tip boots; hearing and eye protection; structural firefighting turnout gear; and any other required/ issued personal protective equipment.

PHYSICAL DEMANDS

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

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

The employee must frequently lift and/or move up to 50 pounds (in probationary and firefighter/paramedic it states 10 pounds, do we want 10 pounds or 50 pounds?) and occasionally lift and/or move up to 130 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

Work is performed primarily in office, vehicle and outdoor settings, and in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, oils, toxins, and carcinogens. NOT IN THE PROBATIONARY OR FF/P POSITION DO WE WANT IT? COMPARE AS A WHOLE TO THE OTHERS BECAUSE THEY ARE OFF.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts, in high, precarious places and is

occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risks of electrical shock, and vibration.

It is reasonably anticipated that the individual will be exposed to blood-borne pathogens, bodily fluids, and/or other potentially infectious materials in the course of their duties. The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

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

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

Job Responsibilities Related to Patient Privacy

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

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

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

Disclaimer:

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

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

CITY OF FRANKLIN

Job Description

Job Title : Lieutenant

Department : Fire

Appointing Authority: Fire Chief/Fire & Police Commission

Reports To : Assistant Chief and/or Battalion Chief

Salary Level : Per Collective Bargaining Labor Agreement

FLSA Status: Non-exempt

Prepared By : James C. Mayer, Fire Chief

Prepared Date : November 21, 2024

Approved By : Common Council

Approved Date :

GENERAL PURPOSE Summary:

Consistent with the requirements set forth in NFPA 1021: *Standard for Fire Officer Professional Qualifications*, perform the general duties of a modern fire company officer; including leading and supervising employees in emergency operations such as structural firefighting and providing Emergency Medical Services at the advanced (Paramedic) level; and while performing non-emergency essential daily duties.

ADD SPACE TO MATCH CAPTAINS POSITION

The Lieutenant will actively promote employee safety and wellness, accountability, and effective and constructive two-way communication pathways. The Lieutenant will act as a guide, mentor, coach, and advocate on behalf of his or her assigned crewmembers; and is generally responsible for the condition, status, and response readiness of his or her assigned station, apparatus, and crew.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Perform firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, performing firefighting tasks; and providing primary supervision of personnel performing those tasks.

~~Provide~~ Perform emergency medical care and transport as a licensed EMT-Paramedic to the standards established by the department, the Milwaukee County EMS Medical Director, and the State of Wisconsin. ~~aid activities including administering Emergency Medical Services (EMS) at the paramedic practice level, and providing other assistance to community residents, visitors, and stakeholders as required.~~

Participate and supervise in fire drills, attend and instruct classes in firefighting, emergency medical ~~care and treatment~~, hazardous materials ~~response~~, and ~~a variety of~~ related subjects.

Receive and relay ~~phone~~ fire calls and fire alarms ~~information~~. Operate radio and other communication equipment. Ensure that the proper response is made to each call.

Participate in the inspection of buildings, hydrants, and other structures in

fire prevention programs. As required by State Status and Department community safety initiatives. Also, supervise firefighters performing inspections.

Supervise and assist firefighters in maintenance of fire equipment, apparatus and facilities. Perform minor repairs to departmental equipment.

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

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

Perform duties as a licensed EMT-Paramedic, according to criteria and standards set forth by the department and the Milwaukee County Office of Emergency Management (MC-OEM)

Assist in department administrative activities.

PERIPHERAL DUTIES

Establish initial incident command at the scene of emergencies, and assume the role and responsibility of Acting Battalion Chief/Shift Commander as assigned.

Under the supervision of the Battalion Chief, assists in the operation of the fire station, including training, supervising and evaluating assigned personnel.

MINIMUM QUALIFICATIONS

Education and Experience:

High School graduation or GED equivalent, successful completion of WI Emergency Medical Technician EMT- Paramedic license with current Milwaukee County full practice paramedic status, Certified Firefighter II and Fire Officer I, Completion of Franklin Fire Department Officer Development Certification, current Milwaukee County full practice paramedic status, Associates Degree in Fire Science or at least 65 college credits towards a Bachelor's Degree in Fire Science or an occupationally related field as determined by the Franklin Fire and Police Commission, and three (3) years' experience as a full-time firefighter.

Necessary Knowledge, Skills and Abilities:

Working knowledge of driver safety.

Working knowledge of first-aid emergency medical care.

Working knowledge of the operation of fire suppression and other emergency equipment.

Working knowledge of standard firefighting, emergency aid-response, hazardous materials, and fire prevention techniques.

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

Ability to act effectively in emergency and stressful situations.

Ability to give and receive verbal and written instructions.

Ability to effectively communicate in writing and verbally.

Ability to adapt to change.

Ability to establish effective working relationships with employees, other agencies, and the general public.

An understanding of the computer network and proficient in the use of software used in the Department.

Ability to train & supervise subordinate personnel.

Ability to make independent judgments which have significant impacts on the organization.

SUPERVISION EXERCISED

Exercises supervision over Firefighters as assigned.

RESPONSIBILITY FOR PUBLIC CONTACT

Frequent contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

Valid WI driver's license.

Wisconsin Paramedic License, Milwaukee County full practice status paramedic **current National Registry of Emergency Medical Technician-Paramedic (NREMT-P) unless grandfathered from this specific requirement by MC-OEM.**

Completion of the following courses or their equivalent as described by the United States Federal Emergency Management Agency:

- ICS-100: Introduction to the Incident Command System*
- ICS-200: ICS for Single Resources and Initial Action Incidents*
- ICS-700: National Incident Management System*
- ICS-800: National Response Framework*

National Fire Academy - Incident Safety Officer (ISO) Certificate*

***Lieutenants promoted after the 2024 revision of this job description will be permitted to complete the certifications indicated by (*) no later than December 31, 2027.**

Must successfully pass medical exam consistent with NFPA 1582 **and per department policy.** after job offer.

Must pass annual physical fitness assessment.

TOOLS AND EQUIPMENT USED

Personal computer, laptop computer, tablet; Calculator; copy machine; ~~computer~~; fax machine; **cell phone** telephone; measuring devices; camera; power tools; hand tools; chain saws; shovels; brooms; ladders; exhaust fans; automobile; ~~heavy fire apparatus~~; ambulance; **patient restraints; first aid equipment;** oxygen; **environmental meters and other** electronics test equipment; general medical equipment; patient lifting devices; breathing apparatus; thermal imaging equipment; steel-tip boots; hearing and eye protection; structural firefighting turnout gear; and-any other required/ issued personal protective equipment.

PHYSICAL DEMANDS

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

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

The employee must frequently lift and/or move up to 50 pounds (in probationary and firefighter/paramedic it states 10 pounds, do we want 10 pounds or 50 pounds?) and occasionally lift and/or move up to 130 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

Work is performed primarily in office, vehicle and outdoor settings, and in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, oils, toxins, and carcinogens.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risks of electrical shock, and vibration.

It is reasonably anticipated that the individual will be exposed to blood-borne pathogens, bodily fluids, and/or other potentially infectious materials in the course of their duties. The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

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

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

Job Responsibilities Related to Patient Privacy

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

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

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

Disclaimer:

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS AND RECOMMENDATIONS	Request Common Council Approval of sick leave and compensatory time off benefits for Fire Battalion Chiefs to more closely align with benefit changes for represented fire department members.	ITEM NUMBER G.5.

The Fire Department is seeking council approval to update the sick leave and compensatory time off benefits to more closely align with changes adopted in the 2024 firefighter's union contract for represented department members. This update was reviewed by the Personnel Committee on December 16th, 2024.

The Franklin Fire Department's three (3) Battalion Chiefs serve as "Shift Commanders" on each of our rotating, 24-hour duty shifts. The Battalion Chiefs are part of our administrative staff (non-represented) and are the highest-ranking officer assigned to each duty shift. They perform a wide range of functions including daily oversight of fourteen personnel assigned to their respective shifts, who are on duty at the city's three fire stations.

The Battalion Chiefs work the same 56 hour per-week shift schedule as the represented personnel they supervise. Their work is not limited to administrative duties and can be very physically demanding, as they respond to emergency calls including fires, vehicle crashes and emergency medical calls for service at all times of the day and in all weather conditions. The primary role of the Battalion Chief is to serve as the overall Incident Commander for significant emergency incidents within the City of Franklin.

I am requesting the following adjustments to the Battalion Chief sick leave benefit listed in the Employee Handbook. This adjustment will provide parity with the represented employees and will be extremely valuable for employee retention, health and morale.

Sick leave -

During negotiations for the 2024-2026 Fire Labor Agreement it was agreed to increase the sick leave benefit to 24 hours (1 shift) per-month for represented employees. Currently Battalion Chiefs receive 12 hours a month. In addition, they must relinquish 72 hours of sick leave in order to obtain their 5th week of vacation. This has the effect of the Battalion Chiefs receiving only 3 shifts of sick leave per year compared to the 12 shifts received by the bargaining unit employees.

I propose making an equal adjustment for the Battalion Chiefs, effective 1/1/2025. The following changes would be incorporated into the Employee Handbook Sick Leave language:

Extended-term employees shall not be entitled to use sick leave until they have been employed continuously for at least six (6) months, and have successfully completed a standard introductory period. Sick leave shall accrue at the rate of eight (8) hours for each calendar month of service for extended-term full-time employees. Effective 1/1/2024 1/1/2025, Fire Department command staff that work a 24-hour shift will accrue paid sick leave at the rate of 1/2 1 working day (~~12 hours~~ 24 hours) for each full month of service (prior to 1/1/24 1/1/25 this was 24 12 hours per month). Supervisory and management employees do not have a maximum accumulation of sick leave. A full month of service shall refer to any month in which an employee receives pay for at least ten (10) days. For Fire Command staff that work a

24-hour shift a full month of service shall refer to any month in which the employee receives pay for at least five (5) days.

Compensatory Time Off (CTO) -

In the 2024 – 2026 Fire Labor Agreement, the allowed bank of CTO was increased from 72 to 96 hours for represented employees.

I propose making an equal adjustment for the Battalion Chiefs, effective 1/1/2025. The following changes would be incorporated into the Employee Handbook Overtime language:

Fire Department Provisions: Battalion Chiefs working a 56-hour work week are eligible to receive overtime payment or compensatory time according to the Fair Labor Standards Act, Fire Department work rules, and the City's Employee Handbook. Battalion Chiefs may accumulate up to 96 hours of compensatory time off. Any portion of a compensatory time balance accumulated may be carried forward from one calendar year to a subsequent calendar year; however, any such balance carried forward may only be taken off and may not be paid out except in the case of termination. Once per month, except in December, and in conjunction with the time sheets submitted for the last pay date of each month, employees may request payout of any compensation time balance accrued during that calendar year.

COUNCIL ACTION REQUESTED

Motion to approve implementation of the proposed benefit changes for the Fire Battalion Chiefs effective 1/1/2025 and authorization to insert the above recommended language changes into the Employee Handbook.

Fire: JCM

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 17, 2024
REPORTS & RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Authorize an Amendment to the Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements in the Amount of \$35,000	ITEM NUMBER G. 6.

BACKGROUND

The Common Council, at their July 6, 2021 meeting, approved a motion authorizing a consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements. On December 21, 2021 and March 21, 2023, the Common Council amended the consulting agreements with SB Friedman providing an additional \$35,000 expenditure each time. This request is to authorize the same agreement and funding for 2024 and 2025. This agreement is in place to assist staff, as needed, to navigate the complex development agreement issues associated with the many large development initiatives in progress and currently being contemplated in the City. Due to the impact of those agreements on the City and its taxpayers, it is prudent for extreme due diligence to be performed on the terms and conditions of those agreements both in advance of execution as well as during the term of the agreement with regard to financial implications. SB Friedman has been providing the City with a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements.

ANALYSIS

The consulting services agreement with SB Friedman is a time-and-materials agreement, with an amount not-to-exceed \$35,000, including professional fees for service based on hourly rates and effort requested. The Mayor and staff are requesting and recommending that the current consulting services agreement with SB Friedman, for financial services regarding existing and future TID agreements, be amended and increased by an additional \$35,000. It is expected the majority of these funds will be utilized in 2025.

Both the City and the consulting partner have the ability to engage or not engage on a project-by-project basis, as well as terminate this agreement at any time with a reasonable notice. Accordingly, the City will only pay for services requested, authorized, and performed while the agreement is in place

FISCAL ANALYSIS

The funding source for this agreement is the City's Tax Incremental Financing Districts (TID's), which will be the main beneficiary of the services. If for some reason the services are needed for a non-TID purpose, the funding will come from another appropriate source. There are administrative funds assigned to each to the TIDs for these types of services and these services are allowable under the State of Wisconsin TID laws.

RECOMMENDATION

Staff recommends that the Common Council authorize an additional \$35,000 to the 3-21-23 consulting services agreement with SB Friedman for financial services for existing and future TID agreements and authorize the Director of Administration and Mayor to amend and administer the appropriate related contract.

Attached is a copy of the 2023 agreement and the 3-21-23 Council Action sheet for reference as well as the current engagement letter from SB Friedman.

COUNCIL ACTION REQUESTED

A Resolution Authorizing Certain Officials to authorize an amendment to the existing consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements in the amount of \$35,000 and authorize the Director of Administration and/or the Mayor to amend and administer the appropriate, related contract.

Economic Development Dept. – JR; Legal Services Dept.: jw

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO AUTHORIZE AN
AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH SB
FRIEDMAN FOR FINANCIAL ANALYSIS SERVICES FOR EXISTING AND FUTURE
TID AGREEMENTS IN THE AMOUNT OF \$35,000

WHEREAS, the Common Council having considered potential new development areas in the City, including industrial business development areas, commercial retail development areas and mixed-use development areas, and the potential benefits to such development areas by the utilization of tax incremental financing to assist in the developments, and having previously established Tax Incremental Districts (TID) for said purposes, and is considering existing and future TID agreements;

WHEREAS, SB Friedman is a professional financial services organization respected for its expert services with regard to tax incremental districts and SB Friedman has proposed to provide such necessary services with regard to the existing and future TID agreements considered by City staff; and

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed agreement for professional consulting services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Tax Incremental Financing Services with SB Friedman, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.


APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/21/2023
REPORTS & RECOMMENDATIONS	Authorize an Amendment to the Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements in the Amount of \$35,000	ITEM NUMBER G.12.

BACKGROUND

The Common Council, at their July 6, 2021 meeting, approved a motion authorizing a consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements. On December 21, 2021 the Common Council amended the existing consulting agreement with SB Friedman providing an additional \$35,000 expenditure. This request is to authorize the same agreement and funding for 2023. This agreement is in place to assist staff, as needed, to navigate the complex development agreement issues associated with the many large development initiatives in progress and currently being contemplated in the City. Due to the impact of those agreements on the City and its taxpayers, it is prudent for extreme due diligence to be performed on the terms and conditions of those agreements both in advance of execution as well as during the term of the agreement with regard to financial implications. This agreement has been working extremely well where SB Friedman has been providing the City with a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements.

ANALYSIS

The consulting services agreement with SB Friedman is a time-and-materials agreement, with an amount not-to-exceed \$35,000, including professional fees for service based on hourly rates and effort requested. When this agreement was brought before the Council in July of 2021 and again in December of 2021, it was noted that this agreement may be requested to be increased if/when needed, and the request to do so would be made to the Common Council when needed. Thus, the Mayor and staff are requesting and recommending that the current consulting services agreement with SB Friedman for financial services for existing and future TID agreements be amended to be increased for an additional \$35,000. It is expected the majority of these funds will be utilized in 2023.

Both the City and the consulting partner have the ability to engage or not engage on a project-by-project basis, as well as terminate this agreement at any time with a reasonable notice. Accordingly, the City will only pay for services requested, authorized, and performed while the agreement is in place.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and ***SB Friedman Development Advisors, LLC*** (hereinafter "CONSULTANT"), whose principal place of business is 221 N LaSalle Street, Suite 820, Chicago, IL 60601.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services CONSULTANT and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CITY, it is necessary and advisable to obtain the services of the CONSULTANT to provide a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CITY and CONSULTANT agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CITY including a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements as requested by the CITY. CONSULTANT and CITY shall agree on scope regarding each individual request for assistance in advance of work commencing.
- B. CONSULTANT has provided and the CITY has received the Municipal Advisor Agreement, dated July 6, 2021 and updated on March 15, 2023, by way of a Financial Deal Review Services proposal, which is required if the CONSULTANT provides Municipal Advisory Services as defined by the Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB); which is annexed hereto and incorporated herein as Attachment A.
- C. CONSULTANT shall serve as CITY'S professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and SUB-CONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CITY.
- D. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent SUB-CONSULTANTS to, CONSULTANT and not of CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CITY understands that express AGREEMENTS may exist between

CONSULTANT and its employees regarding extra work, competition, and nondisclosure.

- E. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CITY agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services requested by the CITY, at standard billing rates, as follows:

Partner/Senior Vice President	\$305	Associate	\$184
Vice President	\$264	Research Associate	\$168
Project Manager	\$252	Editor	\$115
Associate Project Manager	\$226	Intern/Data Entry/Support	\$108

with a not-to-exceed budget of \$35,000, subject to the terms detailed below:

- A. CONSULTANT may bill CITY and be paid for all work satisfactorily completed hereunder on a monthly basis. CITY agrees to pay CONSULTANT'S invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$35,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CITY to perform work over and above that described in the original AGREEMENT.
- D. Should CITY find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CITY'S review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CITY.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CITY may, in writing, request changes in the Basic Services required to be performed by CONSULTANT and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CITY for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs,

respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CITY in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CITY.

IV. ASSISTANCE AND CONTROL

- A. City Director of Administration, will coordinate the work of the CONSULTANT, and be solely responsible for communication within the CITY'S organization as related to all issues originating under this AGREEMENT.
- B. CITY will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CITY, Fran Lefor Rood, Senior Vice President, as the CONSULTANT'S Project Manager and key provider of the Basic Services. Substitution of other staff may occur only with the consent of CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by CITY, for its convenience, for any or no reason, upon written notice to CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CITY, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CITY whether in completed form or in process. CITY shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CITY and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker's Compensation and Employers' Liability	\$1,000,000 single limit \$500,000 per accident
E. Errors and Omissions (Professional Liability)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONSULTANT shall supply CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CITY, and naming CITY as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONSULTANT, the CONSULTANT'S officers, directors, partners, employees, and CONSULTANTS from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and CONSULTANTS with respect to this AGREEMENT.

- C. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CITY or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

The CONSULTANT shall commence work promptly and diligently upon execution of this AGREEMENT.

IX. DISPUTES

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

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CITY review and written approval is required for the CITY to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CITY and CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

SB Friedman Development Advisors, LLC

BY: _____

BY: _____

PRINT NAME Stephen R. Olson

PRINT NAME _____

TITLE Mayor

TITLE _____

DATE _____

DATE: _____

BY _____

PRINT NAME Thomas S Bakalarski

TITLE Interim Comptroller and Treasurer

DATE _____

BY _____

PRINT NAME Karen L, Kastenson

TITLE. City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

ATTACHMENT A

November 26, 2024

Mayor John Nelson
City of Franklin
9229 W Loomis Road
Franklin, WI 53132
olsonmail@franklinwi.gov

RE: FINANCIAL DEAL REVIEW SERVICES

Dear Mayor Nelson –

SB Friedman Development Advisors, LLC (SB Friedman) is pleased to present this proposal to the City of Franklin ("City") to continue to assist with the City's review and consideration of public/private financing packages for redevelopment projects in Franklin. SB Friedman requests additional authorization of **\$35,000** to continue to provide ongoing on-call support related to the proposed redevelopment projects. The services we provide will be flexible and vary based the nature of the specific project, developer, financing tool and requested financial assistance package. We anticipate providing the following services on an as-needed basis:

- Review and provide feedback on reasonableness of developer assumptions (financing assumptions/leverage; construction costs; revenue per unit or square foot; operating expenses; financial returns; cap rates)
- Analyze developer's financial returns on a leveraged and unleveraged basis
- Evaluate the rationale for the financing gap
- Run sensitivity analyses regarding financing gaps
- Review and provide feedback and recommendations on deal terms
- Review financial capacity and organizational wherewithal of developer to undertake proposed development
- Prepare or evaluate third-party property tax and TID projections
- Prepare technical memoranda and/or other documentation regarding analyses
- Participate in meetings and conference calls with the City and developer

Cost Proposal

In recognition of the variable scope, this engagement will be structured as an hourly "time and materials" engagement with flexible, on-call services. Professional fees for these services will be based on the time required at the then-current hourly billing rates of the SB Friedman personnel assigned to the project. The following Project Hourly Rates apply to this engagement:

Partner/Senior Vice President	\$375	Senior Associate	\$230
Vice President	\$300	Associate	\$211
Senior Project Manager	\$276	Research Associate	\$195
Project Manager	\$255	Editor	\$145
Associate Project Manager	\$245		

These rates will be in effect until December 31, 2025. After that date, rates are subject to adjustment by up to 5 percent. Expenses including travel and mileage, tolls, parking, publications, maps, telephone toll charges, photocopies, report reproduction, color reproduction, faxes, messenger and express services, data purchased specifically for this project, use of company-owned or -licensed databases, and other out-of-pocket expenses will be billed as incurred without mark up.

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached Limitations of Engagement apply to this engagement.

Acceptance Procedures

We appreciate the opportunity to continue to assist the City of Franklin. Please sign and return a copy of this letter to indicate your agreement to these terms.

Sincerely –
SB Friedman Development Advisors, LLC



Lance Dorn
Partner
(312) 424-4255, ldorn@sbfriedman.com

Accepted –

Signature	Date
Printed Name	Title

LIMITATIONS OF OUR ENGAGEMENT

Our deliverables will be based on estimates, assumptions and other information developed from research, knowledge of the industry, and meetings with the City and developers during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverables. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our memorandum, and the variations may be material. Our deliverables will contain a statement to that effect.

The terms of this engagement are such that we have no obligation to revise the deliverables to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TID statute or other applicable law, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables will be intended solely for your information and that of the City Council for purposes of evaluating the proposed project's need for financial assistance and is not a recommendation to issue bonds or other securities. It should not be relied upon by any other person, firm, or corporation or for any other purposes. Neither the deliverable nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS & RECOMMENDATIONS	A Resolution to Issue Change Order for the DPW Expansion Project in the Amount of \$386,792.81 to Camosy Incorporated	ITEM NUMBER G.7.

BACKGROUND

With the construction of a new addition at the Department of Public Works (DPW) Facility, the following Change Orders are being requested. Portions of the change orders will be in the form of a credit, whereas other portions will be additional charges – please see the Fiscal Note for specific information.

ANALYSIS

During the construction process on the DPW Building Expansion, discoveries were made that require certain items to be removed and/or added to the project in order to properly complete the project. Please see the Fiscal Note for a full list of items. We are anticipating the cost of these items to be covered by ARPA (American Rescue Plan Act) Funds that were made available due to the 80th Street Utility Project bids coming in lower than anticipated.

One of the items listed, “Added Retention Pond & Grading”, was originally estimated at approximately \$800,000.00. Due to City Engineer Mike Paulos, as well as additional DPW staff, adjusting the original construction plans, we were able to reduce that cost to roughly \$125,000, not including landscaping charges.

With the rapidly rising costs of construction materials and labor charges, we believe it is in the City’s best interest to complete the below Change Order items as soon as possible.

FISCAL NOTE

Below is a summary of the items listed on the change orders:

Item Description:	Credit:	Charge:	Item Total:
Light Fixture Spec Change	-720.00		-720.00
Plumbing Site Work (Elimination of Sewer Line)	-31,786.00		-31,786.00
Additional Bollards at New Entry Door to Building		1,672.46	1,672.46
Foundation Undercuts on Suitable Soils		8,639.23	8,639.23
Deduct to Remove Slats in Gate Opening per RFI #11	-245.00		-245.00
Bollard Size (increase)		1,247.68	1,247.68
Exterior Hose Bib		1,560.60	1,560.60
Move Roof Drain Line		2,066.16	2,066.16
Fire Alarm (required equipment)		1,962.27	1,962.27
Added Retention Pond & Grading		124,836.47	124,836.47

Window & Door Blocking		5,573.97	5,573.97
Temporary Heat & Enclosures		11,424.88	11,424.88
Existing Building Opening Changes		12,748.44	12,748.44
Door Loop/Access Controls		2,811.65	2,811.65
East & West Interior Mezzanine Concrete Footings		*100,000.00	*100,000.00
Floor Coating – New Addition		*145,000.00	*145,000.00
TOTALS:	-32,751.00	419,543.81	386,792.81

*Amount based on estimate at this time

We are anticipating the current total amount of \$386,792.81 to be covered by ARPA (American Rescue Plan Act) funds that have been made available to the City, as indicated by the Finance Director. In the case that all costs are not covered by ARPA funds, additional funding would be needed from the City at the discretion of the Finance Director.

RECOMMENDATIONS

The Department of Public Works recommends the council to approve all necessary change order items, both current and anticipated, for the DPW Building Expansion Project.

COUNCIL ACTION REQUESTED

Authorize Resolution 2024-____, a Resolution to issue a Change Order for the DPW Expansion Project in the Amount of \$386,792.81 to Camosy Incorporated.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO ISSUE A CHANGE ORDER TO CAMOSY INCORPORATED FOR
THE DPW EXPANSION PROJECT IN THE AMOUNT OF \$386,792.81

WHEREAS, Camosy Incorporated is constructing the DPW Expansion Project for the City of Franklin Public Works Department; and

WHEREAS, additional services have been needed to finalize the construction process;
and

WHEREAS, Camosy will be providing additional services listed in the Change Order to ensure the City's project is complete; and

WHEREAS, American Rescue Plan Act funding is the secure funding for the remainder of this project; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize this Change Order to Camosy Incorporated for an increase in total project cost; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute this Change Order to Camosy Incorporated in the increased amount of \$386,792.81 on behalf of the City's American Rescue Plan Act Funding.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Potential Change Orders

Number	Revision	Title	Status	Executed	Workflow	Amount	Schedule Impact	Date Initiated	Change Reason	PCCO
PCC016	0	CE #016 - #29: Door Loops/ Access Controls	PENDING - IN REVIEW	No		\$2,811.65	..	12/10/2024	Client Request	
PCC015	0	CE #022 - RFI #8.1 Existing Bldg. Opening Changes	PENDING - IN REVIEW	No		\$12,748.44	3 days	12/4/2024	Existing Condition	
PCC014	0	CE #021 - Temporary Heat & Enclosures	PENDING - IN REVIEW	No		\$11,424.88	..	11/26/2024	Client Request	
PCC013	0	CE #020 - Window & Door Blocking	PENDING - IN REVIEW	No		\$5,573.97	..	11/26/2024	Design Development	
PCC012	0	CE #017 - Added Pond Work - Revised 11/20/24	PENDING - IN REVIEW	No		\$124,836.47	..	11/26/2024	Client Request	
PCC011	0	CE #019 - Fire Alarm Required Equipment	PENDING - IN REVIEW	No		\$1,962.27	..	11/26/2024	Design Development	
PCC010	1	CE #018R - #40: Roof Drain Line Move	PENDING - IN REVIEW	No		\$2,066.16	1 day	11/26/2024	Design Development	
PCC009	1	CE #012R - #28: Exterior Hose Bib	PENDING - IN REVIEW	No		\$1,560.60	1 day	11/26/2024	Client Request	
PCC008	0	CE #014 - #23: Missing Door	APPROVED	Yes	✓	\$0.00	..	11/5/2024	..	
PCC007	0	CE #013 - #30: Bollard Site	APPROVED	No		\$1,247.68	..	10/25/2024	Client Request	PCCO #001
PCC006	0	CE #008 - RFI #11: Fencing Scope	APPROVED	No		(\$245.00)	..	10/25/2024	..	PCCO #001
PCC005	0	CE #010 - Added Pond Work	VOID	No		\$722,395.33	90 days	10/22/2024	Client Request	
PCC004	0	CE #007 - Foundation Undercuts - Unsuitable Soils	APPROVED	Yes		\$8,639.23	..	9/30/2024	Existing Condition	PCCO #001
PCC003	0	CE #006 - #6: Misc. RFI's - Additional Bollards at New Door Into Existing Building	APPROVED	No		\$1,672.46	..	9/26/2024	Client Request	PCCO #001
PCC002	0	CE #004 - CB-02 Eliminated Plumbing Site Work	APPROVED	No		(\$31,786.00)	..	9/16/2024	Client Request	PCCO #001
PCC001	0	CE #003 - CB-01 - Light Fixture Spec Change	APPROVED	No		(\$720.00)	..	9/12/2024	..	PCCO #001
Total: 16 PCCOs						\$864,188.14	95 days			

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS AND RECOMMENDATIONS	Authorization to Solicit and Receive Bids for the Ryan Road Trunk Sewer Project	ITEM NUMBER G. 8.

BACKGROUND

The Ryan Road Trunk Sewer Project is essential due to the scheduled WisDOT reconstruction of Ryan Road (HWY 100) in 2025. Completing the sewer project before WisDOT's work allows for open trenching across 76th Street, avoiding the significantly higher costs of tunneling afterward. The WisDOT plans to re-construct Ryan Road in Spring 2025. This project has been in the design phase since 2023.

Additionally, this project supports anticipated development within Tax Incremental District (TID) No. 9, including Carma Laboratories' planned 225,000 sq. ft. headquarters and other potential commercial and residential developments. Delaying the project risks increased expenses, potential road-impact restrictions, and loss of development opportunities critical to the city's long-term growth strategy.

STAFF RECOMMENDATION

Direct staff to advertise and bid on the Ryan Road Trunk Sewer Project. Note that the bids will be returned to the Common Council to award the contract.

FISCAL NOTE

The 2025 adopted budget advances \$750,000 from the Sewer Fund to TID No. 9 to ensure funds are available for this project. TID No. 9 will repay the Sewer Fund when tax increment revenue is generated. This project has been accounted for in the 2025 budget.

COUNCIL ACTION REQUESTED

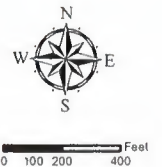
Motion to authorize staff to continue soliciting and receiving bids on the Ryan Road Trunk Sewer Project, ensuring project completion before WisDOT begins its roadwork on Ryan Road.



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

Franklin Proposed TID 9

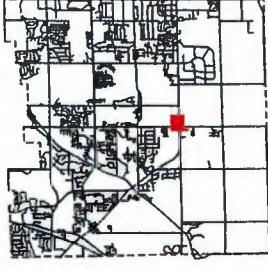
- TID 9 Boundary and Area
- Included Properties
- ROW Area Included - 18.72 AC



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.

Franklin Utility Map

Overview Map



- Sanitary Leadchate Manhole
- Sanitary Lift Station
- Sanitary Manhole
- Sanitary Force Main
- Sanitary Gravity Main
- Sanitary Interceptor
- Storm Drain, Inlet, or Weir
- Storm Manhole
- Storm Outlet Control
- Storm Culvert
- Storm Main
- Water Hydrant
- Water Meter Station
- Water Public Well
- Water Storage Tank
- Water Valve - Air Release
- Water Valve - Commercial Service
- Water Valve - Curb Stop
- Water Valve - Fire Protection
- Water Valve - Hydrant
- Water Valve - Main
- Water Zone Valve
- Water Main

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



Scale is estimate - not survey

Map Printed: 12/11/2024



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



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

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE November 19, 2024
REPORTS & RECOMMENDATIONS	Ordinance Adopting the 2025 Annual Budgets for the General, Civic Celebrations, St. Martin's Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 5, TID 6, TID 7, TID 8, TID 9, American Recovery Act, Opioid Settlement Fund and Internal Service Funds and Establishing the Tax Levy, Establishing the Solid Waste Fee, and Other Revenue for the City of Franklin	ITEM NUMBER 2.1.

Background:

The Mayor's 2025 Recommended Budget was presented to the Common Council on September 17, 2024 where Council moved to forward the Mayor's 2025 Recommended Budget to the Finance Committee for its review. The Finance Committee held four meetings to review the Recommended Budget and submitted its recommended changes to the Common Council at their meeting on October 15, 2024 where Council moved to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the schedule included in the Proposed 2025 City of Franklin Budget for the Public Hearing scheduled for November 19, 2024. On November 5, 2024, the Council moved to additionally amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the schedule included in the Proposed 2025 City of Franklin Budget for the Public Hearing scheduled for November 19, 2024.

The Public Hearing Notice for the 2025 Mayor's Recommended Budget was communicated to Franklin residents in the October 30, 2024 issue of the South Now. A Public Hearing is being held on Tuesday, November 19, 2024, to receive feedback from residents. The Common Council is also scheduled to consider adoption of the City of Franklin 2025 Annual Budget and related property tax levy on November 19, 2024, in accordance with the Public Hearing Notice.

Discussion on the attached ordinance: The ordinance generally follows the same form as approved in 2023 for the 2024 Annual Budget. All previously approved amendments to the 2025 Proposed Budget draft of the Ordinance.

Discussion on additional proposed amendments not previously considered by Council or included in the attached ordinance: The following proposed amendment would need to be considered and voted upon by the Council in order to be included in the Proposed 2024 Budget prior to consideration of the entire budget by Council:

Proposed Amendment #1 — Additional sewer projects are needed in TID #9 to support the Carma Labs project as well as serving sewer utilities to further development. The urgency has been increased due to the incoming WisDOT project on Ryan Road, which is to be constructed in 2025. Currently, the original TID #9 project plan shows this sewer work being done in 2026. The projected design and construction project costs are estimated at \$750,000. There is not tax increment being generated in TID #9 at this current state, so it is imperative to advance funds from the Sewer Fund to support this project in 2025. At the time enough tax increment is generated to pay the advance back, the TID funds will be redirected back to the Sewer Fund in future years.

Proposed Amendment #2 – Wage adjustments were recommended from the Finance Committee to the Common Council on October 15th, 2024. The wage adjustment was to reduce the 2025 Mayor's Recommended Budget to allow for the Police Department and Fire Department represented employees to receive a 3% wage increase, with all other employees within the City to receive a 2% wage increase. This change that was approved reduced staff expenditures throughout various funds and needs to be a represented change in the Proposed Budget. The General Fund and Sewer Fund have already been accounted for in the November 5, 2024 approved changes.

Proposed Amendment #3 – On October 22, 2024, the Finance Committee discussed the General Tax Levy and affected impacts on the citizens of Franklin. At that time, it was determined and recommended to reduce the levy to lessen the burden on the constituents. The overall General Tax Levy was reduced on November 5, 2024, by \$264,400. With this reduction, \$25,000 was recommended to be allocated to the Library. The Library Fund has had an increase in both personnel and non-personnel expenditures for 2025 with no increase of Levy support. \$25,000 is slightly under the requested Levy, however, \$25,000 is the available amount for support from the City.

Proposed Amendment #4 – On September 17, 2024, the Common Council moved to accept and place on file the summary from the 2024 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2025 Franklin Civic Celebration event. This was the same night as the presentation of the 2025 Mayor's Recommended Budget. The 2025 Mayor's Recommended Budget reflected the same budget from 2024. This proposed amendment would adjust the 2025 Proposed Budget to reflect the wage adjustments and approved amounts for contracting that were approved on September 17, 2024.

Comment on Action to be Taken: If the Common Council considers and adopts the above recommended amendments, the motion presented at the end of the Council Action Sheet is satisfactory to authorize staff to include those amendments in the final 2025 Budget Ordinance. If there are any additional amendments, those will be presented with an amended Council Action Sheet on November 17, 2024.

If additional modifications are proposed, staff recommends that they occur in the following format:

“Move to adopt Ordinance No. 2024-_____ an “Ordinance Adopting the 2025 Annual Budgets for the General, Civic Celebrations, St. Martin's Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 5, TID 6, TID 7, TID 8, TID 9, American Recovery Act, Opioid Settlement Fund, and Internal Service Funds and Establishing the Tax Levy, Establishing the Solid Waste Fee, and Other Revenue for the City of Franklin” with the corrections as presented and with the following adjustments: [list the item(s) and amount(s) here], which adjustments shall be incorporated into a final form of the ordinance and the Official Budget Appropriation Units document, as determined by the Director of Administration and Director of Finance.”

Please note that a similar format was recommended in recent years which allows the Finance and Administration Directors to include any adjustments into a final, clean ordinance prior to signatures. Staff will be bringing a copy of the draft ordinance to the November 19th meeting.

Staff is also working to update and publish the final 2025 Budget document in December, so individual replacement pages for your budget binders are not attached.

COUNCIL ACTION REQUESTED

1. Motion to amend the Proposed 2025 Budget for TID 9 – Capital Funds, Fund 60, to include:
 - Adding a resources appropriation to “Transfer from Other Funds” in the amount of \$750,000.
 - Adding an expenditures appropriation to “Project Costs” in the amount of \$750,000.
2. Motion to amend the Proposed 2025 Budget for the Sewer Fund – Fund 61, to include:
 - Adding an expenditures appropriation to “Transfer to Other Funds” in the amount of \$750,000.
3. Motion to amend the Proposed 2025 Budget for Solid Waste Fund, Fund 19, to include:
 - Reduce personnel appropriations, in the amount of \$15.
4. Motion to amend the Proposed 2025 Budget for the St. Martins Fair Fund, Fund 24, to include:
 - Reduce personnel appropriations, in the amount of \$32.
5. Motion to amend the Proposed 2025 Budget for the Library Fund, Fund 15, in to include:
 - Adding a resources appropriation to “General Tax Levy” in the amount of \$25,000.
6. Motion to amend the Proposed 2025 Budget for the Civic Celebrations Fund, Fund 29, to include:
 - Reducing an expenditures appropriation to Personnel Services in the amount of \$38.
 - Adding an expenditures appropriation to Non-Personnel Services in the amount of \$25,000.
7. Motion to adopt Ordinance No. 2024- “An Ordinance Adopting the 2025 Annual Budgets for the General, Civic Celebrations, St. Martin's Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 5, TID 6, TID 7, TID 8, TID 9, American Recovery Act, Opioid Settlement Fund, and Internal Service Funds and Establishing the Tax Levy, Establishing the Solid Waste Fee, and Other Revenue for the City of Franklin,” including and accepting the approved amendments and technical corrections needed to update the proposed ordinance.

*****DRAFT*****

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST MARTIN'S FAIR, DONATIONS, GRANTS, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 5, TID 6, TID 7, TID 8, TID 9, AMERICAN RECOVERY ACT, OPIOID SETTLEMENT FUND, AND INTERNAL SERVICE FUNDS AND ESTABLISHING THE TAX LEVY, ESTABLISHING THE SOLID WASTE FEE, AND OTHER REVENUE FOR THE CITY OF FRANKLIN

WHEREAS, the Finance Committee has reviewed and recommended changes accepted by the Common Council on October 15 and November 6, 2024, where desired, the 2025 Mayor's Recommended Budgets for the General, Debt Service, TID 5, TID 6, TID 7, TID 8, TID 9, American Recovery Act, Opioid Settlement Fund, Solid Waste Collection, Fire Grants, Police Grants, St Martin's Fair, Health Grants, Donations, Civic Celebrations, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Development, Utility Development, Sanitary Sewer, and Internal Service Funds for the City of Franklin; and

WHEREAS, debt incurred and anticipated has 2025 required repayments for the Debt Service Fund, TID 5, TID 6, TID 7, TID 8, TID 9, and the Sanitary Sewer Funds; and

WHEREAS, the 2025 Proposed Budget includes property taxes of \$23,883,300 that are levied to support the 2025 Annual Budget with a resulting City tax rate of approximately \$X.XX with the Common Council concurring in the need and with the final rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization; and

WHEREAS, for the purposes, in part, of accounting detail, transparency of governmental actions and intent, efficiency of operations, and enhanced record keeping, the 2025 Proposed Budget document and format provides greater detail and categorization of anticipated expenditures than required by Wisconsin Statutes §65.90, which provides that "all proposed appropriations for each department, activity and reserve account" shall be listed in the budget; and, therefore, expenditure appropriation unit amounts are itemized and, entitled "Official Budget Appropriation Units," while the remaining pages of the document provide supplemental information for informational purposes as earlier noted; and

WHEREAS, a Public Hearing Notice of the 2025 Mayor's Recommended Budget appeared in the official City Newspaper, South Now, on October 30, 2024; and

WHEREAS, a Public Hearing was held by the Common Council on November 19, 2024, regarding the 2025 Proposed Budget.

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

- Section 1** That the 2025 Expenditure Budgets, summarized herein, for the General Fund as \$33,935,527, for Debt Service \$1,476,138, for TID 5 \$2,245,423, for TID 6 \$632,473, for TID 7 \$1,051,351, for TID 8 \$187,000, for American Recovery Fund \$5,600, for Opioid Settlement Fund \$0, for Solid Waste \$2,313,245, for Fire Grants \$7,500, for Police Grants \$120,360, for St Martin's Fair \$60,651, for Health Grants \$157,131, for Donations \$79,751, for Civic Celebrations \$144,592, for Capital Outlay \$1,055,126, for Equipment Replacement \$617,000, for Street Improvement \$2,347,800, for Capital Improvement \$3,282,934, for Development \$5,033,557, for Utility Development \$900,000, for Sanitary Sewer \$7,118,517 and for Internal Service \$4,862,777 totaling \$67,091,545 with expenditure appropriation unit amounts as set forth on the tables entitled "Official Budget Appropriation Units" (which is attached hereto and incorporated herein by reference) and as set forth by department, activity, and reserve account (all as maintained by the City in a multiple-fund accounting structure) are adopted as the annual expenditure budgets for the City of Franklin for fiscal year 2025.
- Section 2** The Sanitary Sewer Fund includes 2025 capitalized assets of \$847,000 and debt service of \$1,851,782, with revenues of \$6,719,157 and expenditures of \$7,118,517.
- Section 3** Debt Service payments of \$1,476,138 in the Debt Service Fund, \$2,190,803 in TID 5, \$613,353 in TID 6, \$226,081 in TID 7, \$76,100 in TID 8, and \$1,851,782 in the Sanitary Sewer fund, totaling \$6,506,561, are adopted as annual required payments for those respective funds for fiscal year 2025.
- Section 4** That the 2025 property taxes used to support the General Fund of \$20,975,600, the Library Fund of \$1,467,700, the Street Improvement Fund of \$300,000, and the Debt Service Fund of \$1,140,000 for City purposes, totaling \$23,883,300, are levied and adopted as the annual property tax levies for fiscal year 2025 with a resulting City tax rate of approximately \$X.XX per thousand assessed value with the final rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization.
- Section 5** That the 2025 Revenue Budgets, other than non-TID property taxes and debt proceeds, for the General Fund of \$10,196,860, for Debt Service \$268,608, TID 5 \$2,210,900, for TID 6 \$1,014,920, for TID 7 \$1,086,800, for TID 8 \$785,000, for Opioid Settlement Fund \$15,900, for American Recovery Fund \$1,925,200, for Solid Waste \$2,331,500, for Fire Grants \$7,500, for Police Grants \$120,360, for St. Martin's Fair \$61,500, for Health Grants \$165,400, for Donations \$19,000, for Civic Celebrations \$150,300, for Capital Outlay \$1,058,000, for Equipment Replacement \$534,000, for Street Improvement \$1,949,000, for Capital Improvement \$3,646,944, for Utility Development \$169,450, for Development

\$1,651,250, for Sanitary Sewer \$6,719,157, and for Internal Service \$4,233,945, totaling \$40,321,494, are adopted as the annual revenue budgets for other than property taxes for the City of Franklin for fiscal year 2025.

- Section 6** That additional revenue of \$0 in the form of new debt is required in 2025, plus any debt not issued but budgeted in 2024.
- Section 7** That transfers into the St. Martin's Fair Fund of \$41,000, the Civic Celebrations Fund of \$30,000, the Debt Service Fund of \$234,308, the Capital Improvement Fund of \$3,474,819, for a total of \$3,780,127, are adopted as the annual transfers in as contained in the budget for the City of Franklin for fiscal year 2025.
- Section 8** That transfers out of the General Fund totaling \$71,000, of the American Rescue Plan Fund totaling \$1,918,000, of the Donations Fund totaling \$50,000, of the Utility Development Fund totaling \$900,000, of the Development Fund totaling \$5,033,557, for a total of \$7,972,557 for fiscal year 2025.
- Section 9** That the 2025 Solid Waste Collection Fund fee is \$XXX.XX for each property eligible to receive the solid waste collection service.
- Section 10** That the Capital Improvement Fund expenditure appropriation, excluding the Contingency allocation, shall be administered as if adopted on a "per project" basis, and unless otherwise requiring a statutorily-executed budget modification, a modification of the appropriation's administrative allocation between or to projects is subject to authorization by at least a two-thirds majority of the Common Council in the form of a budget modification, which, as an internal administrative process, does not initiate publication requirements.
- Section 11** That the single expenditure appropriation for "Contingency" within the General Fund shall be administered for City purposes as if adopted as distinct appropriations for \$2,500,000 "Restricted" and \$125,000 "Unrestricted" contingency budgets as shown within the "Unclassified, Contingency, and Anticipated Under Spending" budget detail, with "Restricted" contingency appropriations not authorized for direct expenditure and requiring a budget modification approved by two-thirds of the Common Council, interpreted consistent with statutes, moving the appropriation to "Unrestricted" contingency or another valid appropriation unit prior to or in conjunction with any spending authorization.
- Section 12** That the Capital Outlay Fund expenditure appropriation shall be administered as if adopted on the department/division basis, (except the Information Services Department shall also include all planned computer and computer-related expenditures distributed and assigned, in whole or in part and for accounting purposes, to various other departments), and unless otherwise requiring a statutorily executed budget modification, a modification of the appropriation's administrative allocation between departments and changes, valued in excess of

\$5,000, in the departmental list of capital items or quantity of items to be purchased are subject to authorization by the Common Council.

Section 13 That the Grant Funds appropriation units shall be segregated into Health (Health Department) and Other (all other Departments), with each having a single appropriation unit comprising their respective Personnel Services; Other Services, Supplies, etc.; and Capital Outlay expenditures.

Section 14 That the Finance Department and Director of Administration shall cause to be published and made available a "City of Franklin 2025 Annual Budget" document that 1) incorporates the Mayor's Recommended Budget as presented in the public hearing notice, including any additional changes as provided for herein, 2) incorporates the necessary and corresponding changes to the budget document text and tables as initially set forth in the Mayor's Recommended Budget document, 3) removes supplemental pages from the preliminary document that were incorporated for review, and 4) incorporates the 2025 Annual Budgets of the Library Fund, the Auxiliary Library Fund, the Tourism Commission Fund, and the Water Utility Fund as adopted by their respective boards.

Section 15 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Introduced at a meeting of the Common Council of the City of Franklin this 19th day of November, 2024 by Alderman _____.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 19th day of November, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

CITY OF FRANKLIN
2024 WATER & SEWER UTILITY RATES

The City of Franklin Water & Sewer Utilities is announcing new sewer rates effective 1/1/24. If you are interested in learning more about the Franklin Water & Sewer Utilities, please call (414) 421-2581.

WATER BASE
RESIDENTIAL/COMMERCIAL/INDUSTRIAL/IRRIGATION/MULTI-FAMILY

	<u>Quarterly Service Charge</u>
5/8 - inch meter	\$ 25.22
3/4 - inch meter	\$ 25.22
1 - inch meter	\$ 42.03
1-1/4 - inch meter	\$ 57.04
1-1/2 - inch meter	\$ 72.05
2 - inch meter	\$ 102.08
3 - inch meter	\$ 165.14
4 - inch meter	\$ 249.32
6 - inch meter	\$ 453.40
8 - inch meter	\$ 684.60
10 - inch meter	\$ 999.89
12 - inch meter	\$1,315.17

SEWER BASE
Quarterly Charge

Residential*	\$74.76
Duplex*	\$133.93
2 Unit Condos*	\$68.53

*Please note that the residential sewer charge is based on winter quarter consumption as a fixed rate and not based on usage. Therefore no sprinkling credits are available during the summer quarter.

Multi-Family	\$15.60
Commercial	\$15.60
Industrial	\$15.60

RESIDENTIAL USAGE

First 10,000 gallons	\$5.04 per 1,000 gallons
Next 10,000 gallons	\$5.24 per 1,000 gallons
Over 20,000 gallons	\$5.64 per 1,000 gallons

USAGE

\$4.72 per 1,000 gallons

COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY USAGE

First 60,000 gallons	\$5.49 per 1,000 gallons
Next 940,000 gallons	\$5.39 per 1,000 gallons
Over 1,000,000 gallons	\$4.94 per 1,000 gallons

IRRIGATION USAGE

\$6.40 per 1,000 gallons

PUBLIC FIRE-PROTECTION SERVICE

	<u>Quarterly Service Charge</u>
5/8 - inch meter	\$ 6.60
3/4 - inch meter	\$ 6.60
1 - inch meter	\$ 16.50
1-1/4 - inch meter	\$ 24.42
1-1/2 - inch meter	\$ 33.00
2 - inch meter	\$ 52.80
3 - inch meter	\$ 99.00
4 - inch meter	\$ 165.00
6 - inch meter	\$ 330.00
8 - inch meter	\$ 528.00
10 - inch meter	\$ 792.00
12 - inch meter	\$1,056.00

PRIVATE FIRE PROTECTION SERVICE

	<u>Quarterly Service Charge</u>
2 - inch connection	\$ 12.00
3 - inch connection	\$ 22.50
4 - inch connection	\$ 37.50
6 - inch connection	\$ 75.00
8 - inch connection	\$120.00
10 - inch connection	\$180.00
12 - inch connection	\$240.00
14 - inch connection	\$300.00
16 - inch connection	\$360.00

Billing. Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. ***A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance.** This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. Failure to receive a bill does not exempt customers from late payment penalties. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next ten days, service may be disconnected pursuant to Chapter PSC 185, Wis. Adm. Code.

If delinquent bills (prior to October 1) remain unpaid by November 1, a 10% penalty will be added to the total amount due and if payment (with 10% penalty) is not received by November 15, the total amount due including the 10% penalty will be placed on the tax roll, per WIS. STATUTES 66.0809 (3).

MOVING??? PLEASE FILL OUT THE FOLLOWING INFORMATION

CURRENT ADDRESS _____

ACCOUNT NUMBER _____

NAME _____ DAYTIME PHONE NO : _____

NEW ADDRESS _____ EFFECTIVE _____

CITY _____ STATE _____ ZIP CODE _____



Project Title: Ryan Road Trunk Sewer

FOTH Project Number: 0023F007.02

CLIENT Project Number:
(If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated May 22, 2023, (hereinafter "Addendum"), is made and entered into 17th day of December, 2024 by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **CITY OF FRANKLIN** (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Franklin

Address: 9229 W Loomis Road, Franklin, Wisc. 53132

Phone No: 414-425-7510

Email Address: Gbeardsly@FranklinWi.gov

Scope of Services:

Client hereby authorizes the consultant to complete final design and provide construction phase services for that portion of the Ryan Road Trunk Sewer from S 76th St to the existing sewer on the Carma property. The fees for these services are estimated to be within the remaining contract budget.

Schedule: Services shall be performed according to the following schedule:

Services will be provided to enable the project to be bid in January 2025 subject to permitting.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$.00

☒ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed....no additional fees (see Special Conditions below)

☐ Unit Cost/Time Charges (Standard Rates) for a total amount estimated at \$.00

☐ Other as stated here:

Special Conditions (if any):

Engineering fees for any additional design and/or construction phase services for the Ryan Road Trunk Sewer west of S 76th St would require an additional addendum to cover those service.

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

City of Franklin

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed:

Signed:

Name (printed):

Name (printed):

Thomas J. Ludwig PE

Title:

Title:

State Operations Director

Date:

Date:

11/21/2024

Signed:

Name (printed):

Carrie L Voskuil

Title:

Senior Contracts Manager

Date:

11/21/2024

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS & RECOMMENDATIONS	A RESOLUTION FOR ADDENDUM NO. 1 TO FOTH INFRASTRUCTURE & ENVIRONMENT, LLC AGREEMENT FOR ADDITIONAL DESIGN SERVICES FOR LOVERS LANE WATER MAIN FOR \$32,908.28	ITEM NUMBER G.9.

BACKGROUND

On June 7, 2022, the Common Council authorized Foth Infrastructure & Environment, LLC to provide design services related to S. Lovers Lane water relocations and extensions in the amount of \$74,800. The design was for the water loop from W. Herda Place to S. Phyllis Lane. Originally, the STH 100 WisDOT project was not anticipated to need a lot of Water Utility relocation efforts and Engineering Staff worked with WisDOT Staff on ideas to minimize conflicts with the STH 100 construction.

Additional out-of-scope services were required during the pre-construction and construction phases. This includes adjustments based on field conditions and unforeseen challenges, necessitating an addendum to the existing services contract with FOTH Infrastructure & Environment, LLC.

The Lovers Lane Water Main Extension project is critical for ensuring reliable water infrastructure in the area. The addendum formalizes services already performed and authorizes payment of \$32,908.28 on a unit-cost/time-charge basis as specified in Addendum No. 1.

STAFF RECOMMENDATION

Approve Addendum No. 1 for the Lovers Lane Water Main project to authorize compensation for additional services provided by FOTH Infrastructure & Environment, LLC. The Board of Water Commissioners will be reviewing this at the December 17, 2024 meeting.

FISCAL NOTE

The proposed contract adjustment totals \$32,908.28. The 2025 Water Budget has not been approved and would require this funding to be added. This project is essentially complete and this addendum will close out the additional charges for Foth services that have been completed.

COUNCIL ACTION REQUESTED

Authorize Resolution 2024-____, a Resolution for Addendum No. 1 to Foth Infrastructure & Environment, LLC Agreement for Additional Design Services for Lovers Lane Water Main for \$32,908.28.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION FOR ADDENDUM NO. 1 TO FOTH INFRASTRUCTURE &
ENVIRONMENT, LLC FOR ADDITIONAL DESIGN SERVICES FOR LOVERS LANE
WATER MAIN FOR \$32,908.28

WHEREAS, the City has developed a water main on Lovers Lane in conjunction with the WisDOT W. Herda Place to S. Phyllis Lane project; and

WHEREAS, Foth Infrastructure & Environment, LLC has provided design services for this water main project; and

WHEREAS, services were provided during the course of the project and additional costs were incurred during the construction phase of the project; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that certain officials are authorized to enter into an addendum no. 1 to agreement with Foth Infrastructure & Environment, LLC for design services for Lovers Lane Water Main for \$32,908.28.

w

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



Project Title: Lovers Lane Water Main

FOTH Project Number: _____

CLIENT Project Number:
(If applicable) _____

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated June 21, 2022, (hereinafter "Addendum"), is made and entered into 17th day of December, 2024 by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **CITY OF FRANKLIN** (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Franklin

Address: 9229 W Loomis Road, Franklin, Wisc. 53132

Phone No: 414-425-7510

Email Address: Gbeardsly@FranklinWI.gov

Scope of Services:

Client hereby agrees to compensate the consultant for services provided out of scope and for additional construction phase services.

Schedule:

Services shall be performed according to the following schedule:

Services were provided during the course of the project. See attached June 28th letter outlining preconstruction out of scope items. Additional costs were incurred during the construction phase of the project that exceeded the June 28th estimated fee

Compensation:

In consideration of these Services, the Client agrees to pay Consultant compensation as follows.

☐ Lump-Sum in the amount of \$ _____ .00

☒ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$32,908.28.00

☐ Unit Cost/Time Charges (Standard Rates) for a total amount estimated at \$.00

☐ Other as stated here:

Special Conditions (if any): _____

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

City of Franklin

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: _____

Name (printed): _____

Title: _____

Date: _____

Signed: 

Name (printed):

Thomas J. Ludwig PE

Title:

State Operations Director

Date: _____

Signed: 

Name (printed):

Carrie L Voskuil

Title:

Senior Contracts Manager

Date: _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 7, 2022
Reports & Recommendations	RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC FOR ENGINEERING SERVICES RELATED TO S. LOVERS LANE WATER RELOCATIONS AND EXTENSIONS IN THE AMOUNT OF \$74,800	ITEM NO. G-20.

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane (U.S 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue. The project schedule has moved up from the previously reported circa 2024 or 2025 to a letting and commence construction in 2023. This item was last discussed at the Common Council on March 1, 2022 where Common Council instructed Staff to return with a professional services contract to commence design and WISDOT coordination.

Foth Infrastructure & Environment, LLC, located on S. Ballpark Drive, Franklin, WI was solicited to provide these services for the City and the Water Utility.

ANALYSIS

Foth will design the water loop from W. Herda Place to S. Phyllis Lane. There will not be oversizing that would use water impact fees so it is expected that the entirety of the project will be specially assessed to benefitted properties. Foth will develop a detailed budget that Staff may use to develop a preliminary resolution for special assessments. This Fund 46 project will be included in the 2023 budget.

Originally, the STH 100 project was not anticipated to need a lot of Water Utility relocation efforts and Staff has worked with WisDOT Staff on ideas to minimize conflicts with the STH 100 construction, but there are multiple locations where conflicts occur with the current design. Staff has contacted WisDOT staff to consider inclusion of these water system modification in their project plans to be done by the WisDOT contractor. Staff estimates that this method will not only save coordination conflicts, but should save approximately 30% of the costs due to elimination of traffic control and temporary surface restoration. Nonetheless, Foth estimates that the relocation efforts will cost the Water Utility \$400,000 to \$450,000. This will need to be included in the Water Utility's 2023 capital budget (65-0771).

OPTIONS

Approve or Deny the Contract. It is imperative that this work start to ensure that WisDOT's 2023 schedule is accommodated.

FISCAL NOTE

Water impact fees are not applicable since an 8-inch water main is the expected system to be installed. There are annual budgets for miscellaneous water main extensions and the design could be covered in the 2022 budget (\$200,000) and next year's budget should consider the construction. In addition, the six homes would be subject to special assessment. The Water Commissioners will need to consider the potential \$450,000 relocation costs in their 2023 budget.

Staff is recommending that the entirety of the Foth contract be allocated to the Water Utility's outside services fund (65-0758-5219), pending Water Commissioners approval. Approximately \$30,000 would be transferred to the special assessment project as that project develops.

RECOMMENDATION

Adopt Resolution 2022-_____ a resolution for a professional services agreement with Foth Infrastructure & Environment, LLC for engineering services related to S. Lovers Lane water relocations and extensions in the amount of \$74,800.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC FOR
ENGINEERING SERVICES RELATED TO S. LOVERS LANE WATER RELOCATIONS
AND EXTENSIONS IN THE AMOUNT OF \$74,800

WHEREAS, Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane (U.S 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue to be let in 2023; and

WHEREAS, the City desires to extend a watermain for six homes located on a S. Lovers Lane service road between W. Herda Place to S. Phyllis Lane; and

WHEREAS, there are multiple locations where the City's water utility infrastructure is expected to be in conflict with WisDOT's infrastructure construction; and

WHEREAS, Foth Infrastructure & Environment, LLC is a qualified engineering firm to provide potable water designs and has unique knowledge of the particular issues associated with this project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Foth Infrastructure & Environment, LLC to design and bid a watermain project in the vicinity of W. Herda Place to S. Phyllis Lane and include other watermain design details for inclusion in WisDOT's project plans for a fee of \$74,800.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

AGREEMENT

[Highlighted text is instructional and will be removed in the final version. We will copy your text and place in our version to ensure all other text is un-modified]

**Engineering Services
S Lovers Lane Frontage Road
Water Main**

This AGREEMENT, made and entered into this ____ day of _____, *[City will fill in date]* between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Foth Infrastructure and Environment, LLC _____ *[need legal name with LLC, Corporation, etc.]* (hereinafter "CONTRACTOR"), whose principal place of business is _____ 7044 South Ballpark Drive Ste 200, Franklin Wi 53132 _____ *[physical address, not necessarily mailing address]*

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide engineering services for the L Lovers Lane Frontage Road Water Main from W Herda Place to S Phyllis Lane _____; *[one to specifically describe your project- ie alignment modification XYZ Road from A Street to B Lane. this should match the title in your proposal]*

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for ____ design and construction phase engineering services _____, *[describe the types of general services to provide- ie survey, design, and bidding services]* as described in CONTRACTOR's proposal to CLIENT dated _____, *[include a proposal letter with your scope of services with fee. The Re: on the first page should match the title provided above in the Witnesseth section. Do not include your terms and conditions and signature lines for acceptance of the proposal. At the top of the first page in bold letters, it needs to be labeled "ATTACHMENT A"]*

- A. annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax

withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$ 74,800 _____]for design fee . Construction phase services were assumed to require 4 weeks of on-site field review; will be provided at the hourly billing rates based upon actual effort., *[keep the appropriate clauses and remove brackets, edit if lump sum, unit price, or other method of charging]* subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$ 74,800 for design and construction services. Construction phase services will be hourly per annual standard rates and assume 4 weeks of construction time _____. *[this will be the purchase order amount that we will enter]* For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual

changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer *[City employee to direct your work- Modify if appropriate]* will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Dan Snyder *[Add your PM name that we will give direction to and coordinate your work]* CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below: *[discuss with*

Glen if insurance limits for your project are not applicable. Written explanation in email will be the most expedient method to get your deviations approved. prior to City signing, you need to provide a certificate of insurance, and it will be scrutinized to ensure that limits are at or above what is listed below and it lists "the City of Franklin as an additional insured" as required]

A. General/Commercial Liability (Must have General/Commercial)	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability (Must have auto liability)	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability (If applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate
D. Worker's Compensation and Employers' Liability (Must have workers compensation)	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions) (If applicable)	\$2,000,000 per claim and in the aggregate

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured as required above.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners,

employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of June 15, 2022

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates

has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

[when we send you a .pdf, you will sign this first and it is presented to common council for approval. City always provides signatures last.]

CITY OF FRANKLIN, WISCONSIN _____ Foth Infrastructure and Environment,
LLC _____ *[Legal name of your company]*

BY: _____

BY: _____

PRINT NAME: Stephen R. Olson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Bryan Tomczak

TITLE: Director of Finance and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



"ATTACHMENT A"

Ballpark Commons Office Building
7044 S Ballpark Drive Suite 200
Franklin, WI 53132
(414) 336 7900
foth.com

June 3, 2022

Mr. Glen Morrow, PE
City Engineer/Director of Public Works
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

RE: Engineering Services Proposal
S Lovers Lane / Frontage Road Water Main
W Herda Pl to S Phyllis Ln and Utility Adjustments College Ave to SE Rawson Ramp

Dear Glen,

We greatly appreciate the opportunity to provide professional engineering services for the above referenced public infrastructure improvements. This project is to accommodate a Wisconsin Department of Transportation (WisDOT) STH 100 (S Lovers Lane) project from W College Avenue to W Rawson Avenue (WisDOT # 2040-14-70) that is scheduled to be let on September 12, 2023 and advanceable to May 9, 2023. Time to accommodate the WisDOT project is of the essence so our understanding is that the city anticipates authorizing design in June with design to start immediately upon authorization.

Scope

Design Engineering

Foth will provide professional design engineering services for approximately 1,000 LF of 8" water main extending along the Lovers Lane Frontage Road between W Herda Place and Phyllis Lane and sewer and water utility adjustment design for the length of the project from College Avenue to the SE Rawson ramp. This proposal estimates services through bidding and award recommendation. Construction engineering services are also proposed on an hourly basis per our standard hourly rates in effect at the time of construction. In general, design services will include:

- Project Management
- Obtain relevant City/County/WisDOT documents
- Confirm water main sizing
- Site visits and field topographic survey
- Identify existing site conditions and as-built information
- Agency and permitting applications (MILW CO, WDNR, WisDOT)
- Coordination with WisDOT for STH "100" reconstruction
- Use of WisDOT survey with only ground truthing spot checks

- Progress meetings with City staff/weekly project status reports
- Design Plans & Specifications that will include construction, erosion control, and traffic controls and preparation of details as necessary, plan and profiles for watermain construction
- Construction access and staging plan if necessary
- WDNR water main permit application
- Prepare engineer's estimate of probable costs
- Bidding services include submittal of advertisement for bid to trade and local publications, posting on Quest, answer prospective bidder questions, issue any addendums, attend the bid opening, analyze the bid tab, prepare a letter of recommendation and prepare contract documents

Note Special Assessments preparation, if needed, to be completed by the City

Construction Engineering Services

Foth proposes to provide customary construction engineering services for the project. Since the final designs have not been determined and contractor production rates can vary greatly, we are proposing that the following services be provided on a standard hourly rate basis

- Schedule and conduct a preconstruction meeting
- Construction staking
- Monitor quality control and adherence to the project plans and specifications
- Field observation will be on site during all pipe laying and significant activities
- Log and confirm with the contractor's foreman all contract pay quantities
- Monitor and log any changed site conditions encountered during construction
- Monitor that specified erosion control and dust control operations are utilized by the contractor
- Coordinate field measurements for accurate record drawing preparation
- Record drawing preparation
- Construction services estimated at four weeks of net on-site review time

Fees

We propose to provide our services on an hourly basis in accordance with the enclosed charge out schedule. The design fee not to exceed is \$52,400 based on the above project description and scope. The estimated construction engineering services fee is \$22,400 and will depend on the contractor's actual progress.

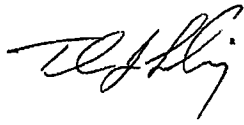
Agreement to Proceed

It is understood that the services will be provided under the City's standard contract form previously transmitted. Foth will proceed with work upon contract authorization from the City.

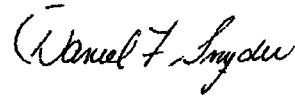
Upon approval of this proposal, Foth will prepare a task order for professional engineering design and construction services.

Thank you again for allowing us to work with you on this important infrastructure project for the City. If you have any questions regarding our proposal, please call us at 262- 939-0209 (Dan) and 414-313-3784 (Tom).

Sincerely,
Foth Infrastructure & Environment, LLC

A handwritten signature in black ink, appearing to read 'T. Ludwig'.

Thomas J. Ludwig, P.E.
Client Director

A handwritten signature in black ink, appearing to read 'Daniel F. Snyder'.

Daniel F. Snyder, P.E.
Lead Civil Engineer/Client Manager

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208 00
Project Manager	\$178 00-\$205 00
Project Engineer	\$147 00-\$196 00
Staff Engineer	\$121 00-\$146 00
Planner	\$121 00-\$194 00
Project Scientist	\$121 00-\$147 00
Technology Manager	\$173 00
Technician	\$82.00-149 00
Construction Manager	\$173 00
Land Surveyor	\$138 00-\$173 00
Project Administrator	\$80 00-\$100 00
Administrative Assistant	\$60 00

REIMBURSABLE EXPENSES

- 1 All materials and supplies used in the performance of work on this project will be billed at cost plus 10%
- 2 Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service Service vehicle mileage will be reimbursed on the basis of \$0 88 per mile
- 3 Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%

ADJUSTMENTS TO FEE SCHEDULE

Fee schedule effective January 1, 2022 Rates subject to change annually on January 1

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING THE EXECUTION OF THE FUNDING AGREEMENT BETWEEN THE CITY OF FRANKLIN AND THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) FOR THE MOBILE PARK DESIGN UNDER THE PRIVATE PROPERTY INFILTRATION AND INFLOW (PPII) REDUCTION PROGRAM (M10005FR03)	ITEM NUMBER G. 10.

BACKGROUND

The Milwaukee Metropolitan Sewerage District (MMSD) and the City of Franklin have finalized a funding agreement (M10005FR03) valued at \$165,170 under the Private Property Infiltration and Inflow (PPII) Reduction Program. This agreement supports only the Mobile Park Design phase, as outlined in the 2025 Mobile Home Design Amendment 2.

Clark Dietz, Inc. will serve as the City's design engineering consultant, overseeing design services only. The project includes engineering tasks such as private sanitary sewer systems and lateral designs, resident outreach, and coordination with MMSD for deliverable submissions.

FISCAL NOTE

The agreement outlines full funding by MMSD, totaling \$165,170, with no additional city funds required. This funding covers only the Mobile Park Design phase. Future construction phases will require separate funding agreements and council approval.

RECOMMENDATION

Staff recommends that the Common Council approve the following actions.

1. Approval of the MMSD PPII Project Funding Agreement for the Mobile Park Design (M10005FR03) as presented.
2. Authorization for the Mayor, Director of Administration, and Director of Finance and Treasurer to sign all necessary project documents, including the Clark Dietz Mobile Park Design Agreement.

ATTACHMENTS

- **MMSD PPII Funding Agreement M10005FR03 (Final):** Outlines terms, responsibilities, and financial commitments for MMSD and the City of Franklin.
- **2025 Mobile Home Design Amendment 2:** Details project deliverables, insurance requirements, and compensation terms.
- **Supporting Correspondence and Memoranda:** Relevant emails and communications confirming funding and project scope.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-____, A Resolution Authorizing Certain Officials to Execute an Agreement with MMSD PPII Project Funding Agreement (M10005FR03) for the Mobile Park Design, authorize the execution of all related documents by the Mayor, Director of Administration, and Director of Finance and Treasurer, and direct staff to proceed with the project implementation.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION AUTHORIZING THE EXECUTION OF THE FUNDING
AGREEMENT BETWEEN THE CITY OF FRANKLIN AND THE MILWAUKEE
METROPOLITAN SEWERAGE DISTRICT (MMSD) FOR THE MOBILE PARK
DESIGN UNDER THE PRIVATE PROPERTY INFILTRATION AND INFLOW (PPII)
REDUCTION PROGRAM (M10005FR03)

WHEREAS, the Milwaukee Metropolitan Sewerage District (MMSD) has established a Private Property Infiltration and Inflow (PPII) Reduction Program to assist municipalities in mitigating inflow and infiltration from private sanitary sewer systems;

WHEREAS, the City of Franklin has identified two high-priority mobile home communities through the 2023 Mobile Park Study (M10005FR02) as needing design services for private sanitary sewer systems and lateral improvements to address excessive inflow and infiltration;

WHEREAS, MMSD has approved a funding agreement M10005FR03, providing \$165,170 in funding for design and engineering services related to the Mobile Park Design project;

WHEREAS, Clark Dietz, Inc. has been selected as the design engineering consultant under the terms outlined in the 2025 Mobile Home Design Amendment 2, ensuring compliance with MMSD design requirements and providing professional services to the City;

WHEREAS, this funding agreement covers design and engineering services only, with no financial obligation from the City of Franklin outside of services reimbursed by MMSD as specified in the agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Franklin hereby:

1. Approves the execution of the Funding Agreement M10005FR03 between the City of Franklin and MMSD for the Mobile Park Design under the PPII Reduction Program.
2. Authorizes the Mayor, Director of Administration, Director of Finance, and Treasurer to execute all related documents, agreements, and forms required for implementing the funding agreement.
3. Directs City Staff to proceed with the design phase, including overseeing project management, ensuring compliance with agreement terms, and preparing for future project phases involving construction funding applications.

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2024 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



October 8, 2024

Kelly Hersh
Director of Administration
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

RE: 2025 Sump Pump Design Amendment 2

Dear Kelly,

As part of MMSD funding agreement M10005FR01, residents within neighborhoods FR2005, FR2006 and FR2012 were engaged if they would be interested in a sump pump discharge program supported and fully funded by MMSD. There was overwhelming support in the community during M10005FR01 public outreach that FR2006 was put as a secondary priority due volume of participants and expected construction costs.

With the success of the first two subdivisions, Clark Dietz was able to assist the City of Franklin to secure additional MMSD funding to continue design efforts for the third subdivision. MMSD earmarked additional funds for continued sump pump design services, prompting the need for this Amendment.

The intent of the second amendment is to use the earmarked funds for design of sump pump connections for the third subdivision (FR2006) as listed in the City of Franklin's MMSD Funding Agreement M10005FR01. Additionally, we will assist in securing additional MMSD funds for a future construction phase. ***This amendment is only for design services.***

Below is a Task list breakdown:

- Task 1: Project outreach and communications in the priority area (FR2006)
- Task 2: Design of sump discharge collection system
- Task 3: Public bidding package development
- Task 4: MMSD Construction Work Plan submittal
- Task 5: Bidding services
- Task 6: Design documentation and MMSD reimbursement assistance

Executed MMSD Funding Agreement M10005FR01, Original Agreement, Amendment 1, and Clark Dietz Sump Pump Design Amendment 2 are included as attachments. Our not-to-exceed fee for these services will be \$94,800, to be completely paid for with MMSD allocated funding.

Sincerely,

Clark Dietz, Inc.
Christopher Beyer, PE
Project Engineer

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 2

2023 City of Franklin PPII Engineering Services – MMSD Agreement M10005FR01 (“Project”)

This Amendment to the Professional Services Agreement dated February 7th, 2023 is by and between

City of Franklin (“Client”)

9229 W Loomis Rd Franklin, WI 53132

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624, Milwaukee, WI 53202

Now, Therefore; this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project

The effective date of this Amendment is December 17th, 2024

Agreed to by City of Franklin

Agreed to by Clark Dietz

BY _____
John R Nelson, Mayor

By: _____

Title: Executive Vice President

DATE _____

Date: _____

BY _____
Shirley J Roberts, City Clerk

DATE _____

BY _____
Danielle Brown, Director of Finance and
Treasurer

DATE _____

APPROVED AS TO FORM

Jesse A Wesolowski, City Attorney

DATE _____

PART I
SERVICES BY CLARK DIETZ

A. Amendment Description

The scope of services of this amendment is to use the earmarked funds to design sump pump connections for the third subdivision (FR2006) as listed in the City of Franklin's MMSD Funding Agreement M10005FR01. Additionally, we will assist in securing additional MMSD funds for a future construction phase. This amendment is only for design services.

B. Scope

Breakdown of tasks included in the attachment. Below is the breakdown of tasks included in this amendment as also described in MMSD funding agreement M10005FR01.

Task 1: Project outreach and communications with residents in the priority area

Task 2: Design of sump discharge collection drains and connections to existing storm sewers

Task 3: Project bid package for the public bidding

Task 4: Prepare MMSD Construction Work Plan and submit for approval

Task 5: Bid opening and award recommendation contingent of MMSD approval of work plan

Task 6: Design documentation and report back to MMSD for reimbursements

The City of Franklin and their staff will assist in resident communications, however, design will be provided by Clark Dietz.

C. Schedule

Clark Dietz shall provide the services hereunder according to a mutually agreed upon schedule as requested by the Client and required by MMSD funding agreement M10005FR01.

D. Assumptions/Conditions (If applicable)

This Amendment is subject to the following assumptions/conditions:

1. The City of Franklin and their staff will assist in resident communications, however, design will be provided by Clark Dietz.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions, property entry agreements, or negotiation/acquisition services.
3. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
4. Local and State permits for this project (street cuts, utility relocations, etc.) are not the responsibility of Clark Dietz.

The tasks below can be performed for an additional fee

- 1 Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services,
- 2 Preparation of assessment roles or schedules,
- 3 Geotechnical investigations,
- 4 Processing of any permits,
- 5 Contaminated site and environmental assessment investigations or remediation activities,
- 6 Cultural, historic, archeological, or wetland assessment investigations or remediation activities
7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request

The lists above are not all-inclusive

PART II CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification

B. Representative

Client Representative shall be appointed at the time of executed amendment

C. Decisions

No Change

D. Other

Modify insurance requirements of this Amendment with Clark Dietz, Inc

Insurance levels in the City standard agreement template were found to be unreasonable for the efforts needed to accomplish this work

Now, therefore, be it resolved, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Amendment No. 2 to Clark Dietz, Inc. for additional design services for the Sump Pump Project with General/Commercial Liability Levels to be set at \$1,000,000 per each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 per general aggregate

The City of Franklin will assume the responsibility of the following:

1. Assist Clark Dietz, Inc with resident communication and public outreach
2. Apply for MMSD reimbursement in accordance with funding agreement M10005FR01
Clark Dietz, Inc. will package all Clark Dietz, Inc invoices for reimbursement requests

The list above is not all-inclusive

PART III COMPENSATION

A. Compensation

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates" The total compensation authorized by this Amendment will not exceed **\$94,800** and increases the total compensation authorized to **\$384,010** It shall include the following

- a Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services
- b Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz.

B. Billing and Payment – No Change

City of Franklin 2025 PPI - Sump Design - Schedule V2

		2025												2026											
TASK	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT		
1	Project outreach and communications with residents in the priority area.																								
2	Design of sump discharge collection drains and connections to existing storm sewers																								
3	Project bid package for the public bidding																								
4	Prepare MMSD Construction Work Plan and submit for approval																								
5*	Bid opening and award recommendation contingent of MMSD approval of work plan																								
6*	Design documentation and report back to MMSD for reimbursements.																								
7**	Construction																								

*Schedule of Task 5, 6, and 7 are dependent on MMSD Work Plan or MMSD Competitive Funding schedules and approvals for additional MMSD Construction funding.

**Construction is not included. Construction to be completed with separately secured MMSD funds anticipated for late 2025 or 2026 depending on MMSD funds available and timeline.

ATTACHMENTS:

-ORIGINAL AGREEMENT

-AMENDMENT 1

-MMSD FUNDING AGREEMENT



January 31, 2023

Glen E. Morrow, PE
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

RE: ATTACHMENT A
2023 City of Franklin PPII Engineering Services

Dear Glen,

We appreciate your invitation to submit a proposal to participate in Franklin's MMSD funded PPII program. We intend to fulfill the requirements of this project by partnering with Baxter and Woodman Inc.

Our services will be led by myself, as the main contact and expert. During the delivery of the project, additional expertise or effort will be provided by a combined team of Clark Dietz and Baxter and Woodman. All services will be provided under my leadership and direction. I will be the sole client contact for a clean and clear communication channel between the project team and the City.

The scope of services proposed under this document is identical to the project description provided to MMSD and incorporated into the MMSD funding agreement M10005FR01.

Accordingly, our not-to-exceed fee for the PPII project described in the above referenced funding agreement will be \$226,440. The scope of services and level of effort breakdown of work items are identical to the workplan included in the MMSD-Franklin Agreement M10005FR01.

Sincerely,
Clark Dietz, Inc.

Mustafa Emir, PhD, PE
WI Regional Director

A G R E E M E N T

This AGREEMENT, made and entered into this 7th day of February, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Clark Dietz, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 759 N. Milwaukee St., Suite 624, Milwaukee WI 53202.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR01;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR01, as described in CONTRACTOR's proposal to CLIENT dated January 31, 2023, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at CONTRACTOR's standard billing rates with a not-to-exceed budget of \$226,440, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$226,440. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Mustafa Emir, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
B. Automobile Liability	<p>\$1,000,000 combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	<p>\$10,000,000 per occurrence for bodily injury, personal injury, and property</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 8, 2023.

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.


XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN

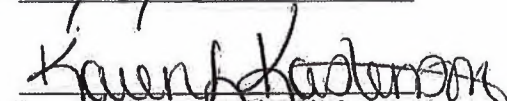
BY:


Stephen R. Olson, Mayor

DATE:

2/8/23

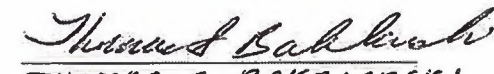
BY:


Karen L. Kastenson, City Clerk

DATE:

2-8-23

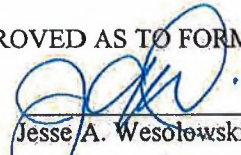
BY:


THOMAS S. BAKALARSKI
Director of Finance and Treasurer
INTERIM CITY COMPTROLLER / TREASURER

DATE:

2/8/23

APPROVED AS TO FORM:



Jesse A. Wesolowski, City Attorney

DATE:

2/9/23

CLARK DIETZ INC.

BY:


Mustafa Emir, PhD, PE, EVP

DATE: February 1, 2023



Tuesday, January 31, 2023

Mr. Glen Morrow, P.E.
City Engineer, City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject: Funding Agreement M10005FR01

Mr. Morrow,

Enclosed is your copy of the fully executed funding agreement M10005FR01 through the District Private Property Infiltration and Inflow (PPII) reduction program. Please review the terms and conditions of this agreement, including review milestones and deliverables. Please share this funding agreement with your consultants and contractors and confirm they understand the terms of the agreement. This agreement expires on January 31, 2024. All terms of this agreement must be met for expenses to be reimbursed to the Municipality.

You may proceed with work as outlined in the agreement.

Please contact me at 414.225.2162 or rspecht@mmsd.com if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Becky Specht'. The signature is written in a cursive, flowing style.

Becky Specht, P.E.
Senior Project Manager

Enclosure

Integrated Watershed Management CONTRACT APPROVAL ROUTING

Project Name: PPII

Project/Contract No.: M10005FR01

COMMENTS: Please route as indicated, sign where necessary. Thank you.

APPROVALS REQUIRED / DATE (Please Insert Sequence Number)

Number:

1	Project Manager/Planner: <u>R. Specht</u>	Date: <u>1/30/23</u>
2	Section Manager: <u>J. Fogel</u>	Date: <u>30/JAN/2023</u>
	Director of PRS: _____	Date: _____
3	Legal Services: <u>T. Nowicki</u>	Date: <u>1-31-23</u>
4	Executive Director: <u>K. Shafer</u>	Date: <u>1/31/23</u>
<hr/>		
5	Please return to: <u>R. Specht</u>	Date Routed: _____

- ☐ **Contract/Consultant Agreement (must include / please check):**
- ☐ Commission Resolution (if Commission approved)
 - ☐ Certificate of Insurance (Write contract number in the description)
Note: Check contract terms to see if COI is required. Some short form contracts do not require collection of COI
- ☒ **Funding Agreement/Conservation Easement (must include / please check):**
- ☒ Commission Resolution (if Commission approved)

By PM:

- ☐ Fully executed saved to eBuilder
- ☐ Lawson REQ requested _____
Contact Person at Mun: Glen Morrow
Contact's email: gmorrow@franklinwi.gov
Contact Phone Number: 4144257510
Charge Number: M10005CG109
Municipality: Franklin
- ☐ Hard copy routed to muni _____
- ☐ Project Controls notified of new commitment _____
 - ☐ eBuilder link to FA
 - ☐ Resolution
- ☐ District hard copy routed to records

13295



**Milwaukee Metropolitan Sewerage
District
Certified Copy**

260 West Seaboth
Street
Milwaukee, WI 53204

Resolution: 22-160-12

File Number: 22-160-12

**Approval of Funding Agreement M10005FR01 Under Project M10005, 2022 City of Franklin
Private Property Infiltration and Inflow Reduction Project**

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized and directed to execute on behalf of the District Funding Agreement M10005FR01 in the amount of \$972,690 for work outlined in Work Plan M10005FR01 as submitted by the City of Franklin under Project M10005, Private Property Infiltration and Inflow Program.

I, Anna Kettlewell, Commission Secretary of the Milwaukee Metropolitan Sewerage District, do hereby certify that the above is a true and correct copy of Resolution No. 22-160-12, adopted by the Milwaukee Metropolitan Sewerage Commission at a meeting held on 12/19/2022.



Anna Kettlewell, Commission
Secretary



Date Certified

Funding Agreement M10005FR01
Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Franklin (Municipality) with its municipal offices at 9229 West Loomis Road, Franklin, Wisconsin, 53132.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services, and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system, and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 31, 2024, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount proportional to the percentage of participating property owners per Policy 3.1.2.e . not to exceed \$972,690 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No reimbursement will

be made for costs incurred prior to the effective date of this Agreement, or for costs that are not supported by documentation as outlined by this Agreement.

Prior to initiating Schedule tasks 3 through 9, the District and Municipality shall review the project property owner participation and determine if the cost/benefit of the proposed work is reasonable. Once the District has reviewed the participation levels with the Municipality, the District will notify the Municipality in writing that the design phase of the project may proceed. If the design and construction phases (Schedule tasks 4 through 9) do not proceed, the costs incurred by the Municipality for Schedule tasks 1 through 3 will be reimbursed.

3. Program Publicity and Outreach Requirements

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B;

- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review via email to its assigned PPII Project Manager. All contractor's pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of three (3) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices, approved contractor pay applications, and other expense invoices;
- c. All deliverables listed in Attachment B, are proportionate and applicable to the Work completed as related to the request.
- d. Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the completed tasks.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 35% of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems or warranty defects that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality. The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

Milwaukee Metropolitan Sewerage
District

By: 

Kevin L. Shafer, P.E., Executive
Director

Date: 1/31/23

City of Franklin

By: 

Stephen R. Olson, Mayor

Date: 1/20/23



By: 

Peggy Steeno, Director of Administration

Date: 01/23/2023

By: 

Director of Finance

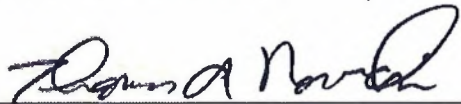
Date: 1-23-23

By: 

Karen L. Kastenson,
Director of Clerk Services/City Clerk

Date: 1/20/23

Approved as to form:



Attorney for the District

Approved as to form:



1/24/23
Jesse Wesolowski, Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



PARTNERS FOR A CLEANER ENVIRONMENT

2021 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Glen E. Morrow, PE	Municipality: City of Franklin
Mailing Address: 9229 W Loomis Rd., Franklin WI 53132	
Phone #: 414-425-7510	Email: gmorrow@franklinwi.gov
Primary Contact: Glen Morrow, PE	Primary Contact email: gmorrow@franklinwi.gov
Primary contact phone #: 414-25-7510	
Consultant (if applicable)	
Firm: Clark Dietz Inc.	Consultant's PM's Name: Mustafa Emir
Consultant Email: mustafa.emir@clarkdietz.com	Consultant Phone number: 414-315-1933

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.

- ☒ Planning ☐ Investigative ☒ Construction/Rehab ☐ Post Project Evaluation ☐ Training
☐ Other

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan? \$ 972,690.00

3. Provide the scope of work that will be included in this work plan.

The work plan consists of engineering design of sump pump discharge collection drains in sewersheds FR2005, FR2006, and FR2012 in the City of Franklin. The scope of work includes the following elements.

- 1- Outreach and communications with eligible residents in the project area
- 2- Public Information meetings - program presentation - continued outreach
- 3- Management of consent forms, assessment of eligibility, record keeping
- 4- Assessment of existing sump pump discharge locations
- 5- Design of sump discharge collection drains and connections to existing storm sewers
- 6- Preparation of bid documents, plans and specifications, cost estimate
- 7- Project Bidding, Bid opening, Bid Tabulation
- 8- Contract award recommendation
- 9- Sump Collection drain Construction

4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.

Public Outreach: Consultant/City staff
Communications: Consultant/City staff
Field data collection: Consultant
Sump discharge location/condition evaluation: Consultant/City staff
Design engineering: Consultant
Bidding: Consultant
Construction: Contractor

5. What is the total number of properties in the project area? 520

6. What is the assumed number of participating properties? 200

7. What is your justification for the assumed participation rate?

- ☒ Prioritization of properties based on investigative work ☒ Assumed percent of total based on previous projects ☐ Existing ROE agreements
☐ Other (Fill in Blank):

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area? <input type="checkbox"/> Pre 1940's <input type="checkbox"/> 1940 – 1960 <input checked="" type="checkbox"/> 1961-1980 <input checked="" type="checkbox"/> 1981-Present				
2. What is the average lot size within the project area?		0.25	<input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres	
3. In this area, is it typical that foundation drains are connected?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. What sewershed(s) or metershed(s) is this project located in? FR2005, FR2006, FR2012 Project location map is provided with this work plan.				
5. Collection system characteristics in project areas:				
Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):	
1980	<input checked="" type="checkbox"/> VCP <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Asbestos	8-10 inches	<input checked="" type="checkbox"/> Circular <input type="checkbox"/> Other	
	<input type="checkbox"/> Ductile Iron <input checked="" type="checkbox"/> Concrete <input checked="" type="checkbox"/> PVC			
6. Within the project area, is the mainline rehabilitated?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.				

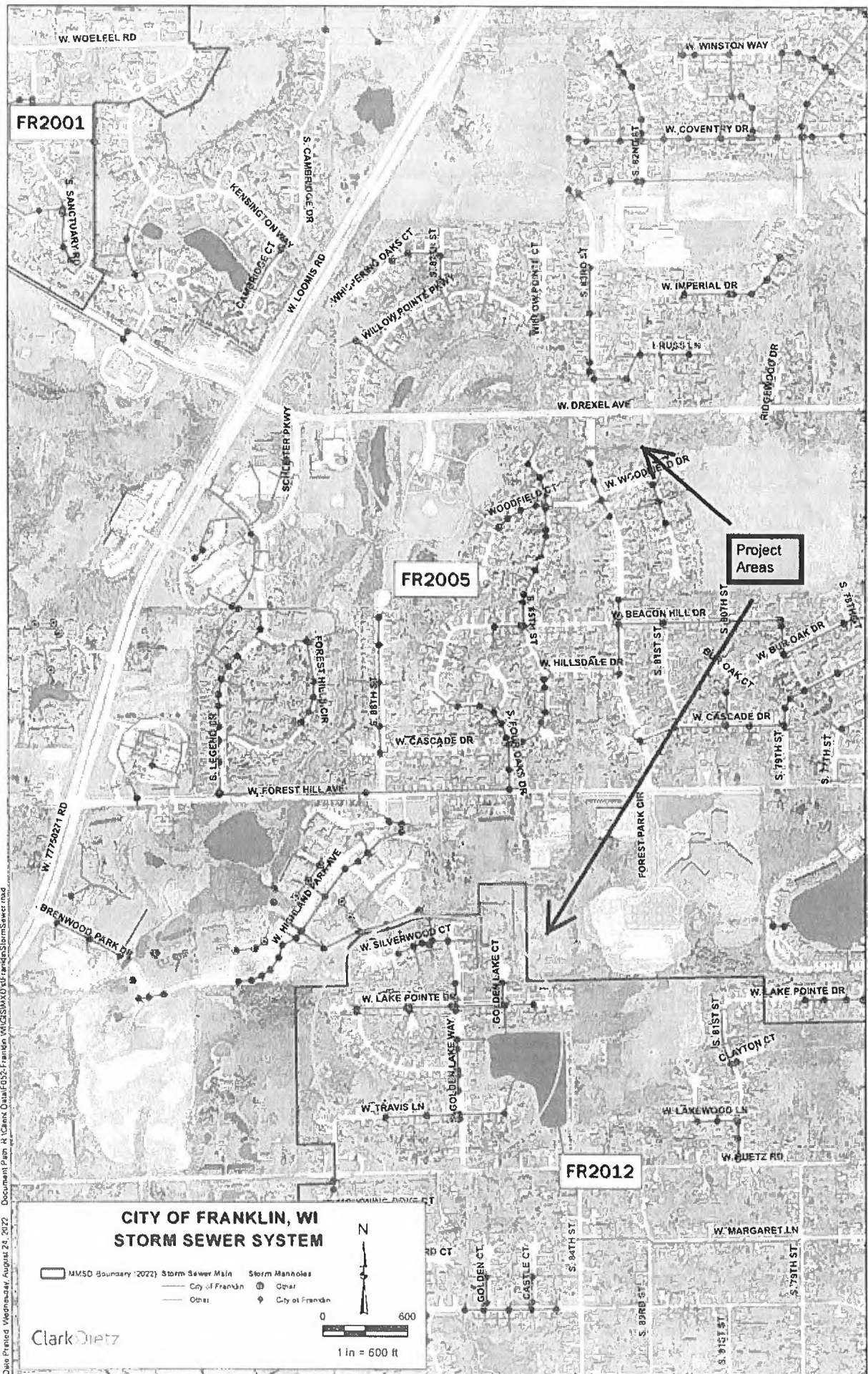
7. Will public infrastructure work be contracted or completed with the private property work?

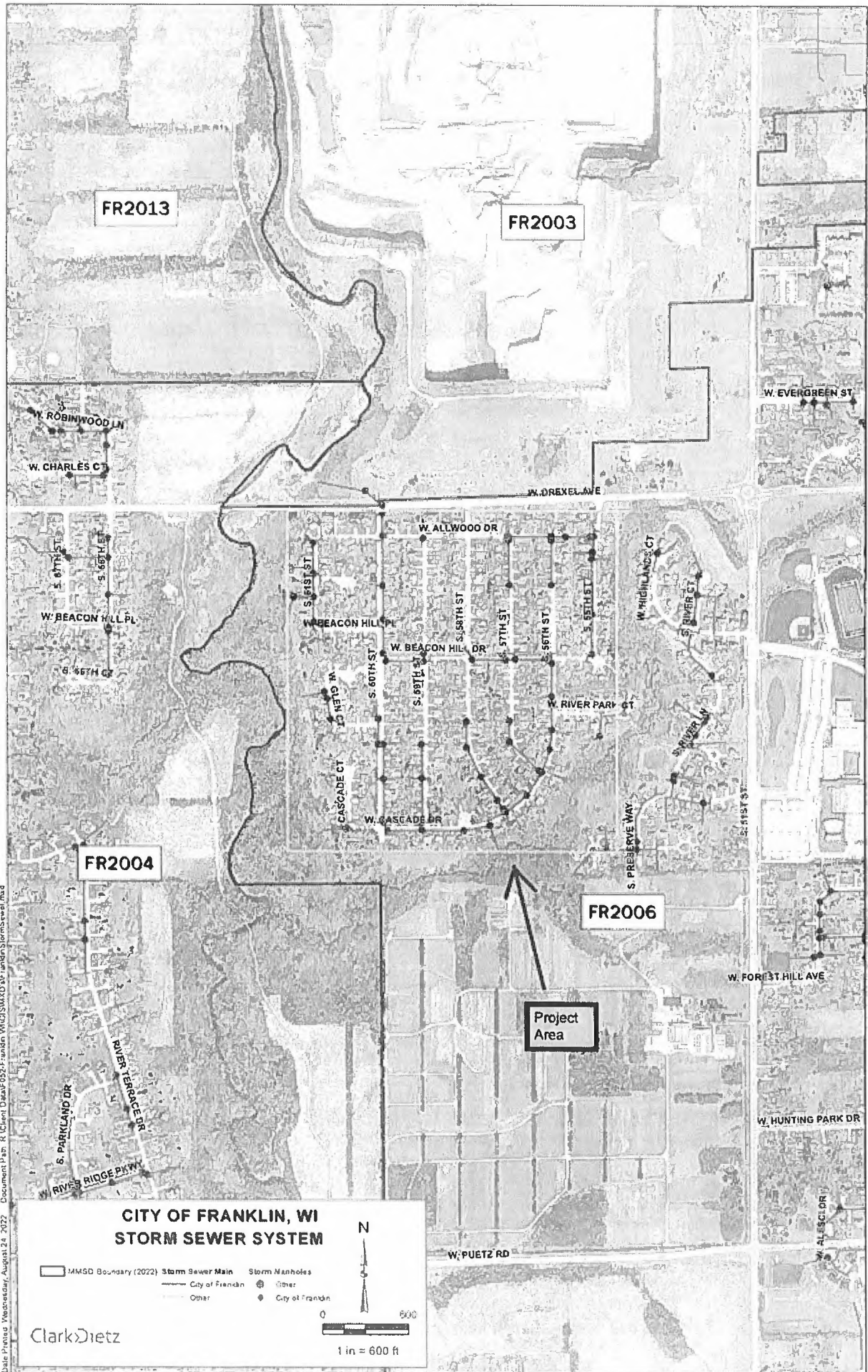
☐ Yes ☒ No

If "Yes", provide details of the public work.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size i.e. 8.5"x11, 11"x17", etc.
- Maps shall be submitted as PDF electronic files.





IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☒ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☐ Yes ☒ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

The City has conducted a city-wide survey of homeowners to collect information regarding sump pump discharge issues, such as soggy yards, poor street drainage, and icing problems in winter.

In the City's opinion, the responses represent the experience of most residents in the affected areas and therefore, the selection of the project focus sewersheds are appropriate.

- 2 Describe how the project area and approach was chosen and prioritized.

The City is pursuing the reduction in free water available for private lateral infiltration based on previous studies that showed a correlation between sump discharge on front lawns and increased infiltration potential in private laterals. Almost all of the recorded comments/complaints are located in the sewersheds included in this workplan. Locations of comments/complaints and the sewershed IDs are shown on the attached figure - next page.

Priority was given to those areas where storm sewers are present - these will be used to convey the collected sump discharges. Our intent is to connect the drains to the back of existing catch basins to reduce roadway disturbances. Since there is a significant lag between the peak of the runoff event in the storm sewers and the continuous nature of sump discharges following rainfall, storm sewers will have adequate capacity.

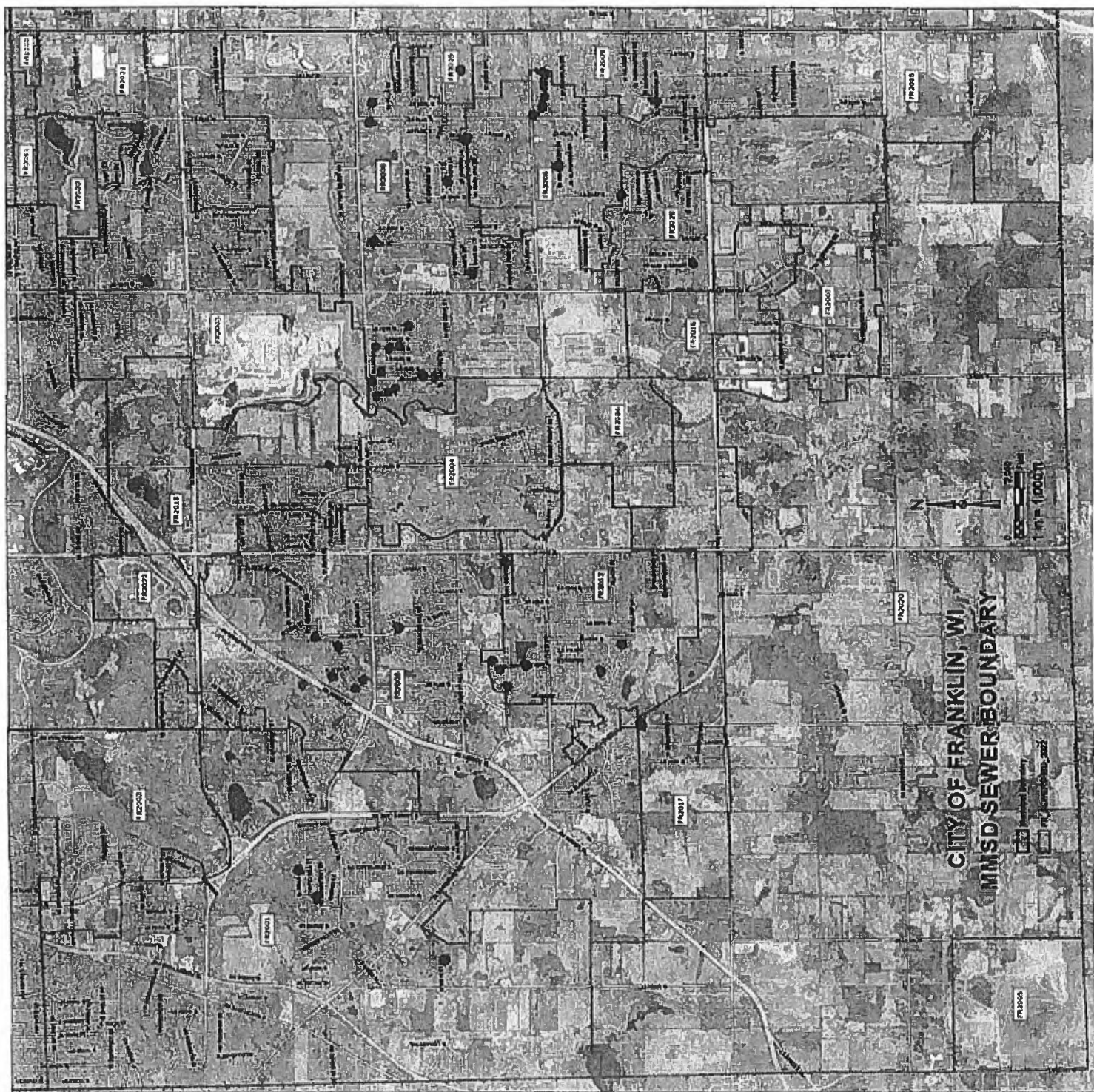
Per email from Glen Morrow on 11/14/22, the City will have their consultant complete a review of the capacity of the existing sewers to be able to handle the additional flows from the storm laterals.

- 3 What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☐ Non-compliant ☒ Compliant ☐ Inconclusive ☒ Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

FR2005 and FR2006 are compliant based on 2022 calibrations. FR2012 is inconclusive based on 2016 calibrations.



**TABLE 27
SIMULATED SEWERSHED FLOWS IN THE CITY OF FRANKLIN BY SEWERSHED**

Sewershed	Sewershed Area (acres)	Est. Sewered Area (acres)	Baseline - Year 2010			Future - Year 2035			Buildout - Year 2050		
			Average BSF (MGD)	Average DWF (MGD)	Peak Hourly Flow (MGD)	Average BSF (MGD)	Average DWF (MGD)	Peak Hourly Flow (MGD)	Average BSF (MGD)	Average DWF (MGD)	Peak Hourly Flow (MGD)
FR1010	29.8	29.8	0.010	0.018	0.823	0.026	0.034	0.843	0.035	0.044	2.006
FR2001	2822.4	2822.4	0.484	0.493	7.685	0.690	0.735	8.058	0.821	0.888	8.615
FR2002	627.4	627.4	0.117	0.166	2.270	0.133	0.182	2.307	0.142	0.192	2.467
FR2003	1008.9	1008.9	0.143	0.208	2.013	0.183	0.258	2.146	0.209	0.290	2.270
FR2004	747.7	747.7	0.048	0.072	0.906	0.051	0.081	1.007	0.054	0.087	1.010
FR2005	2623.6	2623.6	0.590	0.709	2.225	0.919	1.086	3.419	1.123	1.318	3.715
FR2006	1793.5	1793.5	0.326	0.442	5.463	0.649	0.808	6.526	0.848	1.034	7.115
FR2007	438.0	438.0	0.199	0.213	0.778	0.315	0.337	1.027	0.385	0.411	1.100
FR2008	862.2	862.2	0.143	0.226	2.674	0.148	0.236	2.726	0.152	0.242	2.861
FR2009	328.7	328.7	0.083	0.140	3.544	0.124	0.184	3.598	0.148	0.210	3.885
FR2011	61.4	61.4	0.054	0.056	0.424	0.059	0.062	0.440	0.062	0.066	0.460
FR2012	756.3	680.6	0.135	0.157	0.941	0.249	0.283	1.304	0.322	0.363	1.389
FR2013	776.5	776.5	0.104	0.130	0.996	0.158	0.193	1.242	0.193	0.233	1.275
FR2015	874.9	874.9	0.052	0.080	1.055	0.374	0.425	1.884	0.568	0.632	2.142
FR2016	324.2	324.2	0.097	0.108	0.470	0.184	0.204	0.748	0.236	0.262	0.799
FR2017	805.5	805.5	0.029	0.055	0.953	0.245	0.297	1.665	0.376	0.442	1.793
FR2020	5890.4	0.0	0.020	0.020	0.020	1.110	1.411	6.396	1.751	2.215	6.984
FR2021	610.1	610.1	0.328	0.368	2.076	0.367	0.410	2.174	0.390	0.436	2.227
FR2022	142.7	0.0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
FR2023	144.4	0.0	0.000	0.000	0.000	0.011	0.013	0.051	0.016	0.018	0.051
FR2024	129.8	0.0	0.000	0.000	0.000	0.075	0.076	0.102	0.087	0.089	0.114
FR2025	82.3	82.3	0.021	0.036	0.492	0.028	0.045	0.530	0.033	0.050	0.549
FR2026	317.2	317.2	0.066	0.077	0.430	0.093	0.108	0.567	0.110	0.128	0.596
Totals	22197.9	15814.9	3.051	3.773	36.238	6.191	7.467	48.758	8.063	9.653	53.424

BSF - Base Sanitary Flow
DWF - Dry Weather Flow
MGD - Million Gallons per Day

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area?</p> <p>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>5. Does the project area have a history of CSOs or SSOs?</p> <p>If "Yes," provide the frequency of occurrences over the last ten years.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>6. Does the municipality have recurring basement backup reports in the project area?</p> <p>If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?</p>	<input type="checkbox"/> Yes – go to item 8 <input checked="" type="checkbox"/> No – go to item 9
<p>8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.</p>	

- 9 Do you plan on collecting pre-project baseline data as part of this project? ☐ Yes – go to item 10
☒ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

Once the participants are selected, Franklin will work with the residents to collect average sump pump activity information consisting of average frequency of pumping and number of pumps. The City intends to conduct a survey of participating residents and have them provide average weekly sump pump run times over a period for the spring and fall months. We will use this information to estimate average expected sump discharge quantities in the project area.

Following the installation of the sump discharge collection drains, the City will be able to provide an average annual flow collected and removed from front yards, thereby estimating the reduction in average water available for infiltration in the private laterals.

This data (i.e., average annual reduction in available free water in front yards) will be provided as a post construction benefit metric.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

The primary goal of the proposed project is the management and removal of free surface water from front yards where continuous sump pump discharges are known to saturate the ground above private sewer laterals and increase the available groundwater for on-going inflow and infiltration into sewer laterals.

Providing a collection system ofr such sump discharges is expected to reduce ground saturation, and thereby reduce the potential for private lateral inflow and infiltration.

In addition, as a secondary goal, City will eventually want to expand its focus into the possibility of disconnecting foundation drains or illegal sump pump collections. With the proposed project, the City will collect relevant information on this matter and potentially start a disconnection program that leverages several of the current MMSD funding programs for private properties.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines). Provide the schedule in PDF format.

[illegible][illegible]

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? i.e. municipal funds, grant funding, property owner cost share, etc. ☐ Yes ☒ No

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

Every 60 days.

4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name and contact information.

Glen Morrow, City Engineer/Director of Public Works, City of Franklin

City of Franklin 2022 PPII - Sump Collection - Professional Fee

TASK	DESCRIPTION	Project Principal	Project Manager	Engineer	Technician	TOTALS
1	Project outreach and communications with residents in the priority area. After the initial information package is sent to residents, we will communicate with residents to answer any questions and offer clarifications on the program.	\$225	\$195	\$155	\$125	
2	We will manage the consent forms and maintain a database of properties that will participate in the program.	40	40	80		160
3	Assessment of existing sump pump discharge locations		48	32	120	200
4	Design of sump discharge collection drains and connections to existing storm sewers	40	48	52	120	220
5	Project bid package for the public bidding		120	160	380	700
6	Prepare MMSD Construction Work Plan and submit for approval		40	40		80
7	Bid opening and award recommendation contingent of MMSD approval of work plan		40	40		80
8	Design documentation and report back to MMSD for reimbursements.		8	8		16
	Total Engineering Hours	80	24	24		48
	Total Engineering Fee	\$18,000	\$67,080	\$83,880	\$77,500	\$226,440

City of Franklin 2022 PPII - Sump Collection - Construction Cost Estimate

ITEM	DESCRIPTION	Unit	Quantity	Unit Price	TOTALS
1	Sewer Pipe, SDR 26, 6 in.	LF	4000	\$ 70.00	\$280,000
2	Sewer Pipe, SDR 26, 8 in.	LF	2500	\$ 85.00	\$212,500
3	Adjusting Manhole, Storm	EACH	10	\$ 1,000.00	\$10,000
4	Sump Line Connection to Storm Sewer	EACH	200	\$ 400.00	\$80,000
5	Erosion Control	EACH	1	\$ 15,000.00	\$15,000
6	Curb and Gutter Removal and Replacement - 30" (Spot Repair)	LF	650	\$ 75.00	\$48,750
7	Restoration	SY	1500	\$ 50.00	\$75,000
8	Contingencies	EACH	1	\$ 25,000.00	\$25,000
	Sump Pump Collection Line Construction Cost				\$746,250
	GRAND TOTAL PROJECT COST				\$972,690

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each. For professional Services, the City of Franklin has a QBS process for the award of professional services. Non-Professional services are awarded on the lowest price submitted by the most responsible provider. Low bids and a thorough reference check, including, legal review are the basis of this selection.	
7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs). The City's intent is to include ONLY MMSD reimbursable costs in its public bid documents. The City will review the bid items, project eligible work to be included in the contract prior to public bidding. Should work be needed that is not eligible for PPIL reimbursement, the City will verify this with MMSD officials and proceed accordingly. Overall, the City does not intend to perform non-reimbursable, non PPIL related work as part of the project described herein.	
8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)	
Name: Stephen R. Olson	Position Title: Mayor
Name: Peggy Steeno	Position Title: Director of Administration
Name: Denise Gilbert	Position Title: Director of Finance
Name: Jesse Wesolowski	Position Title: City Attorney
Name:	Position Title:
Name:	Position Title:

VIII. PUBLIC OUTREACH

- 1 Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

The Public outreach to identify participating private properties will be handled by a combination of consulting staff and City staff.

We will send out mailers, and schedule a public information meeting to convince participation in the program. In each of the project areas, the City will attempt to use those survey respondents as "neighborhood champions" and assist in scheduling and conducting neighborhood meetings to disseminate information, explain project benefits to increase participation.

We will begin the outreach process in winter 2022/2023 with the objective of identifying participating properties by mid Q1 2023.

The City has an email list, as well as social media presence that will be leveraged. We will also do targeted communications to each property to increase participation levels. In past projects of similar kind, we have achieved 50-60 percent participation. We would expect similar results in this project as well.

ATTACHMENT B
Agreement Deliverables

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via the District Municipal Portal in PDF or Word format a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures via the District Municipal Portal in PDF or Word format. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal via the District Municipal Portal in PDF format.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District SPM via the District Municipal Portal in PDF format on a monthly basis or with reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a

ATTACHMENT B
Agreement Deliverables

summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via the District Municipal Portal in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM as one document via the District Municipal Portal in PDF format.
16. Documentation of the limits and location of the storm lateral installation expressed in text and graphics (map overlay) shall be provided to each participating property owner and copied to the District. Documents shall be provided to the District as one document via the District Municipal Portal in PDF format.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
20. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
21. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District via the District Municipal Portal. The survey form shall be submitted in PDF format and the survey results should be summarized in a spreadsheet format.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b) and shall not be released until the Work is complete, inclusive of the warranty inspection.
4. **Warranty Inspection:** Contractor shall complete a warranty inspection via third party of the Work, via a method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding shall be provided to the Municipality and the District with in fifteen (15) days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
5. **Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work. Contractor shall notify the Municipality and the District.
6. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

June 21, 2024

Mustafa Emir, PhD, PE, EVP
Clark Dietz, Inc.
759 North Milwaukee Street,
Suite 624
Milwaukee, WI 53202

Dear Mr. Emir:

Re: Amendment No. 1-MMSD funded PPII
Sump Pump

Enclosed please find a signed contract on behalf of the City of Franklin regarding the above-referenced project.

If you have any questions, please do not hesitate to give me a call.

Yours very truly,



Maggie Poplar,
Deputy City Clerk

MP

Encs.

cc Mr. Glen Morrow (w/encs.)



March 26, 2024

Glen E. Morrow, PE
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

RE: **2024 PPII Sump Pump Construction Oversight**
City of Franklin PPII Engineering Services

Dear Glen,

We appreciate the opportunity to continue our involvement in the City of Franklin's MMSD funded PPII Sump Pump program. MMSD funding agreement M10005FR01 requires full-time construction inspection services. The City of Franklin staff will complete inspection services for the day-to-day construction; however, construction inspection oversight has been requested of Clark Dietz.

The scope of services proposed is intended to provide construction inspection oversight on a part-time basis to support City staff throughout the construction project from pre-construction to project close-out.

Below is a Task list breakdown:

- Task 1: Pre-construction Coordination
- Task 2: Construction Meetings
- Task 3: Inspection Oversight Services (24 weeks @ 5/hours per week)
- Task 4: Pay Estimate Assistance
- Task 5: Project Close-Out Assistance
- Task 6: As-Built Documentation Assistance
- Task 7: MMSD Reimbursement Assistance

It is expected that City staff is responsible for the resident coordination.

Our not-to-exceed fee for construction inspection services for the PPII Sump Pump project described will be \$62,770. The expectation is to have field visits as needed to ensure construction is progressing appropriately; therefore, there is \$1,500 item included for travel expenses such as mileage.

Sincerely,
Clark Dietz, Inc.

Mustafa Emir, PhD, PE
Executive Vice president

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

2023 City of Franklin PPII Engineering Services – MMSD Agreement M10005FR01 (“Project”)

This Amendment to the Professional Services Agreement dated February 7th, 2023 is by and between:

City of Franklin (“Client”)

9229 W. Loomis Rd. Franklin, WI 53132

and

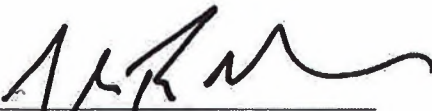
Clark Dietz, Inc. (“Clark Dietz”)

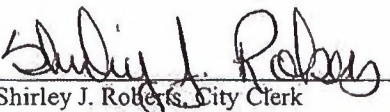
759 North Milwaukee Street, Suite 624, Milwaukee, WI 53202

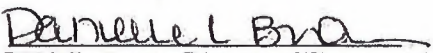
Now, Therefore; this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

The effective date of this Amendment is April 8, 2024

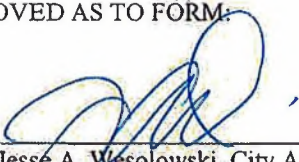
Agreed to by City of Franklin

BY: 
John R. Nelson, Mayor
DATE: 4-9-2024


BY: 
Shirley J. Roberts, City Clerk
DATE: 4-10-24

BY: 
Danielle Brown, Director of Finance and
Treasurer
DATE: 4-11-24

APPROVED AS TO FORM:


Jesse A. Wesolowski, City Attorney
DATE: 4/11/24

Agreed to by Clark Dietz

By: 
Title: Executive Vice President
Date: March 27, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukegan IA 50263

CONTACT NAME: Audrey McNeil

PHONE (A/C, No, Ext): 309-282-3907

FAX (A/C, No):

E-MAIL ADDRESS: amcneill@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Twin City Fire Insurance Co

29459

INSURER B: Hartford Accident and Indemnity Company

22357

INSURER C: Sentinel Insurance Company Ltd

11000

INSURER D: XL Specialty Insurance

37885

INSURER E:

INSURER F:

INSURED
Clark Dietz, Inc.
125 West Church Street
Champaign IL 61820

CLADIEPC

COVERAGES

CERTIFICATE NUMBER: 56824593

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			84SBWAC5926	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER			84UEGZV4783	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBWAC5926	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	84WEGA1H5Z	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Claims-Made Policy)			DPR5020366	11/1/2023	11/1/2024	Per Claim Aggregate 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Reference: City of Franklin PPII Engineering Services

The City of Franklin is listed as Additional Insured on the General, Auto, and Umbrella liability policies on a Primary and Non-Contributory basis as required by written contract with the Insured, per policy terms and conditions.

A Waiver of Subrogation applies on all policies. Umbrella follows form, per underlying schedule attached 30 Day

Notice of Cancellation applies

The Professional Liability policy includes limited Contractors Pollution Legal Liability

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kari Coolidge

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EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. TWIN CITY FIRE INSURANCE COMPANY

84 SBW AC5926 11/01/23 TO 11/01/24

Type of Coverage

(X) Business Liability - including:

Employees as Additional Insureds
Contractual Liability
Limited Non-Owned Watercraft
Additional Insureds
Damages To Premises Rented To You

(X) Personal and Advertising Injury
(X) Products/Completed Operations

() Hired Auto and Non-Owned Auto

Applicable Limits
Bodily Injury and Property Damage
Liability Combined
\$1,000,000 each occurrence
\$2,000,000 general aggregate

Property Damage Liability
\$1,000,000 each occurrence

\$1,000,000
\$2,000,000 Prod./Comp. Ops.
aggregate
Limit of Liability

B. HARTFORD ACCIDENT & INDEMNITY CO

84UEGZV4783 11/01/23 TO 11/01/24

(X) Comprehensive Automobile Liability -
Owned Automobiles

(X) Non-Owned Automobiles

(X) Hired Automobiles

() Uninsured Motorist

Bodily Injury Liability
each person
each accident

Property Damage Liability
each accident

Bodily Injury and Property Damage
\$1,000,000 Liability Combined
each accident
each occurrence

C. SENTINEL INSURANCE COMPANY, LTD

84WEGAJ1H5Z 11/01/23 TO 11/01/24

(X) Employer's Liability

\$1,000,000 each accident*
\$1,000,000 each employee by
disease*
\$1,000,000 total policy by disease*

D.

() Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 84 SBW AC5926

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
() Foreign Commercial General Liability- including: Personal and Advertising Injury Products/Completed Operations	each occurrence Personal and Advertising Injury aggregate Products/Completed Operations aggregate
() Foreign Contingent Auto Liability	each accident
() Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

PART I
SERVICES BY CLARK DIETZ

A. Amendment Description

The scope of services is to provide construction inspection oversight on a part-time basis to support City of Franklin staff throughout the Sump Pump Construction Project from pre-construction to project close-out. This is included as part of the MMSD funding agreement M10005FR01 which requires full-time construction inspection services.

B. Scope

Breakdown of hours are included in the attachment. Below are a list of tasks included:

Task 1: Pre-construction Coordination

Task 2: Construction Meetings

Task 3: Inspection Oversight Services (24 weeks @ 5/hours per week)

Task 4: Pay Estimate Assistance

Task 5: Project Close-Out Assistance

Task 6: As-Built Documentation Assistance

Task 7 MMSD Reimbursement Assistance

The City of Franklin and their staff will complete full time construction inspection services for this project; however, construction inspection oversight will be provided by Clark Dietz. The following is a list of items included in the scope:

1. Construction oversight on a part-time basis (24 weeks @ 5 hours/week).
2. Attend weekly construction meetings.
3. Review project schedule and make recommendations, as necessary.
4. Review City prepared files and documentation of payable work and other related project activities. These documentation files will be in accordance with City and MMSD funding agreement requirements.
5. Review project milestones, construction budget, and other activities that will have an impact on City facilities or services.
6. Evaluate, coordinate, and prepare Change Order request. The City will process all Change Orders
7. Assist in preparing pay estimates and review with the Contractor monthly to determine what amount of the construction is completed in order to recommend disbursement of funds.
8. Review punch lists and assist in oversight on completion of punch list.
9. Clark Dietz is **not** responsible for resident coordination.
10. Provide coordination between the Contractor, MMSD, and City staff for critical construction activities

C. Schedule

Clark Dietz shall provide the services hereunder according to a mutually agreed upon schedule as requested by the Client. It is understood that the Project will be constructed during the 2024 season and a final schedule will be determined during the pre-construction meeting

D. Assumptions/Conditions (If applicable)

This Amendment is subject to the following assumptions/conditions.

1. This amendment is based on an anticipated number of construction weeks as mentioned in the scope (24 part-time weeks plus pre-project coordination assistance and project closeout assistance) Any extension past 24 weeks or a request to increase our part-time scope due to Contractor scheduling or City requests will require a revision to this scope and fee.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions, property entry agreements, or negotiation/acquisition services.
3. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project
4. Local and State permits for this project (street cuts, utility relocations, etc.) are not the responsibility of Clark Dietz.

The tasks below can be performed for an additional fee

1. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services;
2. Preparation of assessment roles or schedules,
3. Geotechnical investigations;
4. Processing of any permits,
5. Contaminated site and environmental assessment investigations or remediation activities;
6. Cultural, historic, archeological, or wetland assessment investigations or remediation activities.
7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request

The lists above are not all-inclusive.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

No Change

C. Decisions

No Change

D. Other

The City of Franklin will assume the responsibility of the following.

1. Daily construction observation.
2. Daily diaries and daily project documentation.
3. All residential coordination during construction.
4. Create punch list items for the project.
5. Measure construction quantities and format them to be usable for a progress payment estimate.
6. Any local building or plumbing permit coordination
7. Any other day-to-day typical construction observations requirements needed to satisfy the project and MMSD funding agreements.

The list above is not all-inclusive

PART III COMPENSATION

A. Compensation

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed **\$62,770** and increases the total compensation authorized to **\$289,210**. It shall include the following:

- a Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
- b Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz.

B. Billing and Payment – No Change

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2024

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$260.00
Engineer 8	250.00
Engineer 7	240.00
Engineer 6	230.00
Engineer 5	210.00
Engineer 4	180.00
Engineer 3	165.00
Engineer 2	150.00
Engineer 1	135.00
Technician 5	175.00
Technician 4	165.00
Technician 3	150.00
Technician 2	135.00
Technician 1	115.00
Intern	100.00
Clerical	105.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

City of Franklin PPII - Sump Collection - Professional Construction Fee

TASK	DESCRIPTION	Project Principal	Project Manager	Engineer	TOTALS
		\$230	\$180	\$165	
1	Pre-Construction Coordination	4	20	4	28
2	Construction Meetings	4	30	4	38
3	Inspection Oversight Services (24 weeks @ 5/hrs average per week).		90	30	120
4	Construction Pay Estimate Assistance		10	30	40
5	Project Close-Out Assistance		16	20	36
6	As-Built Documentation Assistance		10	30	40
7	MMSD Reimbursement Assistance		24	24	48
Total Engineering Hours		8	200	142	350
Construction Engineering Fee		\$1,840	\$36,000	\$23,430	\$61,270
Reimbursed Travel Expenses					\$1,500
Total Construction Engineering Fee					\$62,770

AGREEMENT

This AGREEMENT, made and entered into this 7th day of February, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Clark Dietz, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 759 N. Milwaukee St., Suite 624, Milwaukee WI 53202.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR01;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR01, as described in CONTRACTOR's proposal to CLIENT dated January 31, 2023, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at CONTRACTOR's standard billing rates with a not-to-exceed budget of \$226,440, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$226,440. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Mustafa Emir, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
B. Automobile Liability	<p>\$1,000,000 combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	<p>\$10,000,000 per occurrence for bodily injury, personal injury, and property</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 8, 2023.

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

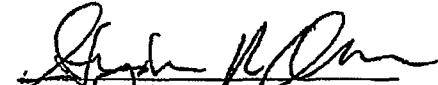
XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN


BY:


Stephen R. Olson, Mayor

DATE:

2/8/23

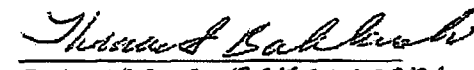
BY:


Karen L. Kastenson, City Clerk

DATE:

2-8-23

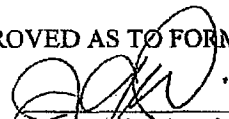
BY:


THOMAS S. BAKALARESKI
Director of Finance and Treasurer
INTERIM CITY COMPTROLLER / TREASURER

DATE:

2/8/23

APPROVED AS TO FORM:



Jesse A. Wesolowski, City Attorney

DATE:

2/9/23

CLARK DIETZ INC.

BY:


Mustafa Emir, PhD, PE, EVP

DATE: February 1, 2023

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024-8171

A RESOLUTION TO MODIFY INSURANCE REQUIREMENTS IN AMENDMENT 1 TO
CONTRACT WITH CLARK DIETZ, INC.
FOR CONSTRUCTION SERVICES RELATED TO THE 2024 SUMP PUMP PROJECT

WHEREAS, the City of Franklin is attempting to eliminate Private Property Inflow and Infiltration (PPII) from entering the sanitary sewer system; and

WHEREAS, providing alternative locations to discharge sump pumps is a way to eliminate PPII; and

WHEREAS, Milwaukee Metropolitan Sewerage District (MMSD) has funds earmarked for Franklin to fund the elimination of PPII; and

WHEREAS, Clark Dietz, Inc. performed the design of the PPII projects and is best suited to assist in the supervision of the contractor and other construction services; and

WHEREAS, Insurance levels in the City standard agreement template were found to be unreasonable for the efforts needed to accomplish the work.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a modification to Amendment No. 1 to Clark Dietz, Inc. for the construction oversight services for the 2024 Sump Pump project with General/Commercial Liability levels to be set at \$1,000,000 per each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 per general aggregate.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City with these modifications.


Introduced at a regular meeting of the Common Council of the City of Franklin the 18th day of June, 2024, by Alderwoman Eichmann.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 18th day of June, 2024

APPROVED:


John R. Nelson, Mayor

ATTEST:


Shirley J. Roberts, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald Barber)

Funding Agreement M10005FR03

Private Property Infiltration and Inflow Reduction Program Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (“District”) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Franklin (“Municipality”) with its municipal offices at 9229 West Loomis Road, Franklin, Wisconsin 53132.

WHEREAS, Wisconsin law, through Wis Stats. § 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services, and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality’s locally owned wastewater collection system; and

WHEREAS, the Municipality’s sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections (“infiltration”) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources (“inflow”), and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat, and

WHEREAS, during wet weather events infiltration and inflow (“I/I”) into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (“Program”) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property as more fully set forth in the Statement of Policy, Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction Program (“Policy”); and

WHEREAS, the Municipality wishes to participate in the Program,

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) February 27th, 2026, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$165,170 for approved private property I/I costs incurred through the work described in Attachment A (“Work” or “Work Plan”). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with

Section 8 below No reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.

4. Reserved

5. Reserved

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Reserved

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of two times throughout this Agreement.

Each reimbursement request shall include.

- a. An invoice from the Municipality clearly stating the requested reimbursement amount; and
- b. All consultant invoices with hourly billing rates, hours worked by individuals with billing backup task entries, consultant expense documentation, and a summary of the status of contract tasks.;

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 50% of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions concerning the Procedure for Reimbursement as provided for in this Section should be directed to the District's Project Manager (PM):

Becky Specht
Urban Water Program Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received. The District shall attempt to reimburse requested amounts within 30 days of such request provided the applicable supporting documentation is included. The District will reject any reimbursement requests that do not strictly adhere to the requirements of this Section and will require the Municipality to resubmit any such requests. The District is not responsible for any interest or fees associated with any reimbursement requests submitted by the Municipality which do not strictly adhere to the requirements of this Section.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems or warranty defects that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of 10 years following substantial completion of the Work. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, steps taken to resolve the issue

The Municipality shall be responsible for reporting post-Work flow monitoring data and or other data related to identified measures of success for at least five years post-Work completion or as long as data is available, whichever period is longer

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account, or (2) invoiced to Municipality. The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates, and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state, and local laws requiring permits, certificates, and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its applicable insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate this Agreement only for good cause such as, but not limited to, breach of this Agreement by the Municipality. The Municipality may terminate this Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

17. Applicable Law

This Agreement shall be governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement; or
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records as related to this Agreement in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats §§ 19.31 to 19.39. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from any failure of the Municipality to comply with this requirement.

23. Indemnification

The Municipality will defend, indemnify, and hold harmless the District and its commissioners, employees, and agents against any and all claims, damages, costs, liabilities, and expenses whatsoever, including attorneys' fees and related disbursements, arising from or connected with the planning, design, construction, operation, and/or maintenance of the Work

Milwaukee Metropolitan Sewerage
District

City of Franklin

By: _____

Kevin L. Shafer, P.E., Executive
Director

By: _____

John R Nelson, Mayor

Date: _____

Date _____

By: _____

Danielle Brown, Director of Finance

Date _____

By: _____

Shirley Roberts, Director of Clerk Services/Clerk

Date: _____

Approved as to form

Attorney for the District

ATTACHMENT A
Municipality Work Plan



2024 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via [MMSD's Municipal Portal](#).

I. CONTACT INFORMATION

Municipality	
Applicant Name: Glen E. Morrow, PE	Municipality: City of Franklin
Mailing Address: 9229 W Loomis Rd, Franklin WI, 53132	
Phone #: 414-425-7510	Email: gmorrow@franklinwi.gov
Primary Contact: Glen E. Morrow, PE	Primary Contact email: gmorrow@franklinwi.gov
Primary contact phone #: 414-425-7510	
Consultant (if applicable)	
Firm: Clark Dietz, Inc.	Consultant's PM's Name: Christopher Beyer
Consultant Email: christopher.beyer@clarkdietz.com	Consultant Phone number: christopher.beyer@clarkdietz.com
Funding Agreement Signatories	
Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e., mayor, administrator, clerk, attorney etc.)	
Name: John R Nelson	Position Title: Mayor
Name: Danielle Brown	Position Title: Director of Finance
Name: Shirley Roberts	Position Title: Director of Clerk Services/Clerk
Name: Jesse Wesolowski	Position Title: City Attorney
Name:	Position Title:

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable. <input type="checkbox"/> Planning <input type="checkbox"/> Investigative <input type="checkbox"/> Construction/Rehab <input type="checkbox"/> Post Project Evaluation <input type="checkbox"/> Training <input checked="" type="checkbox"/> Other
2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan? \$ 165,170.00
3. What is the total number of properties in the project area? 154
4. What is the assumed number of participating properties? 2 Mobile Home Communities
5. What is your justification for the assumed participation rate? <input checked="" type="checkbox"/> Prioritization of properties based on investigative work <input type="checkbox"/> Assumed percent of total based on previous projects <input checked="" type="checkbox"/> Existing ROE agreements <input type="checkbox"/> Other (Fill in Blank):
6. Provide the scope of work that will be included in this work plan. This should include a detailed description of the work type(s) selected in Section II. Question 1. The work plan consists of reviewing the study performed in 2023 and replacing private sanitary sewer main and laterals from two mobile home communities. 1-Outreach and communications with property owners in project area 2-Survey site of existing condition 3-Utility coordination 4-Permitting 5-Design of private sanitary sewer and laterals 6-Engineering Estimates 7-Contract Documents 8-Bidding, bid tabulation, and recommendation to award 9-Design Meetings 10-MMSD Reimbursements 11-Project Closeout 12-Prepare MMSD Construction Work Plan and submit for approval It shall be noted that rebidding, construction, design of a lift station, permit fees, and design other than sanitary sewer is not included. There are 2 Mobile Home Communities in the project area and a total number of 154 mobile homes. Also, the East Branch Root River crosses through the project area and runs above private sanitary sewer mains and adjacent to sanitary sewer laterals.

7. What entity (e.g., municipality staff, consultant, contractor, District, etc.) is responsible for each scope of work scope listed in Section II. Question 6

1-Outreach and communications with property owners in project area: Consultant/City Staff

2-Survey site of existing condition: Consultant

3-Utility coordination: Consultant

4-Permitting: Consultant

5-Design of private sanitary sewer and laterals: Consultant

6-Engineering Estimates: Consultant

7-Contract Documents: Consultant

8-Bidding, bid tabulation, and recommendation to award: Consultant/ City Staff

9-Design Meetings: Consultant/City Staff

10-MMSD Reimbursements: Consultant/City Staff

11-Project Closeout: Consultant/City Staff

12-Prepare MMSD Construction Work Plan and submit for approval: Consultant/City Staff

8. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

Construction will be completed through the competitive bidding process with qualified city and MMSD contractors.

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?	<input type="checkbox"/> Pre 1940's	<input type="checkbox"/> 1940 – 1960	<input checked="" type="checkbox"/> 1961-1980	<input type="checkbox"/> 1981-Present
2. What is the average lot size within the project area?	99	<input type="checkbox"/> SF	<input checked="" type="checkbox"/> Acres	
3. In this area, is it typical that foundation drains are connected?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4. What sewershed(s) or metershed(s) is this project located in? FR 1010 - NE corner of the City of Franklin Project Map and background included in the study performed under M10005FR02.				
5. Approximate year sanitary sewer collection system was installed: 1980				
6. Collection system characteristics in project areas:				
Host Pipe Material(s): Mainlines		Mainline	Host Pipe Material(s): Laterals	
<input checked="" type="checkbox"/> VCP	<input type="checkbox"/> Ductile Iron	Pipe Size(s):	<input checked="" type="checkbox"/> VCP	<input type="checkbox"/> Ductile Iron
<input type="checkbox"/> Cast-Iron	<input checked="" type="checkbox"/> Concrete	4-8	<input type="checkbox"/> Cast-Iron	<input checked="" type="checkbox"/> Concrete
<input type="checkbox"/> Asbestos	<input checked="" type="checkbox"/> PVC		<input type="checkbox"/> Asbestos	<input checked="" type="checkbox"/> PVC
7. Within the project area, is the mainline rehabilitated? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.				
N/A				

8. Will non-MMSD funded public infrastructure work be contracted or completed with the private property work? ☐ Yes ☒ No

If "Yes", provide details of the public work.

There is a potential that the private property owners may be interested in paving their roadway or doing other maintenance work. This has not been discussed fully with the private owners; however, will be brought to their attention if this work plan is approved.

- 9 Include with your application, two maps:

- One of the limits of the sewershed(s) or metershed(s) the project is in;
- And one of the project limits.

Both maps shall meet the following requirements.

- Maps shall use a street or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s) and/or metershed(s),
- Project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size (i e., 8.5"x11, 11"x17", etc)
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

- 1 Has any planning and/or investigative work within the project area been completed to date? (i.e., Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☒ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☒ Yes ☐ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference number(s) the work was completed under.

If completed independent of the PPII program, include the report(s) with this application in electronic format and list the name of the report(s) in this section.

The City of Franklin 2023 Mobile Park PPII Study was performed under M10005FR02.

- 2 Describe how the project area and approach was chosen and prioritized.

The presence of significant private sewer collection system, coupled with an extremely dense mobile home lateral layout, and with the added stream crossing on the property, have led The City of Franklin to decide to address their highest observed peak I-I sewershed in the City. The intent is to conduct the design work since the study has already been completed. Once design is completed, bid the project and secure additional MMSD funding to complete the construction phase of this.

- 3 What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☐ Non-compliant ☒ Compliant ☐ Inconclusive ☐ Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location

The compliance determination for sewershed FR1010 was completed in 2011.

4	Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5	Does the project area have a history of CSOs or SSOs? If "Yes," provide the frequency of occurrences over the last ten years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6	Does the municipality have recurring basement backup reports in the project area? If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.	Do you have existing pre-project baseline data for this project area, such as metering, lift station run time, bypass pumping, basement backups, etc.?	<input checked="" type="checkbox"/> Yes – go to item 8 <input type="checkbox"/> No – go to item 9
8	Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location. All documentation was completed and detailed in the 2023 Mobile Park Study under M10005FR02 which is also attached.	

9 Do you plan on collecting pre-project baseline data as part of this project? ☒ Yes – go to item 10
☐ No – go to item 11

10 Describe the pre-project data that will be collected to provide a baseline for improvement. If you intend to use or request MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

Investigation has already occurred. Post construction metering may be requested at that time.

11A For construction projects, how do you intend to report project performance results? Please select all that apply.

- ☒ Flow Metering ☐ Reduced CSO/SSO ☐ Identify I/I Sources
☐ Participation Rates ☐ Reduced Basement Backup Reports ☐ Other:

Please provide quantitative and/or qualitative measures for success as they relate to the selected project performance metrics.

Compare flow meter to investigation phase after construction phase; however, construction not included in this work plan.

11B. For investigative projects, what deliverables will be provided to document the findings of the work completed? How will these findings feed into the next phase of the PPII reduction work?

Investigation has already completed and detailed in the 2023 Mobile Park Study under M10005FR02.

V. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including.

- District and municipal administrative approvals
- Local board/council approvals
- Work task(s) start and finish
- Public outreach
- Key deliverables
- Reimbursement requests

The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g., local council or board agenda deadlines) Provide the schedule in PDF format.

VI. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

Please reference ([Chapter 9 - MMSD Standard Forms, PPII Muni Resource Webpage](#)) the *MMSD Engineer's Cost Estimate Template* for an example or to submit with this work plan.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? i.e., municipal funds, grant funding, property owner cost share, etc. ☐ Yes ☒ No

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding source, and the value.

3. Explain the means and methods for segregating the cost (MMSD reimbursable costs and public work costs).

This project will only be for the design of PPII work.

4. What department/individual/entity will be submitting and processing the reimbursement requests?
Please include the name and contact information.

Glen Morrow, City Engineer/Director of Public Works, City of Franklin

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests? ☐ Yes ☒ No

VII. PUBLIC OUTREACH

1. In regard to this work plan, have you completed any prior public outreach work in this project area (e.g., mailings, public meetings, door knocking, etc.) ☒ Yes – go to item 2 ☐ No – go to item 3

- 2 Describe in detail the pre-project public outreach work you have completed to date, including the method and entity responsible.

Public outreach was completed as part of the Study. Right of Entry Agreements were obtained during the investigation.

- 3 Describe in detail your public outreach approach for this project (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.). Please include:

- What entity/individuals/departments will be responsible for the public outreach. If a specific person or entity is responsible for public outreach, include the name and contact information.
- The timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort.
- Any venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.

Public outreach to the two mobile home communities will be performed by both the City and consultant. The outreach will occur pre-design for survey work and post bid for construction schedule. After a contractor is secured, frequency of communications will be established via door hangers, mailers, or electronic updates. Please note: that construction is not included in this work plan.

Individual Property Owner Meetings and direct contact will be prioritized by the City and Consultant.



Existing Sanitary Sewer System Map



Existing Sanitary Sewer & East Branch Root River

City of Franklin 2024 PPII - Mobile Home Design Project - Professional Fee Estimate							
TASK	DESCRIPTION	Project Principal	Project Manager	Design Engineer	Engineer	Technician	TOTALS
1	Outreach and communications with property owners in project area	8	16	16		\$150	40
2	Survey site of existing condition		4	8		140	152
3	Utility coordination		4	8	30		42
4	Permitting		4	20	20		44
5	Design of private sanitary sewer and laterals	8	24	100	200	100	432
6	Engineering Estimates	4	8	30	20		62
7	Contract Documents	4	8	30	32		74
8	Bidding, bid tabulation and recommendation to award	4	8	30	8		50
9	Design Meetings	8	24				32
10	MMSD Reimbursements		10	20			30
11	Project Closeout		10	20			30
12	Prepare MMSD Construction Work Plan and submit for approval	4	16	4			24
	Subtotal Design Engineering Reimbursable Expenses						\$2,000
	Subtotal Design Engineering Hours	40	136	286	310	240	1012
	Subtotal Design Engineering Fee	\$9,000	\$24,480	\$47,190	\$46,500	\$36,000	\$165,170

ATTACHMENT B
Agreement Deliverables

Pre-Design Deliverables (To be submitted as indicated prior to beginning of construction)

- 1 A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
- 2 Draft specifications, plans, and bidding documents shall be submitted to the District PM via the District Municipal Portal in PDF or Word format a minimum of one week prior to bidding
3. Final bid documents shall be provided to the District PM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid
4. Bid results from all procurement processes associated with the project shall be provided to the District PM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures via the District Municipal Portal in PDF or Word format. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three years following investigation work or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District PM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format

Design Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request).

7. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting
8. Progress reports on project activities and public involvement activities shall be provided to the District PM via email on a monthly basis.

Post-Design Deliverables (To be submitted prior to final reimbursement being processed).

9. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format, prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-1-1\)](https://www.mmsd.com/government-business/rules-regulations/private-property-1-1)
10. Copies of the executed Right of Entry or access agreements for each homeowner shall be submitted to the District PM as one document via the District Municipal Portal in PDF format.
- 11 Municipality will be responsible for providing pre-Workflow monitoring data

ATTACHMENT B
Agreement Deliverables

- 12 Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation, property tax id , address, and column categories of Work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format
- 13 Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
- 14 Following completion of the Work, the Municipality shall complete a survey of all property owners and participants, compile the results, and submit the survey forms and results to the District via the District Municipal Portal. The survey form shall be submitted in PDF format and the survey results should be summarized in a spreadsheet format.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program") Pursuant to the terms of the Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman, (3) the contact information for each municipal representative that the Contractor will contact in the event of an emergency; (4) the contact information for the District's Senior Project Manager, (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project, and (6) a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three years from substantial completion of the Work. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. Contractor shall perform a warranty inspection at least three months prior to the end of the warranty period.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stats. § 66.0901(9)(b) and shall not be released until the Work is complete, inclusive of the warranty inspection.
4. **Warranty Inspection:** Contractor shall complete a warranty inspection via third party of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding, shall be provided to the Municipality and the District within 15 days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
5. **Reporting:** For a period of 10 years post substantial completion of the Work, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
6. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

ATTACHMENT D
Template: Contractor Application for Payment

	Application Period	Application Date
To (Owner)	From (Contractor)	Via (Engineer)
Project:	Contract	
Owner's Contract No	Contractor's Project No	Engineer's Project No

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- Page 1 of 3

A G R E E M E N T

This AGREEMENT, made and entered into this 17th day of December, 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Clark Dietz, Inc (hereinafter "CONTRACTOR"), whose principal place of business is 759 N. Milwaukee St., Suite 624, Milwaukee WI 53202.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR03;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR03, as described in CONTRACTOR's proposal dated November 27th, 2024, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at CONTRACTOR's standard billing rates with a not-to-exceed budget of **\$165,170**, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of **\$165,170**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed, signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Appointed City Engineer, City Engineering Department, or City Staff will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, **Christopher (CJ) Beyer, P.E.**, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

D Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed and as listed in the MMSD funding agreement proposed schedule.

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN

CLARK DIETZ INC.

BY: _____
John Nelson, Mayor

BY: Emily K. Basalla
Emily K. Basalla, PE, CFM
Senior Vice President

DATE: _____

DATE: 12/5/2024

BY: _____
Shirley Roberts, City Clerk

DATE: _____

BY: _____
Danielle Brown, Director of Finance and
Treasurer

DATE: _____

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

DATE: _____



November 27, 2024

Kelly Hersh
Director of Administration
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

RE: 2025 Mobile Home Design Agreement - as part of MMSD funding agreement M10005FR03

Dear Kelly,

A sanitary inflow and infiltration study was performed to understand and analyze the private sanitary sewer for two (2) Mobile Home Properties as part of MMSD funding agreement M10005FR02. The Mobile Home Park Study was completed in 2023 with earmarked City of Franklin MMSD funds. The Study revealed high levels of private sanitary sewer and lateral inflow and infiltration.

With the knowledge of the study, Clark Dietz was able to assist the City of Franklin to secure additional MMSD funding to continue efforts to improve the private sanitary sewer system for the Mobile Home Community. MMSD earmarked an additional \$165,170 for sanitary sewer and lateral design services as part of MMSD funding agreement M10005FR03.

The intent of this agreement is to design the private mobile home sanitary sewer systems as listed in the City of Franklin MMSD Funding Agreement M10005FR03. Clark Dietz will assist the City to secure additional MMSD funding for the construction phase. Due to the size of the anticipated construction costs and improvement that impacts over 150 Mobile Homes, the construction of the private sanitary sewer may become a multi-year construction project.

In addition, we ask that our insurance limits listed in our previously used Certificate of Insurance's be acceptable for this project. A past COI has been included for reference, and a new one COI will be issued upon acceptance of our engineering services.

Clark Dietz Mobile Home Design Agreement is included as an attachment.

Sincerely,

Clark Dietz, Inc.
Christopher Beyer, PE,
Project Engineer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukegan IA 50263

CONTACT NAME: Audrey McNeil**PHONE (A/C, No, Ext):** 309-282-3907**FAX (A/C, No):****E-MAIL ADDRESS:** amcneill@holmesmurphy.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Twin City Fire Insurance Co

29459

INSURER B: Hartford Accident and Indemnity Company

22357

INSURER C: Sentinel Insurance Company Ltd

11000

INSURER D: XL Specialty Insurance

37885

INSURER E:**INSURER F:**

INSURED
Clark Dietz, Inc.
125 West Church Street
Champaign IL 61820

CLADIEPC

COVERAGES**CERTIFICATE NUMBER:** 56824593**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		84SBWAC5926	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		84UEGZV4783	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBWAC5926	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	84WEGAJ1H5Z	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Claims-Made Policy)		DPR5020366	11/1/2023	11/1/2024	Per Claim Aggregate 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Reference: City of Franklin PPII Engineering Services

The City of Franklin is listed as Additional Insured on the General, Auto, and Umbrella liability policies on a Primary and Non-Contributory basis as required by written contract with the Insured, per policy terms and conditions.

A Waiver of Subrogation applies on all policies. Umbrella follows form, per underlying schedule attached. 30 Day

Notice of Cancellation applies.

The Professional Liability policy includes limited Contractors Pollution Legal Liability.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. TWIN CITY FIRE INSURANCE COMPANY

84 SBW AC5926 11/01/23 TO 11/01/24

Type of Coverage

(X) Business Liability - including:

Employees as Additional Insureds
Contractual Liability
Limited Non-Owned Watercraft
Additional Insureds
Damages To Premises Rented To You

Applicable Limits

**Bodily Injury and Property Damage
Liability Combined**
\$1,000,000 each occurrence
\$2,000,000 general aggregate

Property Damage Liability
\$1,000,000 each occurrence

(X) Personal and Advertising Injury
(X) Products/Completed Operations

\$1,000,000
\$2,000,000 Prod./Comp. Ops.
aggregate
Limit of Liability

() Hired Auto and Non-Owned Auto

B. HARTFORD ACCIDENT & INDEMNITY CO

84UEGZV4783 11/01/23 TO 11/01/24

(X) Comprehensive Automobile Liability -
Owned Automobiles

Bodily Injury Liability
each person
each accident

(X) Non-Owned Automobiles

Property Damage Liability
each accident

(X) Hired Automobiles

**Bodily Injury and Property Damage
Liability Combined**
\$1,000,000 each accident
each occurrence

() Uninsured Motorist

C. SENTINEL INSURANCE COMPANY, LTD

84WEGAJ1H5Z 11/01/23 TO 11/01/24

(X) Employer's Liability

\$1,000,000 each accident*
\$1,000,000 each employee by
disease*
\$1,000,000 total policy by disease*

D.

() Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES (Continued)

POLICY NUMBER: 84 SBW AC5926

Carrier, Policy Number and Policy Period:
E.

Type of Coverage	Applicable Limits
() Foreign Commercial General Liability- including: Personal and Advertising Injury Products/Completed Operations	each occurrence Personal and Advertising Injury aggregate Products/Completed Operations aggregate
() Foreign Contingent Auto Liability	each accident
() Foreign Employer's Liability	each accident * each employee by disease* total policy by disease*

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS & RECOMMENDATIONS	A RESOLUTION TO APPROVE TERRACON CONSULTANTS, INC. GEOTECHNICAL SERVICES PROPOSAL AS PART OF THE 2025 LOCAL STREET IMPROVEMENT PROGRAM PROJECT	ITEM NUMBER G. 11.

BACKGROUND

The 2025 local street improvement program project budget was approved by common council on November 19, 2024 in the amount of approximately \$2.2 million. The geotechnical services is part of the 2025 Local Streets Improvement Program as it will be done on W. Drexel Avenue. Due to the existing poor soil conditions of W. Drexel Avenue, a geotechnical report is required for the City to provide the best solution for the reconstruction of W. Drexel Avenue in 2025. The proposal from Terracon Consultants, Inc. to complete the geotechnical work is for \$17,900.00.

STAFF RECOMMENDATION

Approve geotechnical services proposal (attached) to Terracon Consultants, Inc. in the amount of \$17,900.00.

FISCAL NOTE

The 2025 Local Street Improvement Program budget was approved for approximately \$2.2 million. This proposal will be funded from the approved budget. No additional borrowing is required.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2024-_____, A RESOLUTION TO APPROVE TERRACON CONSULTANTS, INC. GEOTECHNICAL SERVICES PROPOSAL AS PART OF THE 2025 LOCAL STREET IMPROVEMENT PROGRAM PROJECT.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO APPROVE TERRACON CONSULTANTS, INC. GEOTECHNICAL SERVICES PROPOSAL AS PART OF THE 2025 LOCAL STREET IMPROVEMENT PROGRAM PROJECT

WHEREAS, The City approved funding of approximately \$2.2 million for the 2025 Local Street Improvement Program; and

WHEREAS, The City highly recommends a geotechnical report for W. Drexel Avenue to analyze the existing soil conditions to continue with proposed design; and

WHEREAS, a professional geotechnical engineer will provide recommendations for soil stabilization, proposed pavement thickness, and identify critical areas that may result in additional undercutting so that the City can plan ahead for any added contingency needed.; and

WHEREAS, Michael Paulos, PE, City Engineer has agreed to the need of the geotechnical services for W. Drexel Avenue and determined it to be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the geotechnical services proposal from Terracon, be signed and approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



4900 S. Pennsylvania Ave, Ste 100
Cudahy, Wisconsin 53110
P (414) 423-0255
Terracon.com

November 21, 2024

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

Attn: Mr. Mike Paulos
E: mike.paulos@graef-usa.com

RE: Proposal for Geotechnical Engineering Services
Drexel Avenue Improvements
S. 60th Street to S. 31st Street
Franklin, Wisconsin
Terracon Proposal No. P58245237R1

Dear Mr. Paulos:

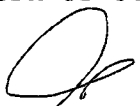
We appreciate the opportunity to submit this proposal to the City of Franklin to provide Geotechnical Engineering services for the referenced project. The following are exhibits to the attached Agreement for Services.


Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office. Proposed fees noted in this proposal are effective for 90 days from the date of the proposal.

Sincerely,
Terracon Consultants, Inc.

for 
Jeremy Thomas, P.E.
Senior Engineer


Paul J. Koszarek P.E., C.S.T.
Principal

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Franklin WI ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Drexel Avenue Improvements from S 60th to S 31st project ("Project"), as described in Consultant's Proposal dated 11/21/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000), (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg), (iii) automobile liability insurance (\$2,000,000 B I and P D combined single limit), (iv) umbrella liability (\$5,000,000 occ / agg), and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL, OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services, however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

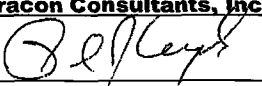
Consultant	Terracon Consultants, Inc.	Client	City of Franklin WI
By		By	
Date	11/21/2024	Date	
Name/Title	Paul J Koszarek / Department Manager	Name/Title	Mike Paulos / City Engineer
Address	4900 S Pennsylvania Ave, Ste 100 Cudahy, WI 53110-1347	Address	9229 W. Loomis Road Franklin, WI 53132
Phone	(414) 423-0255	Phone	
Fax	(414) 423-0566	Fax	
Email	Paul.Koszarek@terracon.com	Email	mike.paulos@graef-usa.com

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Graef-USA and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request Graef-USA and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Graef-USA on October 14, 2024 and phone conversation on November 19, 2024.
Project Description	It is understood that a pavement replacement is planned from S. 60 th Street to S. 35 th Street and a possible pavement reconstruction from S. 35 th Street to S. 31 st Street. The pavement from S. 35 th Street to S. 31 st Street has had settlement issues and is continuing to have high amounts of distress. The pavements are concrete.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along Drexel Avenue from S. 60 th Street to S. 31 st Street in Franklin, WI. See Exhibit D
Existing Improvements	The existing roadways are one lane paved roads with residential properties along the corridor.
Current Ground Cover	Asphalt over concrete or concrete
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Based on our experience near the vicinity of the site, it is anticipated that subsurface conditions will consist of stiff to very stiff lean clay. Toward the west end, there is a rock quarry to the north of the roadway that may indicate shallow bedrock is present. East of S. 35 th Street, there is a wetland north and

south of the road and previous borings in this area have indicated buried organic soils are present.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Explorations

Terracon recommends the following boring amount and depths below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
15	5	S. 60 th Street to S. 35 th Street
7	15	S. 35 th Street to S. 31 st Street

1. Although not anticipated, borings will be terminated at shallower depths if refusal is encountered.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. It is anticipated that the client will field survey the borings after they are completed and provide the station, offset and surface elevation and provide this information for inclusion in our report.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous hollow stem augers. Our drill rig will first drill the through the asphalt. Pavement and base course will be measured then we will continue the boring to the planned depth or auger refusal, whichever is shallower. Three samples will be obtained in the upper 7.5 feet of each of the road boring and then 2 more samples taken for the RCP borings. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling and upon completion of drilling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Traffic Control: We have included a 2 person flagging crew, cones and signage per the MUTCD requirements.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property.

We will backfill borings with auger cuttings and/or bentonite pellets upon completion. Pavements will be patched with pre-mixed commercially-available, high early strength concrete or pre-mixed commercially available cold patch asphalt. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole or to the nearest off pavement, if applicable. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through the Wisconsin DIGGER'S Hotline system. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Exploration efforts require borings into the subsurface; therefore, Terracon complies with local regulations to request a utility location service through Diggers Hotline. Due to the borings being completed within the road right of way, it is **not** anticipated that privately owned utility lines will be present at the boring locations. Therefore, fees for a private utility locator have not been included in this proposal. If information regarding the presence of private utility lines is known, it must be discussed with Terracon so that location of said utilities can be arranged for an extra fee.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with

the Scope of Services. Terracon will administer a right of way permit; however, it is assumed that the fees will be waived.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Hand penetrometer
- Organic content

Our laboratory testing program often includes examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared, **for each section of the project for a total of 2 reports**, under the supervision of a licensed professional engineer. The geotechnical engineering reports will provide the following:

- Boring logs with field and laboratory data
- Thickness of pavement and base course layers
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Pavement design parameters for rehabilitation or reconstruction of existing pavement
- Discussion of poor soils at S. 35th St to S. 31st St and options for stabilization and settlement mitigation

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a

calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Stage1: If you need preliminary geotechnical data quickly, we can provide a Stage1 report in 3 to 5 business days. Terracon has amassed over 50+ years of historical projects to create better value for our clients. Using a GIS platform (pulling from over 750 databases), we have retrieved over 1,000,000 datapoints across the country, georeferenced each, and developed metadata that would allow for easy, and fast retrieval.

Because of this, we can provide a virtual boring log with preliminary geotechnical data and address the potential for subsurface contaminants, Natural and Cultural Resources, wetlands/waters, and threatened and endangered species that may affect your project's development.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Exhibit C - Compensation and Project Schedule

Compensation-Basis of Payment

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in Exhibit B, our fees will be charged as follows:

Task	Lump Sum Fee
S. 60th to S. 35th Street -Subsurface Exploration, Traffic Control, Laboratory Testing, Geotechnical Consulting and Reporting	\$9,300
S. 35th to S. 31st Street -Subsurface Exploration, Traffic Control, Laboratory Testing, Geotechnical Consulting and Reporting	\$8,600
Total	\$17,900

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal

Kickoff Call with Client
 Site Characterization
 Geotechnical Engineering

Schedule ^{1, 2}

Within 5 days after notice to proceed
 10 days after completion of field program
 15 to 20 days after completion of field program

Delivery on Client Portal

Schedule ^{1, 2}

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS AND RECOMMENDATIONS	A Resolution to Issue Change Order No. 2 for the 2024 PPII Sump Pump Project to Decrease the Contract Price by \$156,936.40 to UPI, LLC	ITEM NUMBER G. 12.

BACKGROUND

The 2024 PPII Sump Pump Project was awarded to UPI, LLC. on April 3rd, 2024 in the amount of \$1,415,839.00. Construction is now complete and final pay request and Change Order No. 2 has been submitted for review and approval. The final contract price is \$1,163,412.60, resulting in a net decrease of \$156,936.40 to the contract.

The change order modifies the contract by the following items:

- Unused inlet fee unit price for cost of structures not installed.
- Providing and installing flat inlet grates.
- Unused R2564 frame and grates
- Balancing of final quantities to match actual field measurements.

STAFF RECOMMENDATION

Approve Change Order No. 2 due to a decrease in the contract price of \$156,936.40.

FISCAL NOTE

Due to the change order resulting in a decrease in contract price, no additional funding is required.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2024-_____, a Resolution to issue Change Order No. 2 for the 2024 PPII Sump Pump Project to decrease the contract price by \$156,936.40 to UPI, LLC.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 2
FOR THE 2024 PPII SUMP PUMP PROJECT TO DECREASE THE CONTRACT PRICE BY
\$156,936.40 TO UPI, LLC

WHEREAS, on April 3, 2024, Common Council awarded the 2024 PPII Sump Pump project and contract to UPI, LLC., in the amount of \$1,415,839.00; and

WHEREAS, a modification of original contract quantities to field measured quantities, resulting in a decrease of \$156,936.40.

WHEREAS, the Change Order modifies the contract by providing and installing additional grates, reducing the cost by unused quantities, and balancing of final quantities to match actual field measurements; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Change Order No. 2 for the 2024 PPII Sump Pump project be issued to UPI, LLC. to reduce the contract price in the amount of \$156,936.40.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 2 on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

_____AYES _____NOES _____ABSENT _____



December 11, 2024

The City of Franklin
ATTN: Kelly Hersh, Director of Administration
9229 W. Loomis Road
Franklin, WI 53132

Re: 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01
Pay Application 3 and Change Order 2.

Dear Kelly Hersh:

Attached is Pay Application 3 for the 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01 project from UPI, LLC. I have reviewed the pay application and agree with the amount of \$421,016.37 that they are asking for. This pay application is the final pay application for the project other than the retainage being held for the warranty period. It is expected that the total completed to date is eligible for reimbursement from MMSD per our funding agreement. Our engineering fees for design were \$196,150.83. The engineering fees for construction to date are \$46,360.26.

Also attached is Change Order 2 for a decrease in the contract price of \$156,936.40. The revised Contract including change order 2 will be reduced to \$1,163,412.60. This Change Order modifies the contract by the following items:

- Addition of the following misc. items:
 - Unused inlet fee unit price for cost of structures not installed.
 - Providing and installing flat inlet grates
 - Unused R2564 frame and grates
- Balancing of final quantities to match actual field measurements.

Please let me know if you have any questions.

Sincerely,

Clark Dietz, Inc.

Andy Ashley, PE
Project Engineer
E-mail: andrew.ashley@clarkdietz.com

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

FROM CONTRACTOR
UPI, LLC
2180 S Springdale Rd
New Berlin, WI 53146

PROJECT
2024 PPII Sump Pump Project
MMSD Agreement M10005FR01

VIA ARCHITECT
Clark Dietz, Inc
759 N Milwaukee St
Milwaukee, WI 53202

APPLICATION # 3
PERIOD TO 11/08/24
PROJECT NOS 2024-02

CONTRACT DATE 08/26/24

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

CONTRACT FOR.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due

1. ORIGINAL CONTRACT SUM-----\$

1,415,839.00

2. Net change by Change Orders-----1

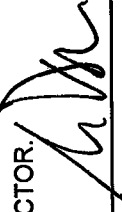
-252,426.40

3. CONTRACT SUM TO DATE (Line 1 +/- 2)

4. TOTAL COMPLETED & STORED TO DATE-\$

1,163,412.60

(Column G on Continuation Sheet)

CONTRACTOR. 

By _____ Date 12/10/24

5. RETAINAGE:

a 2.5% of Completed Work \$

29,085.32

b 10.0% of Stored Material \$

--

(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet-----

\$	29,085.32
\$	1,134,327.29

AMOUNT CERTIFIED ----- \$ \$421,016.37

6. TOTAL EARNED LESS RETAINAGE-----

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----

\$	713,310.92
\$	421,016.37

ENGINEER: By Andy Ashley Date 12/10/24

8. CURRENT PAYMENT DUE-----

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 29,085.32

FUNDING AGENCY:

By Rebecca L Specht Date 12/10/24

CITY / OWNER:

By _____ Date _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		-\$95,490.00
Total approved this Month		-\$156,936.40
TOTALS		-\$252,426.40
NET CHANGES by Change Order	-\$252,426.40	

CERTIFICATE FOR PAYMENT

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT

2024 PPII Sump Pump Project
MMSD Agreement M10005FR01

APPLICATION NUMBER

11/08/24

8-Nov-24

2024-02

PERIOD TO

ARCHITECT'S PROJECT NO

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	Work Completed This Period							
1	6" pvc storm lateral	413,250 00	288,318 00	97,440 00				385,758 00	93%	27,492 00	9,643 95
2	8" pvc storm	407,680 00	271,068 00	90,650 00				361,718 00	89%	45,962 00	9,042 95
3	12" storm reinstall - slurry	5,280 00	1,800 00					1,800 00	100%	5,280 00	45 00
4	15" storm reinstall - slurry	1,800 00						2,520 00	50%	2,520 00	63 00
5	18" storm reinstall - slurry	5,040 00		2,520 00				2,937 00	92%	267 00	73 43
6	12" rcp storm - slurry	3,204 00	2,937 00					47,970 00	99%	585 00	1,199 25
7	sump pump connect	48,555 00	36,270 00	11,700 00				159,005 00	94%	3,450 00	3,975 13
8	private check valve	3,450 00						22,440 00	75%	7,480 00	561 00
9	2' inlet	168,740 00	87,615 00	71,390 00				23,865 00	95%	1,290 00	596 63
10	3' inlet	29,920 00	11,220 00	11,220 00				82,400 00	62%	50,725 00	2,060 00
11	connect to existing structure	25,155 00	18,060 00	5,805 00				350 00	50%	350 00	8 75
12	4" topsoil seed & mulch	133,125 00		82,400 00				28,606 93	619%	(23,986 93)	715 17
13	replace curb	700 00	350 00					27,014 17	41%	39,290 83	675 35
14	replace walk	4,620 00	1,265 00	27,341 93				511 50	21%	1,963 50	12 79
15	replace concrete drive	66,305 00	29,850 60	(2,836 43)							
16	asphalt patch	2,475 00		511 50							
17	Change Order										
18	Modify Inlet for larger pipe	2,100 00	2,100 00					2,100 00	100%		52 50
19	Unused Inlets	3,332 00		3,332 00				3,332 00	100%		83 30
20	Flat Inlet Grates	4,700 00		4,700 00				4,700 00	100%		117 50
21	Unused R2564 Frame & Grate	6,385 00		6,385 00				6,385 00	100%		159 63
22											
23											
24											
25											
26											
27											
28											
	SUBTOTALS PAGE 2	1,335,816 00	750,853 60	412,559 00				1,163,412 60	87%	172,403 40	29,085 32

CITY OF FRANKLIN

PROJECT: Franklin 2024 Sump Lateral Project
PAY REQUEST #3 THROUGH 11/8/24 FINALDate: 11/8/2024
Job: 2404

DESCRIPTION			UNIT PRICE			WORK COMPLETED			CUMULATIVE SALES	
Item No.	BID ITEM	UNIT	JOB QTY.			PREVIOUS PERIODS	THIS PERIOD	AMOUNT THIS PERIOD	UNITS	AMOUNT
1	6" pvc storm lateral	l.f.	4845.0		\$87.00	3314.00	1120.00	\$97,440.00	4434.00	\$385,758.00
2	8" pvc storm	l.f.	4160.0		\$98.00	2766.00	925.00	\$90,650.00	3691.00	\$361,718.00
3	12" storm reinstall - slurry	l.f.	16.0		\$220.00	0.00	0.00	\$0.00	0.00	\$0.00
4	15" storm reinstall - slurry	l.f.	8.0		\$225.00	8.00	0.00	\$0.00	8.00	\$1,800.00
5	18" storm reinstall - slurry	l.f.	24.0		\$210.00	0.00	12.00	\$2,520.00	12.00	\$2,520.00
6	12" rcp storm - slurry	l.f.	12.0		\$267.00	11.00	0.00	\$0.00	11.00	\$2,937.00
7	sump pump connect	ea	83.0		\$585.00	62.00	20.00	\$11,700.00	82.00	\$47,970.00
8	private check valve	ea	10.0		\$345.00	0.00	0.00	\$0.00	0.00	\$0.00
9	2' inlet	ea	52.0		\$3,245.00	27.00	22.00	\$71,390.00	49.00	\$159,005.00
10	3' inlet	ea	8.0		\$3,740.00	3.00	3.00	\$11,220.00	6.00	\$22,440.00
11	connect to existing struct	ea	37.0		\$645.00	28.00	9.00	\$5,805.00	37.00	\$23,865.00
12	4" topsoil seed & mulch	s.y.	5325.0		\$25.00	0.00	3296.00	\$82,400.00	3296.00	\$82,400.00
13	replace curb	l.f.	10.0		\$70.00	5.00	0.00	\$0.00	5.00	\$350.00
14	replace walk	s.f.	420.0		\$11.00	115.00	2485.63	\$27,341.93	2600.63	\$28,606.93
15	replace concrete drive	s.y.	745.0		\$89.00	335.40	-31.87	-\$2,836.43	303.53	\$27,014.17
16	asphalt patch	s.y.	15.0		\$165.00	0.00	3.10	\$511.50	3.10	\$511.50
	Change Order									
	Modify Inlet for larger pipe		2.0		\$1,050.00	0.00	2.00	\$2,100.00	2.00	\$2,100.00
	Unused inlets - 2ea 3' - 3ea 2'		1.0		\$3,332.00	0.00	1.00	\$3,332.00	1.00	\$3,332.00
	Flat inlet grates		20.0		\$235.00	0.00	20.00	\$4,700.00	20.00	\$4,700.00
	Unused R2564 Frame & Grate		0.0		\$6,385.00	0.00	1.00	\$6,385.00	1.00	\$6,385.00

EARNED TO DATE: \$1,163,412.60

Reimbursable Under PPII: \$1,163,412.60

RLS 12/11/24

CHANGE ORDER NO.: 2

Owner: City of Franklin
 Engineer: Clark Dietz, Inc.
 Contractor: UPI
 Contract Name: 2024 PPII Sump Pump Project – MMSD Funding Agreement M10005FR01
 Date Issued: 12/10/2024

Owner's Project No :
 Engineer's Project No.: F0520040
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Addition of the following misc. items:

- Unused inlet fee unit price for cost of structure not installed
- Providing and installing flat inlet grates
- Unused R2564 frame and grates

Balancing of final quantities to match actual field measurements.

Attachments: **Contract Quantities**

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 1,415,839 (BASE +ALL Alternates)	Substantial Completion: 7/17/24
	Ready for final payment: 7/31/24
Decrease from previously approved Change Orders No 1 to No. 1:	Increase from previously approved Change Orders No 1 to No. 1:
\$ 95,490.00	Substantial Completion 11/22/2024
	Ready for final payment: 11/29/2024
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,320,349.00	Substantial Completion: 11/22/2024
	Ready for final payment: 11/29/2024
Decrease this Change Order:	No change this Change Order:
\$ 156,936.40	Substantial Completion: 11/22/2024
	Ready for final payment: 11/29/2024
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,163,412.60	Substantial Completion: 11/22/2024
	Ready for final payment: 11/29/2024

<p>Recommended by Engineer (if required)</p> <p>By: Andy Ashley <i>Andy Ashley</i></p> <p>Title: Project Engineer</p> <p>Date: 12/10/24</p> <p>Authorized by Contractor</p> <p>By: <i>[Signature]</i></p> <p>Title: Vice President</p> <p>Date: 12/10/24</p>	<p>Authorized by Owner</p> <p>Rebecca L Specht <i>Rebecca L Specht</i></p> <p>Urban Water Program Manager</p> <p>12/10/24</p> <p>Approved by Funding Agency (if applicable)</p>
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			UPI							
			Current Contract Quantities			Change Order (Change in QTY)		Revised Contract Cost with agreed upon unit prices		
Item #	Total Base + ALL (11) Alternates	Unit	Qty	Unit Cost	Total Cost	Qty	Total	Qty	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	LF	4750	\$ 87.00	\$ 413,250.00	-316	\$ (27,492.00)	4434	\$ 87.00	\$ 385,758.00
2	8-Inch Storm Sewer, PVC	LF	4160	\$ 98.00	\$ 407,680.00	-469	\$ (45,962.00)	3691	\$ 98.00	\$ 361,718.00
3	12-Inch Pipe Remove and Reinstall	LF	24	\$ 220.00	\$ 5,280.00	-24	\$ (5,280.00)	0	\$ 220.00	\$ -
4	15-Inch Pipe Remove and Reinstall	LF	8	\$ 225.00	\$ 1,800.00	0	\$ -	8	\$ 225.00	\$ 1,800.00
5	18-Inch Pipe Remove and Reinstall	LF	24	\$ 210.00	\$ 5,040.00	-12	\$ (2,520.00)	12	\$ 210.00	\$ 2,520.00
6	12-Inch Storm Sewer, RCP	LF	12	\$ 267.00	\$ 3,204.00	-1	\$ (267.00)	11	\$ 267.00	\$ 2,937.00
7	Sump Pump Connection	EA	83	\$ 585.00	\$ 48,555.00	-1	\$ (585.00)	82	\$ 585.00	\$ 47,970.00
8	Private Sump Pump Check Valve	EA	10	\$ 345.00	\$ 3,450.00	-10	\$ (3,450.00)	0	\$ 345.00	\$ -
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	EA	52	\$ 3,245.00	\$ 168,740.00	-3	\$ (9,735.00)	49	\$ 3,245.00	\$ 159,005.00
10	Inlets 3-FT Diameter, Including Frame & Grate (Neenah R-2564)	EA	8	\$ 3,740.00	\$ 29,920.00	-2	\$ (7,480.00)	6	\$ 3,740.00	\$ 22,440.00
11	Connection to Existing Storm Structure	EA	39	\$ 645.00	\$ 25,155.00	-2	\$ (1,290.00)	37	\$ 645.00	\$ 23,865.00
12	4-Inch Compacted Topsoil & Seed Restoration (with Watering)	SY	5325	\$ 25.00	\$ 133,125.00	-2029	\$ (50,725.00)	3296	\$ 25.00	\$ 82,400.00
13	Remove & Replace Concrete Curb & Gutter	LF	10	\$ 70.00	\$ 700.00	-5	\$ (350.00)	5	\$ 70.00	\$ 350.00
14	Remove & Replace Concrete Sidewalk	SF	420	\$ 11.00	\$ 4,620.00	2180.63	\$ 23,986.93	2600.63	\$ 11.00	\$ 28,606.93
15	Remove & Replace Concrete Driveway	SY	745	\$ 89.00	\$ 66,305.00	-441.47	\$ (39,290.83)	303.53	\$ 89.00	\$ 27,014.17
16	HMA Pavement Patch	SY	15	\$ 165.00	\$ 2,475.00	-11.90	\$ (1,963.50)	3.10	\$ 165.00	\$ 511.50
CO1.1	Structure Modification	Each	1	\$ 1,050.00	\$ 1,050.00	1	\$ 1,050.00	2	\$ 1,050.00	\$ 2,100.00
CO2.1	Unused inlets fee	Each	0	\$ 3,332.00	\$ -	1	\$ 3,332.00	1	\$ 3,332.00	\$ 3,332.00
CO2.2	Flat Inlet Grates	Each	0	\$ 235.00	\$ -	20	\$ 4,700.00	20	\$ 235.00	\$ 4,700.00
CO2.3	Unused R2564 Frame & Grate	Each	0	\$ 6,385.00	\$ -	1	\$ 6,385.00	1	\$ 6,385.00	\$ 6,385.00
		TOTAL	\$ 1,320,349.00			\$ (156,936.40)		\$ 1,163,412.60		

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS & RECOMMENDATIONS	Authorization to Allocate American Rescue Plan Act Funding to Specific Projects	ITEM NUMBER G.13.
<p><u>BACKGROUND</u></p> <p>The City of Franklin was allocated \$3,748,285.61 in American Rescue Plan Funding that is to be obligated by December 31, 2024 and spent by December 31, 2026. The City has obligated funding for multiple projects since 2022.</p> <p>Projects:</p> <ul style="list-style-type: none"> IT Infrastructure Fiber Optic Network IT City Hall Phone System Update DPW Expansion Project – Utilities Water Tower – S. Lovers Lane Johnson Controls City Building Infrastructure <p><u>ANALYSIS</u></p> <p>The City has completed the IT Infrastructure Fiber Optic Network Project and the IT City Hall Phone System Update Project. In 2024, the Common Council authorized the City Engineer to proceed with providing Water and Sewer to the DPW Expansion Project. Furthermore, the Common Council authorized the City Engineer to solicit bids for the Southern portion of the S. Lovers Lane Water Tower Project. As projects have continued to move forward, additional funding has been requested and needed from the American Rescue Plan Act.</p> <p><u>RECOMMENDATIONS</u></p> <p>The Director of Finance, Director of Administration, Interim City Engineer, Public Works Superintendent and Interim Water/Sewer Superintendent recommend the Common Council authorize allocating the remainder of the ARPA funding to eligible projects and project costs previously approved by the Common Council in 2024. All eligible projects will be determined by the Director of Finance and Director of Administration and need to be allocated to ensure all funding sources are appropriated.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>Authorize certain officials to allocate remaining American Rescue Plan Act funds to projects eligible for funding and follow proper reporting procedures to ensure funding is allocated properly.</p> <p>DOA – KH, DOF – DB</p>		

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
REPORTS & RECOMMENDATIONS	Annual Market Adjustment, Market Adjustment to Wage and Salary Rates, and Progress to Market Wage Adjustment for Non-Represented Employees	ITEM NUMBER G.14.

BACKGROUND

Franklin's Classification and Compensation Plan, which was implemented at the end of 2015, identified the following three potential annual adjustments to employee wage rates:

1. Market Adjustment to Wage and Salary Rates: The Annual Market Adjustment changes the overall pay plan structure. Individual wage rates then need to be adjusted at a rate equal to the Annual Market Adjustment to allow each employee to maintain their position in the market. This action does not advance employees within their range but attempts to keep employees at an equitable wage to the cost of living and with our comparable cities.

2. Progress-to-Market-Rate Adjustments: Identifies the portion of a merit increase that an employee is eligible for annually unless otherwise directed by the Common Council, based upon where the employees are within their applicable Salary Range.

Note: This is conceptually similar to a step increase in some plans. Franklin's increases are graduated, as follows, depending upon an employee's current position in the range:

- Below 30% in the applicable salary range = 2.25% adjustment,
- Below the Midpoint, from 30% up to less than 50% in the range = 1.5% adjustment, and
- From Midpoint up to Market Rate, from 50% up to less than 65% in the range = .75% adjustment

3. Merit Performance Increases: With the upcoming implementation of an improved performance evaluation system, additional funding would be available, based upon the performance evaluation results, to those individuals performing above a satisfactory level.

Funding was included in the 2025 budget for the 2% market adjustment for non-represented employees and for the progress-to-market-rate adjustment. Approvals for the merit performance increases will be requested at a later date when the Common Council authorizes the merit program.

ANALYSIS

Comparable City Wage Increases

Wage increase information was requested from our normal 14 comparable communities. Only 9 have been received. Increases range from 2 – 4% increases, plus additional step and merit adjustments. The average increase for these 9 communities is 2.75%, making the Franklin recommended increase for 2025 a little below the average. Franklin is still lagging somewhat on a five-year rolling average for the increase and the overall wages paid.

Franklin needs to consider the pay of comparable cities. The pool of employees drawn upon by the majority of

these cities is the same as those Franklin works to attract vacancies, and with the workforce becoming more mobile, competition for staff is more intense than ever.

Classification and Compensation Plan-Continued Implementation

Regarding the Classification and Compensation Plan, which was implemented in late 2015, the execution of the plan did not immediately place employees at their designated market rate if they were below it, even if they were productive, longstanding employees, while allowing those over their market rate to retain their current level of pay. Instead, it laid out a plan for those employees to progress slowly to their market rate, based on the details in the second item in the Background section above, which makes this piece of the increase critical to continue moving those employees toward their established market rate.

Finally, as set forth within the adopted policy for the pay plan, all wage increases are subject to each employee receiving a performance review grade of at least “Standard” or better, which will be confirmed and documented by the department heads since there is not yet a formal appraisal process in place. As the plan requires, only employees who successfully complete their job duties are considered for any of the above-noted increases. A formal appraisal process will also be created.

RECOMMENDATION

Staff recommends that the Council authorize the 2% market adjustment to both the salary schedule and wages and the progress to market adjustment, as outlined above.

COUNCIL ACTION REQUESTED

Motion to approve a 2025 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 2%, along with a Progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of January 10, 2025, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook.

DOA – KH; HR – DZ

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 17, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2025, with JSA Environmental, Inc.	ITEM NUMBER G.15.

JSA Environmental, Inc. has been providing landfill monitoring services at the Metro landfill for the past 20 years. The last annual contract expires December 31, 2024. Attached is a draft contract to renew the terms of the 2023 agreement for 2024; rates therein did not change from during 2020 through 2024, though the hourly rate for the Principal Engineer for 2025 has been increased \$13.00 per hour, though copies and drawings billings charges have been substantially decreased. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2025, with JSA Environmental, Inc.



December 4, 2024

Project No: 1036.10066
Jesse Wesolowski, Esq
Attorney to the City of Franklin
11402 W. Church Street
Franklin, Wisconsin 53132

Re: 2025 JSA Environmental Professional Services for the City of Franklin

Dear Jesse;

We, JSA Environmental (JSA), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates that are greatly reduced (~40%) from our Standard Rates. Attached is a copy of our Legacy Rates for 2025, which have increased; as we increased our Standard Rates. Our last rate increase was in 2020.

Also attached, please find our "Scope of Professional Services". JSA currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair; Marvin Wolff.

Our Principal Engineer supplies the majority of services to the City of Franklin. He now has more than 16 years of experience auditing the operation and reviewing the design of the WMWI Metro Facility as well as entering his 34th year of experience in environmental engineering and consulting.

I, as Principal Engineer, and my staff; greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read 'Jo-Walter Spear, Jr.', written in a cursive style.

Jo-Walter Spear, Jr., P.E., S.C. JSA Environmental, Principal Engineer

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

This Standard Agreement for Services (the "AGREEMENT") is between JSA Environmental, Inc., a Subchapter S corporation organized pursuant to Wisconsin Law (CONSULTANT), and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).

ARTICLE 1. SCOPE OF SERVICES

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee, reports to the City of Franklin shall be to the City Clerk; and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

ARTICLE 2. COMPENSATION

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2025, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV 24.B.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

ARTICLE 3. TERMS OF PAYMENT

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT

A. INVOICING

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

B. PAYMENTS

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

C. LIENS

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

ARTICLE 4. OBLIGATION OF CONSULTANT

A. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

B. REPORTING

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

C. PERFORMANCE

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

D. WORKING FILES

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

E. HOLD HARMLESS

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT, provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT

F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT.

G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices.

H. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below.

A General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
E Professional Liability (Errors & Omissions)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured as required above

I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder

J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence.

K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be assigned to work under this AGREEMENT

L. CONFLICT OF INTEREST

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates, their officers, employees or agents, will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT

M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities. CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will confirm to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

ARTICLE 5. OBLIGATIONS OF CLIENT

A. TIMELY REVIEW

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT in a timely manner.

B. PROMPT NOTICE

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

C. CHANGES

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Services. CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

D. AUTHORITY OF CLIENT

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

B. ASSIGNMENTS

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and CLIENT and has no third party beneficiaries.

G. JURISDICTION

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

H. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

I. TERMINATION

(1) TERMINATION FOR CONVENIENCE

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

(2) TERMINATION FOR DEFAULT

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes log book pages, terminal data, computations and designs

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT

J. DELAYS AND EXTENSION OF TIME

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible time extension involved. Due to the time sensitive nature of the Services being provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT. No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT. No extension of time will be considered for weather conditions normal to the area in which the Services are being performed. Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time. Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay. The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel

K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2025. This term may be extended by mutual consent of both parties

ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to

For the CLIENT

For the CONSULTANT

City of Franklin

JSA Environmental, Inc

9229 West Loomis Road

2410 N Palmer Street

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

Franklin, Wisconsin 53132

Milwaukee, WI 53212

ATTN: Kristi Quiles-Steffen, Administrative
Assistant for Engineering Department

ATTN: Jo-Walter Spear, Jr., P.E.

ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT Attachment A

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only by a written amendment executed by both parties

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the dates set forth below and delivered and effective the ____ day of December, 2024

Approved for JSA Environmental, Inc.

Accepted for City of Franklin

By _____

By _____

Name Jo-Walter Spear, Jr., P.E.

Name John R. Nelson

Title Project Manager

Title Mayor

Date _____

Date _____

By _____

Name Shirley J. Roberts

Title City Clerk

Date _____

By _____

Name Danielle L. Brown

Title Director of Finance & Treasurer

Date _____

Approved as to form

By _____

Name Jesse A. Wesolowski

Title City Attorney

Date _____

JSA Environmental, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI

LANDFILL OPERATIONS AUDITING

The scope of services has been broken down into the following tasks:

Task 1 Auditor's Manual

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

Deliverables: Auditors Manual

Task 2 Operations and Construction Audit

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

Deliverables: Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

Task 3 Odor Monitoring

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

Deliverables: Copy of the Odor Monitoring Map with every Audit Report, provide and maintain database of odor complaints.

Task 4 Environmental Monitoring and Data Analysis

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

Deliverables: Quarterly and Annual review of Metro's analysis of groundwater and surface water quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

Task 5 Facility Closure and Post-Closure Care Monitoring

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written

assessment to the City indicating whether sufficient funds have been set aside.

Deliverable: Annual written report assessing funding requirements for closure and post-closure monitoring.

Task 6 Attendance at Landfill Committee Meetings

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

Deliverable: Documentation as requested by the committee at prior meetings, if any.

Task 7 Additional Services as Requested

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

Deliverable: Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City

**Rates and Conditions
For Legacy Clients
2025**

<u>Title</u>	<u>Rate</u>
Principal Engineer	\$ 108.00
Administration	\$ 55.00
Engineering Technician	\$ 55.00

Mileage is billed at \$ 0.65 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.15 per page for letters, memoranda, reports, etc and \$0.29 for color letter sized. Drawings are billed at \$ 0.70 per square foot of drawing for black and white and \$ 3.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed an hour of Administrative Services to recover accounting and billing costs.

JSA Environmental charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING
SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING &
DISPOSAL FACILITY TO DECEMBER 31, 2025, WITH
JSA ENVIRONMENTAL, INC.

WHEREAS, JSA Environmental, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2025, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for professional environmental engineering services Standard Agreement for Services to Monitor Compliance at Metro Recycling and Disposal Facility During Operations and Construction, with JSA Environmental, Inc., as previously extended by the Common Council to December 31, 2024, be further extended to December 31, 2025, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

RESOLUTION NO. 2024-_____

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APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 17, 2024
REPORTS AND RECOMMENDATIONS	<p><i>Dane Novakovich and Svetlana Novakovich v. City of Franklin</i>, Milwaukee County Circuit Court, Case No. 24-CV-5902, with regard to an excessive 2023 tax assessment claim submitted by Dane and Svetlana Novakovich on July 26, 2024, for the property bearing Tax Key No. 749-0088-001. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER G.16.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to *Dane Novakovich and Svetlana Novakovich v. City of Franklin*, Milwaukee County Circuit Court, Case No. 24-CV-5902, with regard to an excessive 2023 tax assessment claim submitted by Dane and Svetlana Novakovich on July 26, 2024, for the property bearing Tax Key No. 749-0088-001, which litigation is pending, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of December 17, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of December 17, 2024.

CITY CLERK'S OFFICE



License Committee Agenda*
Franklin City Hall Alderman Room
9229 West Loomis Road, Franklin, WI
December 17, 2024 – 6:10 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Public Library Foundation Fee Waiver: Temporary Class B License Date of the Event(s): TBD (Fall Literary Fundraiser) Location: Franklin Public Library-Fadow Mtg Room			
3.	Adjournment	Time:		

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

APPROVAL DB	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated November 29, 2024 through December 12, 2024, Nos. 200339 through Nos. 200517 in the amount of \$ 2,249,328.55. Also included in this listing are EFT Nos. 5898 through EFT Nos. 5912, Library vouchers totaling \$ 1,533.77 and Water Utility vouchers totaling \$ 751,766.62. Voided checks in the amount of \$ (19,300.00) are separately listed.

Early release disbursements dated November 29, 2024 through December 11, 2024 in the amount of \$ 667,779.70 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated December 13, 2024 is \$ 486,550.70, previously estimated at \$ 496,000. Payroll deductions dated December 13, 2024 are \$ 259,742.96, previously estimated at \$ 275,000.

The estimated payroll for December 27, 2024 is \$ 475,000 with estimated deductions and matching payments of \$ 632,000.

Approval to release payment to UPI, LLC for 2024 PPII Sump Pump Project Pay Application #3 in the amount of \$ 421,016.37, once approved internally.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of December 12, 2024 in the amount of \$ 2,249,328.55
- Payroll dated December 13, 2024 in the amount of \$ 486,550.70 and payments of the various payroll deductions in the amount of \$ 259,742.96 plus City matching payments and
- Estimated payroll dated December 27, 2024 in the amount of \$ 475,000 and payments of the various payroll deductions in the amount of \$ 632,000, plus City matching payments.
- Approval to release UPI, LLC payment in the amount of \$ 421,016.37.

ROLL CALL VOTE NEEDED