

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<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 NOVEMBER 19, 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 November 6, 2024.
- D. Hearings – Proposed 2025 City of Franklin Annual Budget.
- E. Organizational: Mayoral Appointments:
 - 1. Christopher Doll, 9949 S. 31st St., Ald. Dist. 4 – Library Board, 3 year unexpired term expiring 06/30/25.
 - 2. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 – Tourism Commission, 1 year unexpired term expiring 12/31/24.
 - 3. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 – Tourism Commission, 1 year term expiring 12/31/25.
- F. Letters.
- G. Reports and Recommendations:
 - 1. 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.
 - 2. An Ordinance to amend the Unified Development text at Table 15-3.0603 Standard Industrial Classification Title No. 1521 “Single-family housing construction” to allow for such use as a Special Use in the VB Village Business District (Nehmey Construction, Inc., Applicant).
 - 3. A Resolution imposing conditions and restrictions for the approval of a Special Use for a design build remodeling business use upon property located at 11123 West St. Martins Road (Nehmey Construction, Inc., Applicant) (St Martins Holdings, LLC, Property Owner).

Common Council Meeting Agenda

November 19, 2024

Page 2

4. Accept the 2025 Division of Public Health Consolidated Contracts to continue funding health department grants.
5. A Resolution Authorizing the Director of Health and Human Services to Execute the RBJ Community Consulting Project Contract.
6. Status update on the rewrite of the Unified Development Ordinance (UDO) and noise ordinance update.
7. A Resolution Authorizing Certain Officials to Execute a Quarry Monitoring Services Agreement with Stantec Consulting Services Inc.
8. A Resolution to Award the Department of Public Works Campus Utilities Project to UPI Construction LLC, in the amount of \$652,561.00.
9. A Resolution to Award the 116th St. Trail Project to Willkomm Excavating, in the Amount of \$893,321.53.
10. Entertainment and Special Events – Snowglobe Holiday Festival Permit Update.
11. A Resolution Authorizing Certain Officials to Execute an Agreement with ClearGov, Inc. for Budgeting and Planning Software Implementation.
12. First Amendment to Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, for the property at 3617 W. Oakwood Road bearing TKN 950-9001-000 and 10651 S. Hickory Street bearing TKN 950-9002-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Potential First Amendment To Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, and the investing of public funds and governmental actions in relation thereto, 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 November 19, 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:

November 21	Plan Commission	6:00 p.m.
November 28 & 29	City Hall Closed-Thanksgiving	
December 3	Common Council	6:30 p.m.
December 5	Plan Commission	6:00 p.m.
December 17	Common Council	6:30 p.m.
December 19	Plan Commission	6:00 p.m.

Common Council Meeting Agenda

November 19, 2024

Page 3

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

BLANK PAGE

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 6, 2024
MINUTES

- | | | |
|---|------|---|
| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on November 6, 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 and Alderman Barber. Alderman Craig was excused. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts. |
| CITIZEN COMMENT | B. | Citizen comment period was opened at 6:30 p.m. and was closed at 6:35 p.m. |
| MINUTES
OCTOBER 15, 2024 | C. | Alderman Barber moved to approve the minutes of the Common Council meeting of October 15, 2024, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| RES. 2024-8217
CONDITIONS AND
RESTRICTIONS UPON
0 S 31 ST ST PROPERTY
TKN 761-9992-002 | G.1. | Alderman Hasan moved to adopt Resolution No. 2024-8217, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SIXTEEN UNIT SUPPORTIVE HOUSING DEVELOPMENT, RESIDENT COMMUNITY CENTER, AND COMMUNITY HUB FACILITY, UPON PROPERTY LOCATED AT O S. 31ST ST, TKN 761-9992-002 (BY AMY HANSEL, COMMUNITIES OF CROCUS, APPLICANT, NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNER). Seconded by Alderman Barber. All voted Aye; motion carried. |
| ANNUAL REPORT
AND 2025 BUDGET OF
THE TOURISM
COMMISSION | G.2. | Alderman Barber moved to place on file the report from the Tourism Commission. Seconded by Alderman Peccarelli. All voted Aye; motion carried. |
| RES. 2024-8218
ENVIRONMENTAL
SERVICE RECYCLING
AGMT WITH VEOLIA
ES TECHNICAL
SERVICES LLC. | G.3. | Alderwoman Eichmann moved to adopt Resolution No. 2024-8218, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE THE 2024 VEOLIA ES TECHNICAL SERVICES LLC ENVIRONMENTAL SERVICES RECYCLING AGREEMENT WITH A ONE TIME TOTAL COST OF \$1,124.96. Seconded by Alderman Barber. All voted Aye; motion carried. |
| CLEAR CHANNEL
OUTDOOR MEDIA
VOLITION FRANKLIN
CONTRACT | G.4. | Alderman Barber moved to approve the execution of the Clear Channel Outdoor Media Volition Franklin Contract. Seconded by Alderman Hasan. All voted Aye; motion carried. |

- | | | |
|---|-------|---|
| RES. 2024-8219
EXECUTE A 2024
HEALTH DEPT
PROJECT AGMT WITH
EMMONS BUSINESS
INTERIORS | G.5. | Alderman Barber moved to adopt Resolution No. 2024-8219, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE THE 2024 EMMONS BUSINESS INTERIORS AGREEMENT WITH A ONE TIME TOTAL COST OF \$33,817.85, subject to technical changes. Seconded by Alderwoman Eichmann. All voted Aye; motion carried |
| WI STATEWIDE
HEALTH
INFORMATION
NETWORK (WISHIN)
AGMT FOR 2024-2025 | G.6. | Alderman Barber moved to approve the acceptance and execution of the Wisconsin Statewide Health Information Network contract. Seconded by Alderwoman Day. All voted Aye; motion carried |
| RES. 2024-8220
APPROVAL OF A
SPECIAL USE FOR A
PHYSICAL FITNESS
FACILITY UPON
PROPERTY LOCATED
AT 7199 S 76 TH ST | G.7. | Alderwoman Eichmann moved to adopt Resolution No. 2024-8220, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A PHYSICAL FITNESS FACILITY USE UPON PROPERTY LOCATED AT 7199 S. 76 STREET (BLACK DUCK PARTNERS, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. 2024-8221
AMEND RES NO. 2022-
7873 APPROVAL OF A
SPECIAL USE FOR
CONDOMINIUM
DEVELOPMENT
LOCATED AT 9524 S
SOPHIA COURT | G.8. | Alderwoman Eichmann moved to adopt Resolution No. 2024-8221, A RESOLUTION TO AMEND RESOLUTION NO. 2022-7873 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CONDOMINIUM COMPLEX DEVELOPMENT USE UPON PROPERTY LOCATED AT 9524 S. SOPHIA COURT (STEPHEN R. MILLS, LOOMIS & RYAN, INC., APPLICANT, HOME PATH FINANCIAL LIMITED PARTNERSHIP, PROPERTY OWNER). Seconded by Alderwoman Day. All voted Aye; motion carried. |
| ORD. 2024-2645
AMEND ORD 2023-
2569 TRANSFER
\$150,000 TO
HIGHWAY CAPITAL
EQUIPMENT FOR
INCREASING
PROJECT COSTS
WITH DPW BUILDING
EXPANSION PROJECT | G.9. | Alderman Barber moved to adopt Ordinance No. 2024-2645, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO TRANSFER \$150,000 OF CONTINGENCY APPROPRIATIONS TO HIGHWAY CAPITAL EQUIPMENT APPROPRIATIONS FOR THE INCREASING PROJECT COSTS ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS BUILDING EXPANSION PROJECT. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried. (5-0-1) |
| RES. 2024-8222
APPROVAL OF A
SPECIAL USE FOR
TSUNAMI EXPRESS
CAR WASH LOCATED | G.10. | Alderman Barber moved to adopt Resolution No. 2024-8222, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR TSUNAMI EXPRESS CAR WASH, A CARWASH FACILITY LOCATED AT 6449 S. WHITNALL EDGE ROAD (TSUNAMI EXPRESS CAR |

AT 6449 S WHITNALL
EDGE RD

WASH, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.

PLAN COMMISSION
MEMBERSHIP

- G.11. Alderwoman Eichmann moved to approve the filing of an application for a Unified Development Ordinance text amendment for an Ordinance to amend §15-10.0102 Membership, of the Unified Development Ordinance to Change the Plan Commission Membership to remove the City Engineer Member and in place thereof provide an Alderperson to serve on the Plan Commission. Seconded by Alderman Peccarelli. On roll call, all voted Aye. Motion carried. (5-0-1).

ORD. 2024-2646
AMEND ORD. 2023-
2569 TRANSFER
\$6,262 TO CAPITAL
EQUIPMENT FOR
PURCHASE OF A
REPLACEMENT
SURVEY
CONTROLLER

- G.12. Alderman Barber moved to adopt Ordinance No. 2024-2646, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO TRANSFER \$6,262 OF CONTINGENCY APPROPRIATIONS TO CAPITAL EQUIPMENT APPROPRIATIONS FOR THE PURCHASE OF A REPLACEMENT SURVEY CONTROLLER. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried. (5-0-1)

ORD. 2024-2647
PERSONNEL
COMMITTEE
ALDERPERSON
MEMBERSHIP
POSITIONS

- G.13. Alderman Barber moved to direct City Attorney to redraft the draft ordinance presented at this meeting in accordance with the City Attorney's stated summary of the discussion at this meeting, and to adopt Ordinance No. 2024-2647, AN ORDINANCE TO AMEND §10-12 PERSONNEL COMMITTEE, B. COMPOSITION, TO REMOVE ONE OF THE ALDERPERSON MEMBERSHIP POSITIONS. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8223
INFRASTRUCTURE
IMPROVEMENTS
WITH FRANKLIN
PUBLIC SCHOOLS AT
8429 W FOREST HILL
AVE

- G.14. Alderwoman Eichmann moved to adopt Resolution No. 2024-8223, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH FRANKLIN PUBLIC SCHOOLS AT 8429 W. FOREST HILL AVENUE, TKN 838-9978-001. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2024-8224
ACCEPTANCE OF A
WATER MAIN
EASEMENT

- G.15. Alderwoman Eichmann moved to adopt Resolution No. 2024-8224, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE WATER MAIN EASEMENT ON PROPERTY OWNED BY FRANKLIN PUBLIC SCHOOLS AT 8429 W. FOREST HILL AVENUE, TKN 838-9978-001, subject to technical changes. Seconded by Alderman Hasan. All voted Aye; motion carried

RES. 2024-8225
STORM WATER
FACILITIES

- G.16. Alderwoman Eichmann moved to adopt Resolution No. 2024-8225, A RESOLUTION FOR ACCEPTANCE OF A STORMWATER FACILITIES MAINTENANCE AGREEMENT AND A

MAINTENANCE AND
STORM WATER
MANAGEMENT
ACCESS EASEMENT

STORMWATER MANAGEMENT ACCESS EASEMENT FOR 8429 WEST FOREST HILL AVENUE, TKN 838-9978-001, subject to technical changes. Seconded by Alderman Hasan. All voted Aye; motion carried.

RECOMMENDED
CHANGES TO THE
2025 MAYOR'S
RECOMMENDED
BUDGET

- G.17. Alderman Barber moved to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule and attached memo be included in the Proposed 2025 City of Franklin, WI Budget for the Public Hearing scheduled for November 19, 2024. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried. (5-0-1)

RES. 2024-8226
FACILITATE
AMERICAN RESCUE
PLAN

- G.18. Alderwoman Eichmann moved to adopt Resolution No. 2024-8226, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN ADDENDUM TO FACILITATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR THE MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC. AGREEMENT FOR FIBER OPTIC RING DESIGN AND CONSTRUCTION PROJECT MANAGEMENT SERVICES, THE FIBER OPTIC MANAGEMENT, LLC AGREEMENT FOR FIBER OPTIC MAINTENANCE SERVICES, THE TELEPACIFIC CORP. COMMUNICATIONS NETWORK AND FIREWALL SERVICES AGREEMENT, THE RINGCENTRAL, INC. UNIFIED COMMUNICATIONS SERVICES AGREEMENT, THE LANDMARK STRUCTURES, I, LP ELEVATED WATER STORAGE TANK CONTRACT B, THE DORNER, INC. WATER TRANSMISSION MAIN CONTRACT A, THE VINTON CONSTRUCTION COMPANY WATER TRANSMISSION MAIN CONTRACT C, AND THE JOHNSON CONTROLS, INC. ENERGY SAVINGS PERFORMANCE CONTRACT, EACH ENTERED INTO WITH THE CITY. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried. (5-0-1).

PPII SUMP PUMP
PROJECT PAY
APPLICATION AND
REIMBURSEMENT
REQUEST

- G.19 Alderwoman Eichmann moved to approve Pay Application 2 for \$557,335.17 and Reimbursement Request #2 for \$226,847.00 for the 2024 PPII Sump Pump Project- MMSD Funding Agreement M10005FR01. Seconded by Alderman Barber. All voted Aye; motion carried.

Mayor Nelson called a recess at 8:12 p.m.

Mayor Nelson reconvened at 8:17 p.m.

CLOSED SESSION
AGMT FOR SERVICES
BETWEEN CITY OF
FRANKLIN AND

- G.20. Alderwoman Eichmann moved to enter closed session at 8:17 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City

ACCURATE
APPRAISAL LLC

of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds and governmental actions in relation thereto, and 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 litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:06 p.m., Alderwoman Eichmann moved to retain The Rose Group and to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of November 6, 2024:

Grant New 2024-25 Operator License to: Bradley Bautch, Castiven Jaime, Mindy Tigler, & Paige Zigner;
Grant New 2024-25 Operator License Upon Correction of Application to: Maja Nikolic & Keith Radtke; and
Approved 2024-25 Mobile Home License Pending Advice of City Attorney to Franklin MHP Land LLC, DBA Franklin Mobile Home Park, 6361 S 27th St, William Johnson.

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

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve City vouchers with an ending date of October 31, 2024, in the amount of \$5,047,679.98, and payroll dated October 18, 2024 in the amount of \$484,464.07 and payments of the various payroll deductions in the amount of \$10,143.25 plus City matching payments, and payroll dated November 1, 2024 in the amount of \$469,192.20 and payments of the various payroll deductions in the amount of \$249,895.75, plus City matching payments, and estimated payroll dated November 15, 2024 in the amount of \$490,000 and payments of the various payroll deductions in the amount of \$525,000 plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting of the Common Council at 9:11 p.m. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

BLANK PAGE

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE November 19, 2024
REPORTS & RECOMMENDATIONS	Public Hearing – 2025 Mayor’s Recommended Budget	ITEM NUMBER D.

As is required by Wisconsin State Statutes, the Common Council scheduled a Public Hearing on the 2025 Mayor’s Recommended Budget for Tuesday, November 19, 2024. The Public Hearing was duly noticed in accordance with the law, and the complete Mayor’s Recommended Budget has been available for public inspection at the Office of the City Clerk, the Franklin Public Library, and on the City’s website since September 17, 2024. Attached is a copy of the notice that comprises the Summary of the 2025 Mayor’s Recommended Budget.

To recap, the following has occurred in conjunction with the City’s 2025 Budget Process:

Mayor Nelson released his ‘2025 Mayor’s Recommended Annual Budget’ on September 17, 2024, after months of internal preparation, compilation, and review;

The 2025 Mayor’s Recommended Annual Budget was presented to the Common Council and the citizens by the Director of Finance & Treasurer and the Director of Administration at the Common Council Meeting on September 17, 2024;

The Common Council referred the 2025 Mayor’s Recommended Annual Budget to the Finance Committee for an in-depth review and to make recommendations regarding updates/changes to the Common Council upon completion of the review;

The Finance Committee held four meetings on the 2025 Mayor’s Recommended Budget where each section of the draft budget was reviewed in detail, in consultation with the Director of Administration, the Director of Finance, and all Department Heads, and Recommended a number of updates to the Common Council on October 22, 2024; and

The Common Council, on November 5, 2024, through the following action, adopted the attached list of updates/changes to the 2025 Mayor’s Recommended Budget, which now stands as the 2025 Proposed Budget being considered by the Common Council;

On October 15th, 2024 Alderwoman Eichmann moved to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule be included in the Proposed 2025 City of Franklin, WI Budget for the Public Hearing scheduled for November 19, 2024. Seconded by Alderman Barber. On roll call; all voted Aye. Motion carried.

On November 5th, 2024, Alderman Barber moved to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule be included in the Proposed 2025 City of Franklin, WI Budget for the Public Hearing scheduled for November 19, 2024. Seconded by Alderman Hasan. On roll call; all voted Aye. Motion carried.

The Director of Administration and the Director of Finance will be available at the Public Hearing to provide a few brief comments regarding the budget process and recap the highlights of the 2025 Proposed Budget.

COUNCIL ACTION REQUESTED

This item is to hold a Public Hearing on the 2025 Mayor's Recommended Budget.

Finance Dept - DB

CITY OF FRANKLIN, WISCONSIN
NOTICE OF PUBLIC HEARING - 2025 PROPOSED BUDGET
Franklin City Hall, 9229 W Loomis Road, Franklin, WI 53132

NOTICE IS HEREBY GIVEN, in accordance with Section 65 90(3) Wisconsin State Statutes, that a Public Hearing will be held on **Tuesday, November 19, 2024**, at 6 30 PM or shortly thereafter, at 9229 W Loomis Road, Franklin, WI 53132, on the City of Franklin 2025 Proposed Budget. Any resident or taxpayer shall have the opportunity to be heard thereon. A summary of the Proposed Budget herewith and a copy of the complete Proposed Budget is available for public inspection at the Franklin City Hall and the Franklin Public Library during normal business hours. The Proposed Budget is also available online at www.franklinwi.gov

BUDGET SUMMARY - PROPOSED 2025 BUDGET

*****GENERAL FUND*****	2023 ACTUAL	2024 BUDGET	2024 ESTIMATED	2025 PROPOSED	% CHANGE
FUND BALANCE - JANUARY 1	\$11,369,814	\$13,230,538	\$13,230,538	\$13,707,949	
REVENUES					
PROPERTY TAXES	\$20,428,771	\$20,616,100	\$20,616,100	\$21,240,000	3.0%
OTHER TAXES	\$866,309	\$754,400	\$775,433	\$686,305	-9.0%
INTERGOVERNMENTAL	\$1,924,400	\$2,762,530	\$2,855,736	\$3,053,595	10.5%
LICENSES & PERMITS	\$1,164,104	\$1,305,550	\$1,284,850	\$1,244,525	-4.7%
FINES, FORFEITURES & PENALTIES	\$362,179	\$400,000	\$460,000	\$430,000	7.5%
PUBLIC CHARGES FOR SERVICES	\$2,889,553	\$2,766,800	\$3,022,900	\$2,907,300	5.1%
INTERGOVERNMENTAL CHARGES	\$338,273	\$325,000	\$325,500	\$310,000	-4.6%
INTEREST & INVESTMENT INCOME	\$1,181,993	\$784,660	\$1,030,416	\$715,000	-8.9%
MISCELLANEOUS	\$172,856	\$147,920	\$173,378	\$142,500	-3.7%
OTHER FINANCING SOURCES	\$877,185	\$950,000	\$950,000	\$877,200	-7.7%
TOTAL REVENUES	\$30,205,623	\$30,812,960	\$31,494,313	\$31,606,425	2.6%
EXPENDITURES					
GENERAL GOVERNMENT	\$3,253,233	\$3,934,599	\$4,072,423	\$3,815,438	-3.0%
PUBLIC SAFETY	\$18,960,666	\$20,482,939	\$20,346,139	\$20,942,192	2.2%
PUBLIC WORKS	\$4,388,718	\$4,687,089	\$4,676,224	\$4,708,458	0.5%
HEALTH & HUMAN SERVICES	\$722,898	\$785,433	\$799,716	\$809,205	3.0%
CULTURE & RECREATION	\$323,727	\$418,556	\$338,512	\$401,771	-4.0%
CONSERVATION & DEVELOPMENT	\$671,657	\$831,325	\$712,888	\$858,361	3.3%
OTHER FINANCING USES	\$24,000	\$71,000	\$71,000	\$71,000	0.0%
TOTAL EXPENDITURES	\$28,344,899	\$31,210,941	\$31,016,902	\$31,606,425	1.3%
FUND BALANCE DECEMBER 31	\$13,230,538	\$12,832,557	\$13,707,949	\$13,707,949	

SUMMARY OF ALL GOVERNMENTAL AND PROPRIETARY FUNDS

	GENERAL	DEBT SERVICE	CAPITAL	TIF
Estimated Fund Balance, January 1	\$13,707,949	\$702,584	\$17,717,783	\$4,343,306
Tax Levy/TIF Increment	\$21,240,000	\$1,140,000	\$300,000	\$3,971,000
Other Revenues	\$10,366,425	\$346,469	\$8,315,200	\$4,767,752
Total Revenue	\$31,606,425	\$1,486,469	\$8,615,200	\$8,738,752
Expenditures	\$31,606,425	\$1,476,138	\$10,372,467	\$7,591,017
Revenues Over/(Under) Expenditures	\$0	\$10,331	(\$1,757,267)	\$1,147,735
Fund Balance, December 31	\$13,707,949	\$712,815	\$15,960,516	\$5,491,041

	ENTERPRISE	INTERNAL SERVICE	ALL OTHER GOV FUNDS	SUMMARY ALL FUNDS
Estimated Fund Balance, January 1	\$116,786,753	\$2,417,432	\$179,330	\$155,855,137
Tax Levy/TIF Increment	\$0	\$0	\$1,442,700	\$28,093,700
Other Revenues	\$12,089,001	\$4,233,945	\$3,665,002	\$43,783,794
Total Revenue	\$12,089,001	\$4,233,945	\$5,107,702	\$71,877,494
Expenses/Expenditures	\$11,565,168	\$4,862,776	\$5,346,455	\$72,820,446
Revenues Over/(Under) Expenditures	\$523,833	(\$628,831)	(\$238,753)	(\$942,952)
Fund Balance, December 31	\$117,310,586	\$1,788,601	\$59,423	\$154,912,185

2025 REVENUES AND EXPENDITURES FOR EACH IMPACT FEE IMPOSED BY THE CITY OF FRANKLIN

	REVENUES	EXPENDITURES
Impact Fee - Parks	\$175,000	\$995,100
Impact Fee - Sewer	\$50,000	\$0
Impact Fee - Administrative	\$15,000	\$30,000
Impact Fee - Water	\$750,000	\$0
Impact Fee - Transportation	\$150,000	\$96,700
Impact Fee - Fire	\$100,000	\$32,418
Impact Fee - Law Enforcement	\$100,000	\$90,000
Impact Fee - Library	\$30,000	\$88,800

There are no significant proposed increases or decreases to the current year budget due to new or discontinued activities or functions pursuant to 65 90 (3) (bm), Wisconsin Statutes

OUTSTANDING GENERAL OBLIGATION DEBT

12/31/2021	12/31/2022	12/31/2023
\$72,298,400	\$67,974,560	\$76,299,560

Dated at Franklin, Wisconsin
this 22nd Day of October, 2024

Shirley J. Roberts, City Clerk
Danielle Brown, Finance Director/Treasurer

PUBLISH Wednesday, October 30, 2024

CLASS 1 NOTICE

City of Franklin
Finance Committee Changes to Recommended Budget

Fund - Dept - Acct	Revenues	Expenditures	Net
Solid Waste Fund	2,405,785	2,387,383	18,402
19-0341-5111 Salaries PT		-16	16
19-0341-5151 FICA		-1	1
19-0341-5152 Retirement		-1	1
19-0341-5154 Group Health & Dental		3	-3
			0
Revised Total	2,405,785	2,387,368	18,417
St. Martins Fair	66,000	65,812	188
24-0529-5111 Salaries - FT		-10	10
24-0529-5117 Salaries - OT		-20	20
24-0529-5151 FICA		-1	1
24-0529-5152 Retirement		-1	1
			0
Revised Total	66,000	65,780	220
Library Fund	1,525,700	1,713,782	-188,082
15-0000-4011 General Tax Levy	25,000		25,000
			0
Revised Total	1,550,700	1,713,782	-162,048
Civic Celebrations Fund	151,000	145,534	5,466
29-0541-5111 Salaries-FT		-20	20
29-0541-5117 Salaries-OT		-10	10
29-0541-5151 FICA		-3	3
29-0541-5152 Retirement		-3	3
29-0541-5153 Retiree Group Health		-1	1
29-0541-5156 Worers Compensation Ins		-1	1
29-0541-5299 Sundry Contractors		18,000	-18,000
29-0541-5311 Postage		-200	200
29-0541-5313 Printing		500	-500
29-0541-5325 Recreation Supplies		7,800	-7,800
29-0541-5329 Operating Supplies		-200	200
29-0541-5433 Equipment Rental		-1,000	1,000
29-0541-5471 Background Checks		100	-100
Revised Total	151,000	170,496	-19,496

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11-19-24
ORGANIZATIONAL BUSINESS	Mayoral Appointment	ITEM NUMBER E.

The Mayor has made the following appointments for Council confirmation:

1. Christopher Doll, 9949 S. 31st St., Ald. Dist. 4 – Library Board, 3 year unexpired term expiring 06/30/25.
2. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 – Tourism Commission, 1 year unexpired term expiring 12/31/24.
3. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 – Tourism Commission, 1 year term expiring 12/31/25.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

1. Christopher Doll, 9949 S. 31st St., Ald. Dist. 4 – Library Board, 3 year unexpired term expiring 06/30/25.
2. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 – Tourism Commission, 1 year unexpired term expiring 12/31/24.
3. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 – Tourism Commission, 1 year term expiring 12/31/25.

ROLL CALL VOTE

CLERKDEPT

" Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, April 27, 2023 2:40 PM
To: Lisa Huening; Shirley Roberts; Karen Kastenson
Subject: Volunteer Fact Sheet

Name: Christopher Doll
PhoneNumber:
EmailAddress: cmdoll@msn.com
YearsasResident: 1
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: yes
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: University of Wisconsin-Milwaukee
CompanyAddressJob1: Golda Meir Library P.O. Box 604 Milwaukee, WI 53201
TelephoneJob1: 4142515428
StartDateandPositionJob1: 5/2022 - Libraries Associate Director for the Collections & Resources Management Division
EndDateandPositionJob1: n/a
CompanyNameJob2: University of Dubuque
AddressJob2: 2000 University Ave, Dubuque, IA 52001
TelephoneJob2: (563) 589-3000

StartDateandPositionJob2:	7/2016/Assistant Library Director of Technical Services & Archivist
EndDateandPositionJob2:	5/2022/Library Director
CompanyNameJob3:	Divine Word College
AddressJob3:	102 Jacoby Dr W, Epworth, IA 52045
TelephoneJob3:	(563) 876-3353
StartDateandPositionJob3:	9/2015/Library Director
EndDateandPositionJob3:	7/2016/Library Director
Signature:	Christopher Doll
Date:	4/27/2023
Signature2:	Christopher Doll
Date2:	4/27/2023
Address:	9949 S 31st St. Franklin, WI 53132
PriorityListing:	
WhyInterested:	<p>I have been in library management for a long time. Both as a paid professional and as a board member in other cities. I feel a strong sense of duty to fulfill civic responsibilities and serving on the library board is a way to leverage my skills and experience.</p> <p>I over see the collections and resources management division which includes the collections and cataloging and metadata department. I oversee a 3.5 million dollar budget. All resource decisions whether they are print or electronic go through me. I also am an adjunct professor in the Graduate School of Information Studies.</p>
DescriptionofDutiesJob1:	<p>-Created a pseudo UD digital publishing center to highlight student and faculty scholarship -Oversee the library budget -Used a \$200,000 gift to renovate the library (added nearly 100 new seats) -Created a new digital journal to promote our students work called The Colonnade -Developed re-opening plan after closure due to COVID-19 -Completed the physical and digital collection of Women in Aviation at UD. Was interviewed by IPR (Iowa Public Radio) to promote it -Created new maps and guides for international students in their native language. Also working on research to improve our services to international students -Wrote EDI (Equity, Diversity and Inclusion) Statement for the library -Taught Information Literacy to liaison areas (Business, Aviation, Computer Science) -Taught MN 564 Theological and Biblical Research (Graduate Seminary course) -Faculty Advisor-Asian Student Union -Promoted all the way from Assistant Professor to full Professor in May 2021</p>
DescriptionofDutiesJob2:	<p>-Control every facet of the library -Created the first Mission Statement for the Mathew Jacoby Library -Within the first year integrated the first library security system. Wrote up a proposal for a security system; negotiated the contract with 3M for security system along with a self-checkout center, 70,000 RFID tags and a workstation; worked on fundraising for the project -Within the first year changed ILS (Integrated Library System) from Follett, which is designed for K-12, to Koha -Within the first year completely overhauled the website to give the students an opportunity to interact with the library digitally. Designed multiple tutorials, both written and digital, along with the creation of many pathfinders and research guides. -Within the first year did the first ever serious weeding at the library since it opened in the 1960's. Shrunk the library collection from over 90,000 to 70,000. -Co-taught Humanities 101 as an Information Literacy teacher.</p>
DescriptionofDutiesJob3:	

Additional Experience:

In addition to having a lot of experience leading and managing libraries, I also served on the Board of Trustees for the Dubuque County Library District for 5 years. Some of my highlights include overseeing the hiring of a new library director and leading negotiations with the labor union while being the head of the personnel committee. I also spearheading an initiative for the library system to go fine free. I would also like to add that I have an MLIS (Master of Library and Information Science) from UWM. In addition to this, I have a MA in Korean Science from Yonsei Graduate School of International Studies in Seoul, South Korea. My wife is Korean and because of this experience, my main research focus and most of my publications are centered on how international patrons use the library.

See Current Results

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Friday, November 15, 2024 12:45 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: William "Bill" Elliott
PhoneNumber:
EmailAddress: billelliottjr@gmail.com
YearsasResident: 5
Alderman: 2
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission: on
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Wisconsin Hotel & Lodging Association
CompanyAddressJob1: 125. N. Executive Dr. Ste. 206, Brookfield, WI 53005
TelephoneJob1: 2627822851
StartDateandPositionJob1: 6/2020 President & CEO
EndDateandPositionJob1:
CompanyNameJob2: Association Acumen, LLC
AddressJob2: N83 W13410 Leon Road, Menomonee Falls, WI 53051
TelephoneJob2: (414) 359-1676
StartDateandPositionJob2: 11/2011 Director of Development

EndDateandPositionJob2:	5/2020 Vice President of Operations / Executive Director
CompanyNameJob3:	
AddressJob3:	
TelephoneJob3:	
StartDateandPositionJob3:	
EndDateandPositionJob3:	
Signature:	William Elliott
Date:	11/15/24
Signature2:	William Elliott
Date2:	11/15/24
SourceDocID:	9278
SourceNavName:	Volunteer Fact Sheet
Address:	8160 S Steepleview Dr. Franklin, WI 53132
PriorityListing:	
WhyInterested:	<p>I am eager to join the Franklin Tourism Commission to contribute to my community and support the development of a vibrant tourism economy in Franklin. With my extensive experience in Wisconsin's room tax system, I believe I am particularly well-suited for this role.</p> <p>Serve as the Associations' Chief Executive Officer, responsible to the Board of Directors for the effective conduct of the activities and business of the Association. Recommend and participate in Board formulation of the Association's mission, goals, objectives, and related policies. Within that framework plan, organize, coordinate, and direct the staff, programs, and activities of the Association.</p>
DescriptionofDutiesJob1:	
DescriptionofDutiesJob2:	<p>Association Acumen is an association management company where I had the honor of leading as the vice president of operations while also serving as the executive director of the Automotive Fleet & Leasing Association. In this role, I helped many associations achieve growth in membership, sponsorship, conference attendance, educational opportunities and non-dues revenue.</p>
DescriptionofDutiesJob3:	
AdditionalExperience:	
<u>See Current Results</u>	

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 D.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____

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/24
REPORTS & RECOMMENDATIONS	Ordinance to amend the Unified Development text at Table 15-3.0603 Standard Industrial Classification Title No. 1521 “Single-family housing construction” to allow for such use as a Special Use in the VB Village Business District (Nehmey Construction, Inc., Applicant)	ITEM NUMBER D. 2. Ald. Dist. #6
<p>At its November 7, 2024, regular meeting, the Plan Commission unanimously recommended approval of an ordinance to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 1521 “Single-family housing construction” to allow for such use as a Special Use in the VB Village Business District (Nehmey Construction, Inc., Applicant).</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Ordinance No. 2024-____, an ordinance to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification Title No. 1521 “Single-family housing construction” to allow for such use as a Special Use in the VB Village Business District (Nehmey Construction, Inc., Applicant).</p>		

Department of City Development: NJF

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2024-____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT
AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 1521
“SINGLE-FAMILY HOUSING CONSTRUCTION” TO ALLOW SUCH USE AS A
SPECIAL USE IN THE VB VILLAGE BUSINESS DISTRICT
(NEHMEY CONSTRUCTION, INC., APPLICANT)

WHEREAS, Table 15-3.0603 of the Unified Development Ordinance sets forth the permitted and special uses in nonresidential zoning districts; and

WHEREAS, Nehmey Construction, Inc. having applied for a text amendment to Table 15-3.0603 to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification (SIC) Title No. 1521 “Single-family housing construction”, to allow for such use as a Special Use in the VB Village Business District.

WHEREAS, the Plan Commission having reviewed the proposed amendment to change SIC Code No. 1521 “Single-family housing construction” to a Special Use in the VB Village Business District, and having held a public hearing on the proposal on the 7th day of November, 2024 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: Table 15-3.0603 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, only as it pertains to: Standard Industrial Classification Title No. 1521 “Single-family housing construction”, is hereby amended as follows: insert “S” (Special Use) in the VB column

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

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

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

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

Passed and adopted at a regular 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
REPORT TO THE PLAN COMMISSION

Meeting of November 7, 2024

Unified Development Ordinance Text Amendment and Special Use

RECOMMENDATION: City Development Staff recommends approval of the Unified Development Ordinance and Special Use applications for Nehmey Construction, Inc., subject to the staff recommended conditions of approval.

Project Name:	Nehmey Construction, Inc. Unified Development Ordinance Text Amendment and Special Use
Project Address:	City-wide/11123 W. St. Martin's Road
Applicant:	John Nehmey, Nehmey Construction, Inc.
Property Owner(s):	St. Martin's Holdings, LLC
Current Zoning:	VB – Village Business District
2025 Future Land Use:	Mixed Use
Use of Surrounding Properties:	VB to the north and west, P-1 to the south, R-3 and I-1 across the street to the east
Applicant Action Requested:	Approval of the Unified Development Ordinance Text Amendment and Special Use

Introduction:

Please note:

- Staff recommendations are underlined, in italics and are included in the draft resolution.
- Staff suggestions are underlined only and are not included in the draft resolution.

The applicant has filed a Unified Development Ordinance Text Amendment and Special Use applications requesting approval of a Special Use Permit for Nehmey Construction, Inc. to locate and operate a design build remodeling business use at 11123 W. St. Martins Road.

Unified Development Ordinance (UDO) Text Amendment

The UDO Text Amendment requests to allow Standard Industrial Classification No. 1521, Single-family housing construction, as a Special Use in the VB Village Business District. Currently this SIC Code is not allowed.

Note this would allow uses classified under this SIC Code as a Special Use for all VB District zoned properties. SIC Code No. 1521 includes the following:

1521 General Contractors-Single-Family Houses

General contractors primarily engaged in construction (including new work, additions, alterations, remodeling, and repair) of single-family houses.

- Building alterations, single-family-general contractors
- Building construction, single-family-general contractors
- Custom builders, single-family houses-general contractors
- Designing and erecting combined: single-family houses-general con-
- Home improvements, single-family-general contractors
- House construction, single-family-general contractors
- House: shell erection, single-family-general contractors
- Mobile home repair, on site-general contractors
- Modular housing, single-family (assembled on site)-general
- One-family house construction-general contractors
- Prefabricated single-family houses erection-general contractors
- Premanufactured housing, single-family (assembled on site)-general
- Remodeling buildings, single-family-general contractors
- Renovating buildings, single-family-general contractors
- Repairing buildings, single-family-general contractors
- Residential construction, single-family-general contractors
- Rowhouse (single family) construction-general contractors
- Townhouse construction-general contractors

Special Use

Nehmey Construction intends to utilize the existing building and site for a design center, offices, conference room, workshop, and interior storage. The proposed hours of operations are Monday through Friday from 9:00 a.m. to 5:00 p.m. According to the applicant, no outdoor storage is proposed.

The attached project narrative submitted by the applicant provides additional details regarding the proposed use. The applicant also submitted responses to Section 15-3.0701, General Standards for Special Uses, for Plan Commission review and consideration.

Project Description/Analysis:

The subject site has an area of approximately 1.264 acres or 55,060 square feet. The property currently consists of a one-story building, gravel parking lot, and a 5-bay detached garage building.

The applicant is generally proposing to occupy the site in its current condition, but has noted building and site changes consisting of a new front door/entrance, installation of ADA compliant railings along the exterior ramps and stairs, and the delineation of parking spaces with parking barriers. The interior of the building will also be remodeled.

The applicant has stated that there are plans to pave the parking lot in the future. At that time, the applicant plans to reduce the size of the parking lot slightly, add greenspace, and stripe the parking lot. The applicant anticipates this would be completed within four years of occupying the site.

A landscape and lighting plan were not provided. The applicant intends to add plantings to the site in spring 2025. Exterior lighting is also anticipated in the future. Once proposed, staff recommends that a Landscape Plan and Lighting Plan shall be provided for Plan Commission review and approval. Alternatively, the Plan Commission may direct staff to review and approve landscaping and lighting in the future via a Minor Site Plan Amendment Application.

Staff suggests that the parking lot be paved as part of this project, prior to issuance of an Occupancy Permit. Staff further suggests that the paving require a Minor Site Plan Amendment Application for staff review and approval. The proposed Site Plan shall include the following:

- a. In accordance with Section 15-5.0202.B. of the UDO, parking spaces shall be a minimum of 9-feet wide and 180 square feet in area. Parking spaces abutting curbs may be 9-feet and 18-feet in length, which would account for an overhang.
- b. Establishment of a minimum 10-foot setback for the parking lot and drives per Section 15-5.0202.C.4.
- c. Elimination of the front parking spaces that abut and would back up directly onto W. St. Martins Road.
- d. Installation of concrete curb and gutter as required by Section 15-5.0202E.1. (Note this section specifically states that the Plan Commission may waive this requirement.)
- e. Creation of a single ingress/egress opening in accordance with Section 15-5.0207.
- f. Provide landscaping quantities in compliance with Table 15-5.0302.
- g. Submittal of completed Site Intensity and Capacity Calculations worksheets, which can be found within Division 15-3.0500 of the UDO.

Alternatively, the above items may be considered at a later date, if and when improvements are proposed. It should be noted that Plan Commission or staff review would be required in the future depending upon the improvements and compliance with current UDO standards.

Parking

The parking lot contains 18 parking spaces, including one ADA accessible space, which is in compliance with UDO standards. This quantity of parking is also compliant with a general office type use with a ratio of about 3.33 parking spaces per 1,000 square feet of gross floor area.

It should also be noted that the VB District does not necessarily require off-street parking. In this case, considering this specific site and use, staff finds the proposed parking to be appropriate.

“Special Consideration for the Provision of Off-Street Parking in the VB District. Generally, off-street parking is not required in this district. However, the City Plan Commission may require off-street parking under those circumstances where a property is under single ownership and sufficient space is available on-site.”

Natural Resources

Wisconsin Department of Natural Resources mapping shows a mapped wetland located on the adjacent parcel to the southeast. The mapped wetland area is over 100-feet from any future land

disturbing activities of this project. The potential future modifications are also existing impervious areas. As such, staff did not recommend or require completion of a Natural Resource Protection Plan.

Signs

Any proposed signage is subject to review and approval of a Sign Permit and must be in compliance with City of Franklin sign regulations.

Staff Recommendation:

City Development Staff recommends approval of the Unified Development Ordinance and Special Use applications for Nehmey Construction, Inc., subject to the staff recommended conditions of approval.

PROJECT NARRATIVE

Date: September, 5 ,2024

Submitted to: City of Franklin Plan Commission

Applicant: Nehmey Construction Inc.
John Nehmey Founder/President
2411 W. Southland Dr.
Oak Creek, WI, 53154

Property Owner: 11123 W. St Martins Rd. LLC.
11123 W. St. Martins Rd.
Franklin, WI 53132

Zoning District: Village Business (VB)

Formal Amendment and Special Use Request:

Nehmey Construction, Inc requests to amend Table 15-3.0603 of the Unified Development Ordinance (UDO) to allow Single-Family housing Construction SIC No. 1521 elsewhere Classified as a Special Use within the Village Business District (VB). Currently this SIC Code is not allowed.

Special Use:

Nehmey Construction, Inc plans to utilize the existing building to operate a Design Center, Offices, Conference room, workshop and internal storage area for construction materials.

Project Overview:

This Project is Proposing an Amendment to the Zoning District Table (15-3.0603) of the Unified Development Ordinance (UDO) of the City of Franklin to allow Nehmey Construction Inc. to Occupy, and Operate out of the 11123 W. St. Martins Rd. Property, currently owned by the 11123 W. St. Martins Rd. LLC. Currently the Property's Zoning code is Village Business (VB) which would not permit Nehmey Construction Inc. to operate out of the property. Therefore, Nehmey Construction Inc. is requesting that the City of Franklin formally amend their Unified Development Ordinance (UDO) so that the Village Business (VB) zoning designation allows for Special Use permission for the Standard Industrial Classification (SIC) 1521 (Single Family Housing Construction), which would allow Nehmey Construction Inc. to operate out of the property. Subsequently, Nehmey Construction Inc. will also remodel the interior of the property to adequately allow for business operations to begin on the property.

Project Goals and Outcomes:

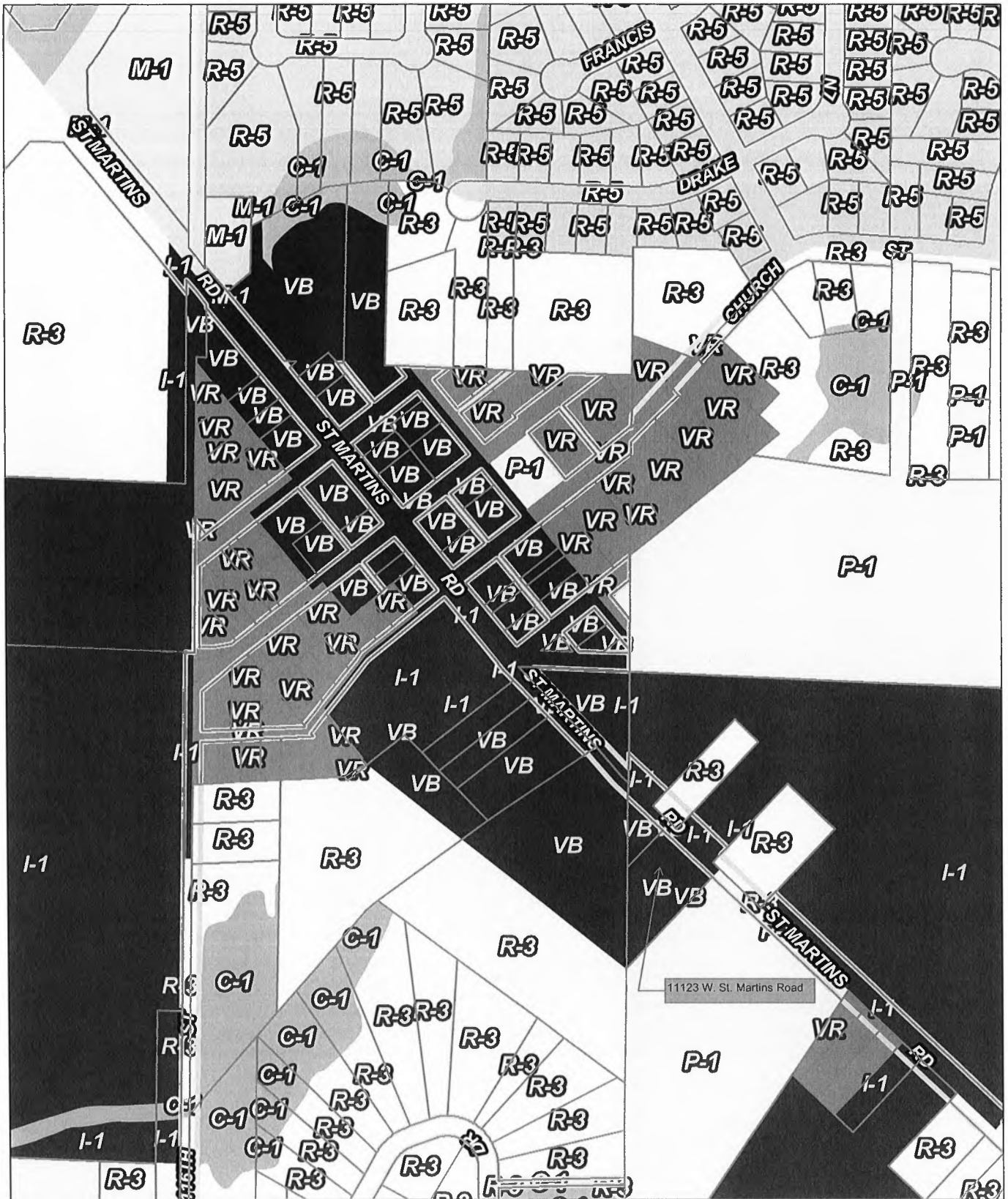
The Goal of Nehmey Construction Inc.'s request for an Amendment to the Zoning District Table (15-3.0603) of the Unified Development Ordinance is to allow Nehmey Construction Inc. to occupy and utilize the 11123 W. St. Martins Rd. property as the home for their Design Build Remodeling Firm. Nehmey Construction Inc. is committed to retaining the Historic character of the property while also modernizing the interior spaces to bring it up to ADA compliance. Nehmey Construction Inc. plans to convert the 11123 W. St. Martins Rd. property into a building suitable to operate a Design Center, Offices, Conference room, Workshop and internal storage area to adequately run their Design, Build, Remodel Firm. The basement of the property will act as a workshop and storage area for any and all construction materials that would be used by Nehmey Construction Inc. On the Main Floor, the Design Center, Offices and Conference Room

will all facilitate the ability of Nehmey Construction Inc., and its prospective customers, to plan any and all steps of the remodeling process. There are no plans to change the exterior siding and roof of the building, instead it is preferred that the original design is retained, including the current door locations with a new door installed at the front of the building and ADA compliant railings on the exterior ramps and stairs. In an effort to celebrate the vibrant history of not only the 11123 W. St. Martins Rd. property but the area in general, they plan to have the side entrance lead to a Gallery that contains signage and historic pictures from and of the original hardware store, which will also be accessible from the Design Center at the front of the building. Alongside the aforementioned efforts, Nehmey Construction also plans to refurbish and integrate the original exposed Timber in the design layout of the building as another way to celebrate the rich history of the property. Nehmey Construction Inc. plans to operate this project within all of the outlined standards in Section 15-3.0701A of the Franklin UDO. Nehmey Construction plans to keep the property layout the same (aside from paving the parking lot) therefore this project will not have any Undue Adverse Impact, nor will it Interfere with Surrounding Development or cause Traffic Congestion. Likewise, Nehmey Construction Inc. plans to keep the existing exterior therefore not destroying the Significant Historical Feature of the 11123 W. St. Martins Rd. property. Finally, Nehmey Construction Inc. is fully committed to be in compliance with all Standards required by the Franklin Common Council. Outside of remodeling the property, Nehmey Construction Inc. will continue the existing practices regarding the property and the St. Martins Rd. Fair.

History of Nehmey Construction:

Ever since its founding in 1996, Nehmey Construction Inc. has been committed to providing Residential Remodeling to the Greater Milwaukee Area. Not only is Nehmey Construction committed to providing this service to the citizens of the Greater Milwaukee Area, but it is also committed to working with other small businesses that operate in the Milwaukee Area. They work closely with a select group of Subcontractors and suppliers that are all located and operate in the Milwaukee Area to foster and grow small businesses in Southeast Wisconsin. This commitment has been highlighted by the numerous positions Founder John Nehmey has held within the Milwaukee Chapter of the National Association of the Remodeling Industry (NARI) of which Nehmey Construction Inc. has been a proud member since 2002. John is a NARI Master Certified Remodeler and has held positions on the NARI Board of Directors and its Home Improvement Show Committee. John also is the 2007 NARI Certified Professional of the Year, recipient of the 2021 NARI Remodeler of the Year Professionalism Award the 2009 recipient of the Gordy Ziglinski "Spirit of Education" Award for his commitment to the improvement of youth education in the Remodeling Industry. Nehmey Construction Inc. is also certified through the State of Wisconsin for Lead Safe Remodeling. They have also worked closely with Veterans Affairs to provide any and all remodeling needs of Veterans in the Greater Milwaukee Area to assure that their homes are ADA compliant. Nehmey Construction is also dedicated to increasing youth involvement in the trades has primarily been through the Milwaukee NARI chapter and Thomas Hermann, the Youth Apprentice Coordinator of the Southwest Milwaukee Consortium School to Career Program. Nehmey Construction has hired multiple Youth Apprentices through their work in this Program and has been present at numerous Job Fairs run by this group to provide insight into the trades for students of the Greater Milwaukee Area. Aside from the Youth Apprenticeship Program, Nehmey Construction is also involved in the Milwaukee NARI chapter's youth outreach program. Currently they are partnered with Oak Creek High School in the Milwaukee NARI Next Gen Trade Challenge which aims for an Increase in the involvement of Trades programs in High Schools across the Greater Milwaukee Area.

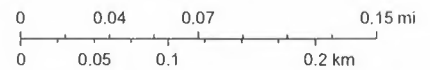
VB Village District



10/31/2024, 8:59:27 PM

 Parcel

1:4,514



SEWRPC, Maxar, City of Franklin, WI

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/24
REPORTS & RECOMMENDATIONS	Resolution imposing conditions and restrictions for the approval of a Special Use for a design build remodeling business use upon property located at 11123 West St. Martins Road (Nehmey Construction, Inc., Applicant) (St Martins Holdings, LLC, Property Owner)	ITEM NUMBER D. 3, Ald. Dist. #6
<p>At its November 7, 2024, regular meeting, the Plan Commission unanimously recommended approval of a resolution imposing conditions and restrictions for the approval of a Special Use for a design build remodeling business use upon property located at 11123 West St. Martins Road (Nehmey Construction, Inc., Applicant) (St Martins Holdings, LLC, Property Owner).</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2024-____, imposing conditions and restrictions for the approval of a Special Use for a design build remodeling business use upon property located at 11123 West St. Martins Road (Nehmey Construction, Inc., Applicant) (St Martins Holdings, LLC, Property Owner).</p>		

Department of City Development: NJF

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR A DESIGN BUILD REMODELING
BUSINESS USE UPON PROPERTY LOCATED AT 11123 WEST ST. MARTINS
ROAD (NEHMEY CONSTRUCTION, INC., APPLICANT)
(ST MARTINS HOLDINGS, LLC, PROPERTY
OWNER)

WHEREAS, Nehmey Construction, Inc., having petitioned the City of Franklin for the approval of a Special Use for a design build remodeling business use upon property located at 11123 W. St. Martins Road, zoned VB Village Business District. The property which is the subject of the application bears Tax Key No. 799 9989 008 and is more particularly described as follows:

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5209, BEING A PART OF
THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4
OF SECTION 18, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15- 9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 7th day of November, 2024, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that they will not have an undue adverse impact upon adjoining property; that they will not interfere with the development of neighboring property; that they will be served adequately by essential public facilities and services; that they will not cause undue traffic congestion; and that they will not result in damage to property of significant importance to nature, history or the like; and

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

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

NEHMEY CONSTRUCTION, INC. – SPECIAL USE RESOLUTION
NO. 2024-_____

the City of Franklin, Wisconsin, that the petition of Nehmey Construction, Inc. for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Nehmey Construction, Inc., successors and assigns, for a design build remodeling business use, which shall be developed in substantial compliance with, and owned and operated and maintained by Nehmey Construction, Inc., pursuant to those plans City dated October 25, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. Nehmey Construction, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consultants to the City of Franklin, for the Nehmey Construction, Inc. Special Use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Nehmey Construction, Inc. Special Use for the property located at 11123 W. St. Martins Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The submission of a Landscape Plan and Lighting Plan shall be provided for Planning Department staff review and approval prior to installation of any landscaping or lighting for the subject property.

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

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

NEHMEY CONSTRUCTION, INC. – SPECIAL USE RESOLUTION
NO. 2024-_____

of that or any other violation.

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

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

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

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

Passed and adopted at a regular 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 ____

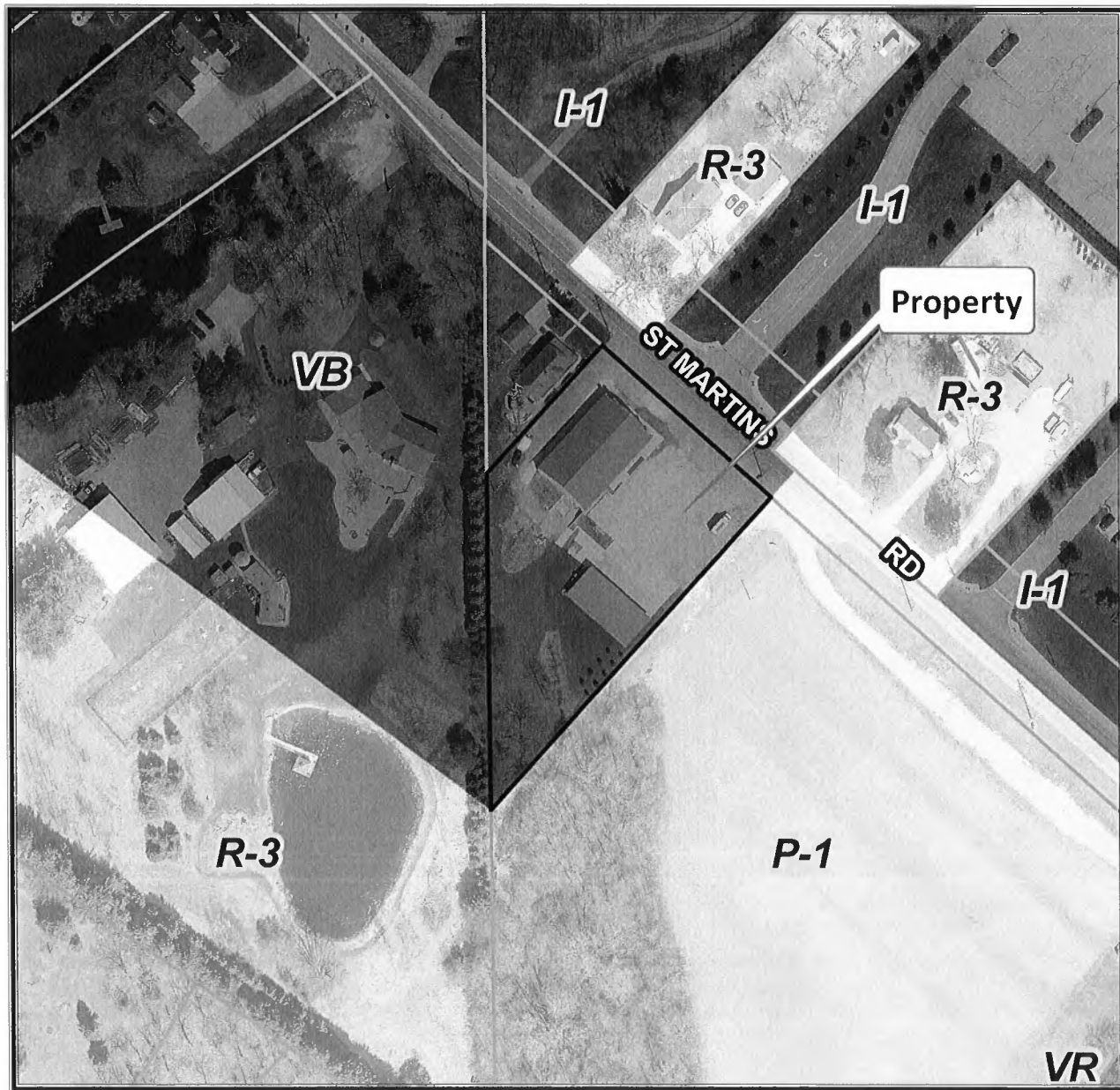
NEHMEY CONSTRUCTION, INC. – SPECIAL USE RESOLUTION
NO. 2024-_____

EXHIBIT A

PLANS DATED OCTOBER 25, 2024

ATTACHED HERETO

11123 W. St. Martins Road
TKN 799 9989 008



Planning Department
(414) 425-4024

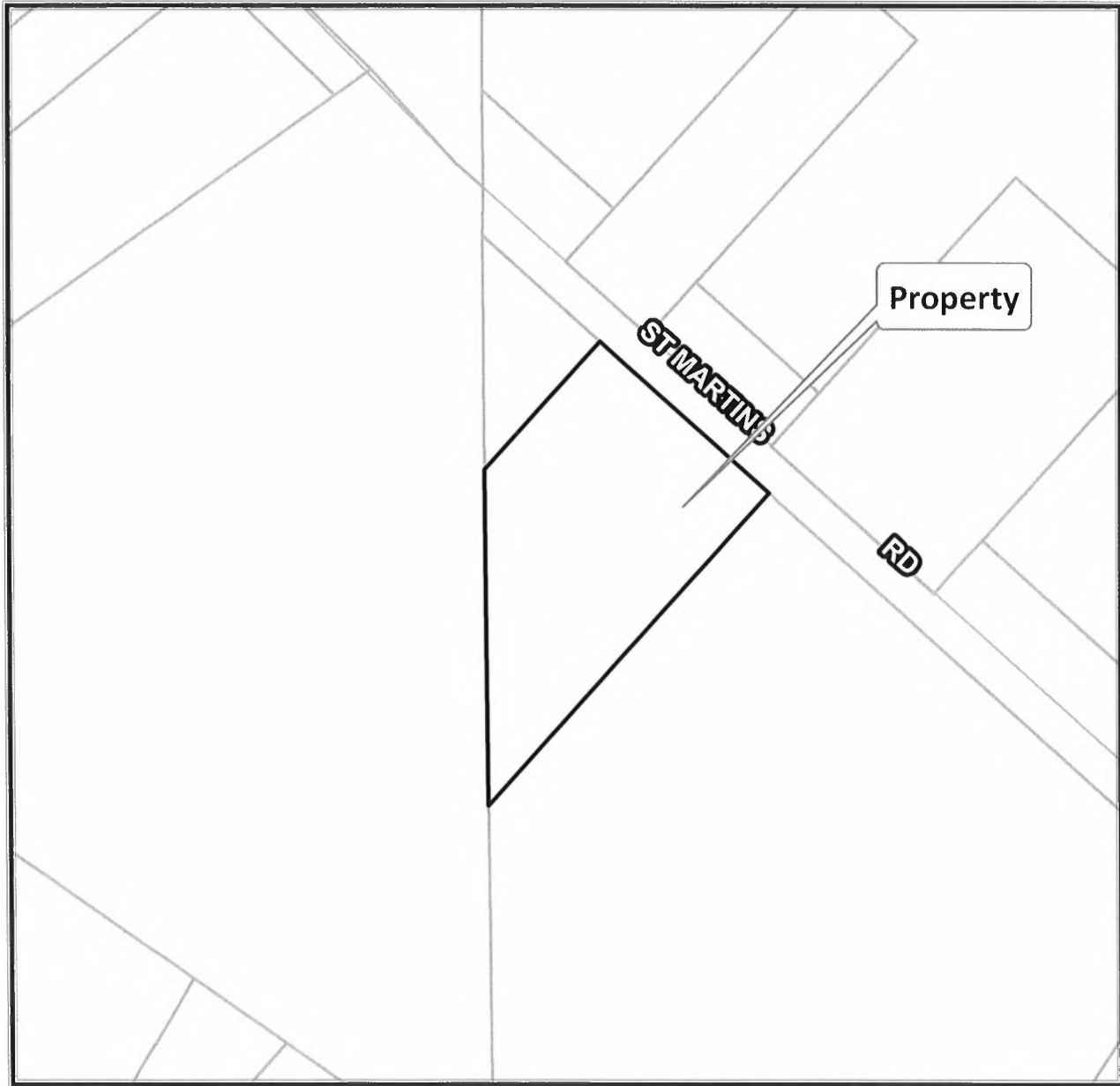
0 87.5 175 350 Feet



2021 Aerial Photo

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

11123 W. St. Martins Road
TKN 799 9989 008



Planning Department
(414) 425-4024

0 87.5 175 350 Feet

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



2021 Aerial Photo

City of Franklin
Department of City Development

Date: October 22, 2024

To: John Nehmey, Nehmey Construction, Inc.

From: Nick Fuchs, Associate Planner
Department of City Development

RE: Staff Comments – Unified Development Ordinance Text Amendment (City-wide) and
Special Use (11123 W. St. Martins Road)

Please be advised that City Staff has reviewed the above applications. Department comments are as follows for the Unified Development Ordinance and Special Use:

Department of City Development

1. Please confirm that no outdoor storage is proposed. ***All Storage of Materials will be inside of the building on the property***
2. Please provide responses to special use standards, Section 15-3.0701A. & C. of the UDO. ***See Attached Sheet***
3. What are the proposed hours of operation? ***M-F 9AM-5PM or by Appt.***
4. It appears it is proposed to repave the existing parking lot. Is that correct? Are the boundaries of the parking lot changing? ***Initial plan is to not pave parking lot but designate parking spaces with parking barriers, but to pave the lot at a later date. We plan to shrink the parking lot slightly to allow for more green spaces around the building and at the edge of the property. (See attached Plans)***
5. It is recommended that plantings and a bufferyard be established between this property and the adjacent single-family use. ***See Attached Plans for Green Spaces on Front and Sides of Property, as of right now Nehmey Construction Inc. does not have any specifics on what will be in these green spaces but that they will be there.***
6. Will the parking lot be striped? ***Once Paved, yes***
7. Please provide a site data table on the Site Plan that includes site size, proposed number of parking spaces, and existing and proposed impervious surface and greenspace (in square feet). ***See the Updated Attached Plans***
8. Please submit completed Site Intensity and Capacity Calculations worksheets, which can be found within Division 15-3.0500 of the UDO.
9. Is any landscaping proposed? Install additional landscape plantings within or around the perimeter of the parking lot as required by Section 15-5.0202H (below). ***Due to the Timeframe of which these comments were returned to us and the October 28th deadline for all paperwork submitted to the City of Franklin, Nehmey Construction does not have a specific plan of Landscaping for the property, but is currently working on one.***
Landscaping. All public off-street parking areas which serve five vehicles or more and are created or redesigned and rebuilt subsequent to the adoption of this Ordinance shall be provided with accessory landscape areas meeting all applicable requirements of Division 15-5.0300 of this Ordinance.
10. Note that there is a mapped wetland adjacent to the property to the southeast. As site work is occurring over existing impervious surface areas and the mapped wetland is over

100 feet from any proposed disturbance, staff is not recommending or requiring submittal of a Natural Resource Protection Plan. Note that ultimately it is up to the Plan Commission if that plan or a letter indicating no natural resources are located onsite is needed.

11. Is any new lighting proposed? If so, please provide a Lighting Plan that includes mounting heights, a photometric plan as well as cut sheets or catalog pages of the proposed light fixtures. ***Due to the Timeframe of which these comments were returned to us and the October 28th deadline for all paperwork submitted to the City of Franklin, Nehmey Construction does not have a lighting plan with proposed fixtures at this time but is working on one.***
12. Are there any details that could be provided for the proposed improvements to the front entrance? ***We plan to have a Standard Commercial Aluminum storefront door to match side entrance door.***
13. Staff understands that this is a redevelopment and improvement of existing conditions of the property. With that said, the following are suggested improvements to conform with current UDO standards. Staff anticipates recommending that the Plan Commission review any unresolved items and require modifications that they find are commensurate with the proposed site improvements. Staff anticipates recommending that improvements to conform with the following suggestions be allowed via staff review of a Minor Site Plan Amendment.
 - a. In accordance with Section 15-5.0202.B. of the UDO, parking spaces should be a minimum of 9-feet wide and 180 square feet in area. Parking spaces abutting curbs may be 9-feet and 18-feet in length, which would account for an overhang.
 - b. Establish a minimum 10-foot setback for the parking lot and drives per Section 15-5.0202.C.4.
 - c. Eliminate the front parking spaces that abut and would back up directly onto W. St. Martins Road.
 - d. Install concrete curb and gutter as required by Section 15-5.0202E.1. Note this section specifically states that the Plan Commission may waive this requirement.
 - e. Create a single ingress/egress opening in accordance with Section 15-5.0207.
 - f. Provide landscaping quantities in compliance with Table 15-5.0302.

Health Department Comments

Facility must comply with all Wisconsin Food Code requirements including obtaining a Retail Food Establishment License from Franklin Health Dept. Any formal plans for building or plumbing must be submitted to the health dept for review. Prior to issuing license, a complete plan review will be conducted. FHD will need Specs for kitchen equipment, menu and application submitted. Plan review letter will be issued once all information is submitted.

Fire Department Comments

1. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
2. Fire Extinguisher placement as per NFPA 10.
3. At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.
4. Master Key set required for placement in Knox Box.
5. Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>

Exhibit A

§ 15-3.0701 General Standards for Special Uses.

A.

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

1.

Ordinance and Comprehensive Master Plan Purposes and Intent. The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof. ***Nehmey Construction Inc. is committed to working with the City of Franklin Comprehensive Master Plan and operate within its guidelines.***

2.

No Undue Adverse Impact The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood. ***Being a small family-owned remodeling company, Nehmey Construction Inc. will not have any adverse effects on the surrounding area, but instead wants to work with the community to create a strong, lasting, and positive relationship.***

3

No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations ***Because Nehmey Construction Inc. plans to mainly focus on renovating the interior with minor changes to the exterior (new front door, more green spaces, etc...) we believe that there will be no interference with the development of the surrounding areas.***

4.

Adequate Public Facilities The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities ***As a Design Build Remodeling Firm, Nehmey Construction Inc. will have all necessary services required for commercial occupation of the property, all of which are marked on the proposed renovation plans.***

5.

No Traffic Congestion The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets ***Nehmey Construction Inc. believes that the building in its current iteration does not cause any undue traffic congestion due to its location, and with an already adequate parking area will allow for Nehmey***

Construction Inc. to facilitate any and all facets of its Residential Design Build Remodeling firm, while still allowing for the proper flow of traffic.

6.

No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. ***Nehmey Construction Inc. plans to keep the exterior of the building mainly intact, but does plan to add a new front door to the property.***

7.

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

C.

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

1.

Public Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community ***Nehmey Construction Inc. has and will continue to service Families within the City of Franklin and across the Greater Milwaukee Metro Area since its founding. Nehmey Construction's ability to occupy this property will allow further strengthening of this already strong relationship, while also fostering a relationship with the City of Franklin itself.***

2.

Alternative Locations Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site ***There are no alternative locations that Nehmey Construction Inc. has that would suit its needs as well as the 11123 W. St. Martins Rd. property, due to its location within the City of Franklin and the layout of the building itself.***

3.

Mitigation of Adverse Impacts Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening ***See 15-30701 A #2-3***

4.

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

REQUIRED PARKING SPACE CALCULATIONS

MINIMUM SPACES PER GROSS FEET

MINIMUM SPACES REQUIRED

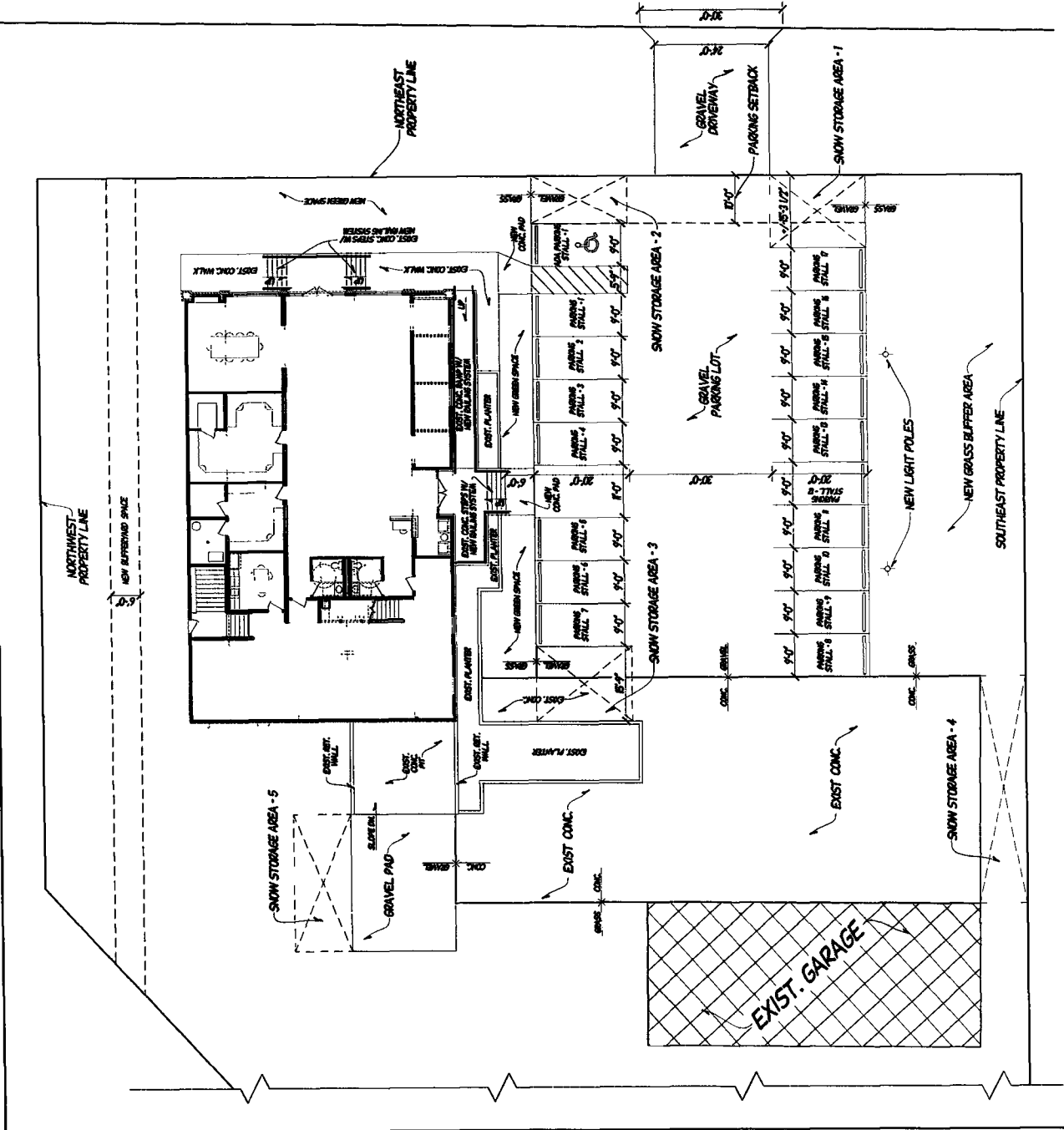
SUMMARY

ASSETS THE ANNUAL FINANCIAL STATEMENTS ALLOWED OF 601

PROPOSED SITE PLAN

NOTE:
 INFORMATION ON SITE PLAN IS
 SUBJECT TO APPROVAL BY CITY PL
 DEPT. 1-20-2011 AND 1-20-2011

NOTES:



BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to accept the 2025 Division of Public Health Consolidated Contracts to continue funding health department grants.	ITEM NUMBER D.4.
<p>Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The grant project periods for the grant awards below have been extended from a project period end date in 2024 to an updated end date of June 30, 2025 requiring an updated contract signature:</p> <ul style="list-style-type: none"> • Bioterrorism Focus Planning (Public Health Emergency Preparedness) Grant: \$23,784 • Bioterrorism Preparedness (Cities Readiness Initiative) Grant: \$12,710 • PH Workforce Grant: \$30,759 <p>These grants assist the FHD in offering 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. Additionally, the funding supports the FHD in planning for natural and public health disasters at the Community level.</p> <p>Recommendation: The Director of Health and Human Services recommends approval to accept the 2025 Division of Public Health Consolidated Contract 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.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>The Director of Health and Human Services requests a motion to approve the acceptance of the 2025 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.</p>		

Health Department: LG

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

Agreement Number: **435100-G24-DPHCC24-26 M6**

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:

N/A

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.

Name:

Title:

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Franklin HD
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G24-DPHCC24-26 M6

DPH Contract No.: 62118-6

Agreement Amount: \$67,253

Agreement Term Period: 10/1/2023 to 9/30/2025

GEARS Pre-Packet No: 27755, 27723

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Lauren Gottlieb

Grantee Address: 9229 W LOOMIS RD, FRANKLIN,
WI, 531329728

Grantee Email: LLube@franklinwi.gov

Modification Description: We are adding funding for the Workforce Development Program (Profile 155812), the Public Health Emergency Preparedness (PHEP) Program (Profile 155050) and the Cities Readiness Initiative (CRI) Program (155191). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee
Entity Name: _____

Authorized Representative

Name: Lauren Gottlieb

Title: Director of Health and Human Services

Signature: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

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.

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.

GEARS PAYMENT INFORMATION***DHS GEARS STAFF INTERNAL USE ONLY*****GEARS PAYMENT INFORMATION**

The information below is used by the 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	See Below	See Below	\$67,253

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155812	PH Workforce	10/1/2023-6/30/2025	-	\$30,759	\$30,759	N/A
155050	BIOTERRORISM PREPAREDNESS	7/1/2024-6/30/2025	-	\$23,784	\$23,784	N/A
155191	BIOT PREPARE - CRI	7/1/2024-6/30/2025	-	\$12,710	\$12,710	N/A
					\$67,253	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155812	155050	155191
FAIN	NU90TP922132	NU90TP922055	NU90TP922055
Federal Award Date	5/2/2024	5/30/2024	5/30/2024
Sub-award period of Performance Start Date	10/1/2023	7/1/2024	7/1/2024
Sub-award period of Performance End Date	6/30/2025	6/30/2025	6/30/2025
Amount of Federal Funds obligated in the subaward	\$30,759	\$23,784	\$12,710
Total Amount of Federal Funds obligated	\$30,759	\$23,784	\$12,710
Federal Award Project Description	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies
Federal Awarding Agency Name (Department)	Department of Health and Human Services - Centers for Disease Control and Prevention	Department of Health and Human Services - Centers for Disease Control and Prevention	Department of Health and Human Services - Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622	608-266-9622
Assistance Listings Number	93.354	93.069	93.069
Assistance Listings Name	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Total made available under each Federal award at the time of disbursement	\$35,035,171	\$12,412,034	\$12,412,034
R&D?	No	No	No
Indirect Cost Rate	7.5%	7.5%	7.5%

Local and Tribal Public Health Emergency Preparedness Contract Objectives Centers for Disease Control and Prevention (CDC) Cooperative Agreement Budget Period 1901-05 No Cost Extension: July 1, 2024 – June 30, 2025

LTPHA BP-1901-05 No Cost Extension Contract Objectives and Deliverables

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and Tribal public health agencies (LTPHAs) during the budget period from July 1, 2024 to June 30, 2025 with the goal of moving Wisconsin local and Tribal public health emergency preparedness efforts forward.

These objectives are based on the Public Health Emergency Preparedness and Response Capabilities, which CDC released in 2018 and updated in 2019, as well as the CDC Response Readiness Framework released in 2024.

During this budget period, DHS anticipates that LTPHAs will continue to use a “whole community” approach as defined by FEMA. A “whole community” approach is the idea that preparedness is a shared responsibility that must include the full range of preparedness stakeholders, including not just government, but also individuals and families (including those with access and functional needs), businesses, community organizations, schools, nonprofits, media outlets, and more.

Planning for a whole community should address health equity issues by considering individuals with access and functional needs. Per CDC’s Access and Functional Needs Toolkit (March 2021), The term “access and functional needs” refers to individuals with and without disabilities, who may need additional assistance because of any condition (temporary or permanent) that may limit their ability to act in an emergency. Individuals with access and functional needs do not require any kind of diagnosis or specific evaluation. Populations with access and functional needs may include but are not limited to:

- Children and youth
- Individuals with chronic diseases or underlying conditions
- Individuals with cognitive impairment
- Individuals with developmental disabilities
- Individuals with hearing impairment
- Individuals experiencing homelessness or housing instability
- Individuals with language barriers and/or limited English proficiency
- Marginalized populations experiencing social, political, or economic exclusions, such as people living in poverty, people experiencing racism, or people who are undocumented
- Older population
- Individuals with limited access to transportation
- Individuals with limited access to the internet or Wi-Fi
- Underserved communities, such as rural or uninsured/underinsured communities
- Individuals with visual impairment
- People who are pregnant
- Others

Using PHEP Funds for Response

During this budget period, LTPHAs may use PHEP funding to support response activities if the activities support progress toward achieving CDC’s public health preparedness and response capabilities and

demonstrate related operational readiness. PHEP cooperative agreement funding is intended primarily to support preparedness activities that help ensure state and local public health departments are prepared to prevent, detect, respond to, mitigate, and recover from a variety of public health threats. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and Tribal governments to respond to public health threats. LTPHAs must receive prior approval from the Wisconsin PHEP program for any proposed response activities.

Joint PHEP/HPP Activities

Objectives that align with program requirements as set forth by the CDC PHEP program and the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) are indicated as a '(Joint PHEP/HPP Activity)'. The Wisconsin PHEP program recommends that LTPHAs coordinate with their regional Healthcare Emergency Readiness Coalition (HERC) on these activities.

Required Reporting

Year-end reporting on all contract deliverables is due June 30, 2025. Required reporting will be accessed via the Partner Communications and Alerting (PCA) Portal once available. Additional information about year-end reporting will be communicated to local and Tribal preparedness staff throughout the budget period via email communications and PHEP Questions and Answers (Q&A) webinars. Local and Tribal preparedness staff should sign up to receive Public Health Emergency Preparedness email communications if they have not already.

Contract Objectives

Budget Management

No Cost Extension funds are to be used to continue activities and expenditures identified in the LTPHA's approved BP5 budget. As such, LTPHAs will not be required to submit a new budget for BP5 NCE funds. All LTPHAs will report final expenditures by editing the agency's original submitted Local and Tribal Preparedness Budget Form on the PCA Portal. To request access to the PCA Portal, please contact DHSPCAPortal@dhs.wisconsin.gov.

Deliverable 1: By August 15, 2025, submit final expenditures on the PCA Portal.

Capability 1: Community Preparedness (recurring objectives)

Function 1: Determine risks to the health of the jurisdiction.

1. (Joint PHEP/HPP Activity) All LTPHAs will conduct a hazard vulnerability assessment (HVA), update their current HVA, or participate in their regional Healthcare Emergency Readiness Coalition (HERC) HVA process or other collaborative HVA process to provide input and feedback. LTPHAs must incorporate considerations for populations that may be disproportionately impacted by incidents or events.
 - a. LTPHAs should strive to identify and prioritize jurisdictional risks, risk-reduction strategies, and risk-mitigation efforts in coordination with community partners and stakeholders.

- b. To align with HERC HVA processes, LTPHAs should strive to identify resources that are most likely to be scarce in the event of each of the top 5 hazards.

Note: A hazard vulnerability assessment is sometimes also referred to as a hazard analysis or a risk assessment.

Deliverable 3: By June 30, 2025, conduct an HVA, update a current HVA, or participate in your regional HERC HVA process or other collaborative HVA process and report completion status, including how considerations for disproportionately impacted populations were incorporated. LTPHAs that do not participate in their regional HERC HVA process must share the results with their regional HERC Coordinator.

Function 2: Strengthen community partnerships to support public health preparedness.

Function 3: Coordinate with partners and share information through community social networks.

2. (Joint PHEP/HPP Activity) All LTPHAs will play an active role in their regional Wisconsin Healthcare Emergency Readiness Coalition (HERC), including participation in strategic planning, relevant trainings, exercises, and other activities. Contact your regional HERC Coordinator for more information.

Deliverable 4: By June 30, 2025, maintain involvement in regional HERC and report in what capacity your LTPHA was involved.

3. (Joint PHEP/HPP Activity) All LTPHAs will submit evidence of working with partners that support public health preparedness, response, or recovery activities. Identified partners may support risk-mitigation, coordinate delivery of public health messages and services, and improve emergency operation and preparedness services for their communities. These should include partners that support populations with access and functional needs.

Deliverable 5: By June 30, 2025, work with partners that support public health preparedness, response, or recovery activities and report 2-3 partners that serve populations with access and functional needs with whom you engage, including name, type, access and functional needs population groups represented, and current or planned methods for engagement.

Capability 3: Emergency Operations Coordination (recurring objectives)

Function 1: Conduct preliminary assessment to determine the need for activation of public health emergency operations.

4. All LTPHA staff assigned to preparedness and/or response roles will complete at minimum the following National Incident Management System (NIMS) courses within six months of hire or assignment: Introduction to Incident Command System (IS-100.c); Incident Command System for Single Resources and Initial Action Incidents (IS-200.c); National Incident Management System, An Introduction (IS-700.b); and National Response Framework, An Introduction (IS-800.d).

Deliverable 6: By June 30, 2025, all staff assigned to preparedness and/or response roles will complete minimum required NIMS courses (IS-100, IS-200, IS-700, IS-800) within six months of hire or assignment and LTPHAs will report completion status.

5. All LTPHAs will maintain a minimum of three emergency contacts on the PCA Portal and will update contact information annually. LTPHAs are strongly encouraged to include their health officer or Tribal health director as one of these contacts.

Deliverable 7: By June 30, 2025, ensure that your LTPHA has at least three staff with profiles on the PCA Portal and that these staff have reviewed their profile for accuracy, indicated their “emergency call list ranking”, and marked the checkbox next to “I have reviewed my profile”. Any changes to this contact information should be updated at the time of the change. LTPHA staff can make edits to their existing profile. If an LTPHA staff member profile needs to be removed, please send a request via email to DHSPCAPortal@dhs.wisconsin.gov.

Capability 6: Information Sharing (priority capability)

Function 1: Identify stakeholders that should be incorporated into information flow and define information sharing needs.

6. All LTPHAs will develop or maintain a roster of identified stakeholders to engage for bi-directional information exchange across partners and stakeholders.
 - a. LTPHAs should identify and include partners and stakeholders that serve populations with access and functional needs, including but not limited to those defined in CDC’s latest PHEP ORR guidance (see also page 1 of this document).

Deliverable 8: By June 30, 2025, develop or maintain a roster of identified stakeholders to engage for bi-directional information exchange and report 2-3 identified stakeholders. Successful completion of reporting for Deliverable 5 will satisfy reporting for this deliverable.

7. All LTPHAs will have procedures to review and regularly update a roster of identified stakeholders and information systems to store and retrieve stakeholder contact information in a timely manner.
 - a. Examples of procedures to maintain rosters may include but are not limited to participation in local or regional partner meetings and events, bidirectional email and phone communications, or conducting drills of communication platforms. These examples are provided for reference; LTPHAs are not expected to change their existing procedures if they meet the intent of this objective.
 - b. Examples of information systems used to store contact information may include but are not limited to Microsoft Excel, RAVE, and ReadyOp. These examples are provided for reference; LTPHAs are not expected to change their existing information systems if they meet the intent of this objective.

Deliverable 9: By June 30, 2025, report basic description of procedures and information systems used to maintain roster of identified stakeholders.

Capability 7: Mass Care (priority capability)

Function 1: Determine public health role in mass care operations.

8. All LTPHAs will have procedures to coordinate with ESF #6, #8, and #11 partners, including emergency management, environmental health, community-based organizations, human services, and other partners, to identify the jurisdictional public health agency lead or support role(s) for mass care.

Deliverable 10: By June 30, 2025, complete the mass care roles and responsibilities table (provided by the state PHEP program) in coordination with agency and community partners and submit to state PHEP program.

9. All LTPHAs will have at minimum one representative attend or watch recordings of coordination calls with representatives from Voluntary Organizations Active in Disaster (VOAD) such as Red Cross, Salvation Army, Team Rubicon, 2-1-1, and faith-based organizations, or other mass care partners such as human services and emergency management. These calls are anticipated to be included during scheduled PHEP Q&A webinars.

Deliverable 11: By June 30, 2025, report completion status.

Capability 15: Volunteer Management (recurring objectives)

Function 1: Recruit, coordinate, and train volunteers.

10. All LTPHAs will identify a jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator and review their contact information annually. Any changes in WEAVR administrator contact information should be reported at the time of the change by the Local Health Officer or Tribal Health Director to DHSWEAVRMail@dhs.wisconsin.gov.

Deliverable 12: By June 30, 2025, maintain jurisdictional WEAVR administrator contact information and report name, email, and phone.

Function 2: Notify, organize, assemble, and deploy volunteers.

11. All LTPHA Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrators will conduct at least one alerting drill or utilize the system during a real-world event to alert registered volunteers. Please contact DHSWEAVRMail@dhs.wisconsin.gov to set up a WEAVR orientation training or for questions or assistance needs regarding use of the system. WEAVR resources, including tip sheets, are available on the PCA Portal [Volunteer Management page](#).

Deliverable 13: By June 30, 2025, conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert registered volunteers and report name and date of drill or event, number of volunteers contacted, and number of volunteers that responded to the WEAVR message.

HSEEP Consistent After Action Report/Improvement Plan (recurring objective)

12. (Joint PHEP/HPP Activity) All LTPHAs will participate in at least one Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise. Use of Incident Command System (ICS) to manage a real event may be used in lieu of an exercise as long as an HSEEP consistent After Action Report (AAR)/Improvement Plan (IP) is completed. *Note: This AAR/IP may focus on any one or multiple of the 15 public health emergency preparedness and response capabilities.*

LTPHAs can participate with their regional HERC in the development of an AAR.

- a. All LTPHAs that received state-supplied vaccine to conduct a school-located mass vaccination exercise during budget period 1 (7/1/24 - 6/30/25) must complete an HSEEP consistent AAR/IP of the exercise using the Immunization Program Functional Exercise AAR/IP template. This AAR/IP will satisfy deliverable 14.

- b. Cities Readiness Initiative (CRI) jurisdictions are strongly encouraged to exercise processes for dispensing medical countermeasures (MCM) in Points of Dispensing/dispensing vaccination clinics (POD/DVC) sites.

For LTPHAs that received state-supplied vaccine to conduct a school-located mass vaccination exercise during budget period 1 (7/1/24 - 6/30/25): Deliverable 14: By April 30, 2025, post HSEEP consistent AAR/IP to the PCA Portal After Action Reports page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

For LTPHAs submitting other AARs: Deliverable 14: By June 30, 2025, post HSEEP consistent AAR/IP to the PCA Portal After Action Reports page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

Self-directed Objective

13. All LTPHAs will identify and complete one preparedness activity of their choosing that is reviewed and approved by the Wisconsin state PHEP program. This objective must:
 - a) support the building or sustaining of at least one CDC public health emergency preparedness and response capability.
 - b) incorporate considerations for at least one population with access and functional needs.
 - c) include a clearly defined performance measure.
 - d) identify a reasonable associated deliverable to be met by June 30, 2024.

Deliverable 15: By June 30, 2025, all LTPHAs will identify and complete a self-directed deliverable of their choosing that has been reviewed and approved by the state PHEP program.

Example:

Capability 6: Information Sharing

(Name of Health Department/Tribal Health Center) will develop or maintain system(s) or process(es) for information exchange with community members and/or key partners to improve information sharing for situational awareness during routine operations and public health events or incidents.

Deliverable: By June 30, 2023, XX Health Department/Tribal Health Center will incorporate at minimum 2 additional demographic data metrics into existing public health data dashboards based on input from partners that serve populations with access and functional needs.

Additional examples of self-directed deliverables conducted by LTPHAs during PHEP Budget Period 3 (7/1/22 – 6/30/23) are available to reference on the PCA Portal Local and Tribal Objectives page. Additional information about how LTPHAs submit and receive approval on self-directed deliverables will be made available via email communication.

Scope of Work

CDC Workforce Development Cooperative Agreement

October 1, 2023 – June 30, 2025

Background

The Wisconsin Department of Health Services (DHS), Office of Preparedness and Emergency Health Care (OPEHC) has established the following objectives and deliverables for completion by local and Tribal public health agencies (LTPHAs) during the performance period from October 1, 2023, to June 30, 2025, with the goal of improving Wisconsin local public health staffing capabilities.

Per federal direction and guidance, OPEHC anticipates that LTPHAs will establish, expand, train, and sustain the LTPHA public health workforce to support jurisdictional COVID-19 or other infectious disease outbreak prevention, preparedness, response, and recovery initiatives, including school-based health programs. OPEHC expects LTPHAs to use available funding to recruit, hire, and train personnel to address projected jurisdictional COVID-19 and other infectious disease response needs over the performance period, including hiring personnel to build capacity to address LTPHA public health priorities deriving from COVID-19 and other infectious disease outbreaks.

Scope of Services

Following is a list of allowable and potential employment positions that may be considered, as well as supportive services that may be provided under the WFD grant. This list is not exhaustive; OPEHC encourages recipients to think broadly and target hiring to meet their individual jurisdictional and local needs, as applicable.

WFD activities and expenses may include:

- Costs related to recruiting, hiring, and training of individuals to serve as professional or clinical staff, disease investigation staff, school nurses and school-based health services personnel, program staff, administrative staff, and any other positions as may be required to prevent, prepare for, and respond to COVID-19 or other infectious disease outbreaks. Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but are not limited to:
 - Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
 - Temporary or term-limited staff
 - Fellows
 - Interns
 - Contractors or contracted employees

- Various mechanisms to expand the public health workforce, including forming partnerships with academic institutions, creating internship or fellowship opportunities, and using temporary staffing or employment agencies.
- Equipment and supplies necessary to support the expanded workforce.
- Training and education for new and existing staff on topics such as incident management, health equity issues and working with underserved populations, or other needs identified by the jurisdiction.
- Workforce analyses and gap assessments to inform work plan activities and hiring goals.
- Administrative support services necessary to implement activities funded under this section, including travel and training.

A more detailed list of allowable and unallowable expenses for the WFD grant can be found in Addendum A: Allowable and Unallowable Expenses for the WFD Grant.

DHS reserves the right to reallocate any funding after January 1, 2025, to ensure that all grant funds are spent by the end of the grant period on June 30, 2025.

Budget and Work Plan Requirements

- LTPHAs will continue to use their originally submitted two-year budgets and work plans as a guideline for their grant activities, with an updated timeline of October 1, 2023, through June 30, 2025. Previously submitted and approved budgets can be found on the Partner Communication and Alerting (PCA) Portal. To request access to the PCA Portal, please send an email to: DHSPCAPortal@wi.gov.
- OPEHC allows LTPHAs to move up to 25 percent of their overall approved budget allocation between existing line items (within or between categories) without prior approval. Any change over 25 percent of the approved budget requires prior approval from OPEHC.
- Any budget change involving the addition of a new line item that did not appear in the initial approved budget requires prior approval from OPEHC.
- Any changes to contractors such as identifying a supplier to fill a "to be named" slot on an initial budget, increases to contracted amount(s), or hiring new contractors that are not in the current approved budget will require budget revisions.
- Whether or not a formal budget revision is required, grantees are advised to reflect changes in the semi-annual REDCap reporting mechanism.

Reporting Expectations

Progress reports must be submitted by LTPHAs every six months. Per CDC requirements, LTPHAs must report hiring across the categories of personnel described in the Scope of Services section of this scope of work. Progress reports will also include measured progress against diversity, equity, and inclusion (DEI) metrics determined by OPEHC and CDC. OPEHC will provide individual links to LTPHAs to complete this semi-annual reporting via REDCap survey.

Invoicing Requirements

Funds will be reimbursed through the Grant Enrollment, Application and Reporting System (GEARS) Profile #155812 (local health departments) and 65812 (Tribes). GEARS expenses must be submitted as actual monthly expenses (either paid or incurred), and these expenses must align with the approved budget and the term and conditions of this agreement.

- GEARS Expense Report and Payment Schedule: Grantee must report costs incurred on the GEARS Expenditure Report Form (F-00642) and submit the GEARS Expenditure Report by the 15th of the month via email to the GEARS unit (DHS600RCARS@dhs.wisconsin.gov).
- Final GEARS Expense reports are due no later than August 15, 2025.

GEARS Resources:

- [GEARS Payment Processing schedule](#)
- [GEARS Expenditure Reports guidance](#)

Questions about GEARS expense report(s) should be sent to DHSDESBFSCARS@dhs.wisconsin.gov. Include your Agency #, Agency Type, Agency Name, and "OTHER" in the subject line. Please copy DHSCOV19WFDgrant@dhs.wisconsin.gov on the message.

Deadlines and Important Dates

- October 1, 2023 – Start of the extended WFD grant project period
- June 30, 2025 – WFD grant project period ends
- August 15, 2025 – Deadline to submit final GEARS expense reports

Additional Information

It is the responsibility of the grantee to provide this Scope of Work document to appropriate agency staff responsible for programmatic and financial reporting requirements. The grantee is responsible for notifying DHS if there are any changes in contact information at the agency within ten (10) business days.

DHS Program Contact

For any questions regarding this scope of work or the WFD Grant, please email DHSCOV19WFDgrant@dhs.wisconsin.gov.

Addendum A: Allowable and Unallowable Expenses for the WFD Grant

Following is information on what expenses are allowable or unallowable for LTPHAs as part of the WFD grant. This list is not exhaustive. For any questions about the allowability of expenses, DHS staff are happy to provide a review of the item(s) in question. To request a review of expense(s), please email DHSCOV19WFDgrant@dhs.wisconsin.gov.

Recruitment and Hiring

Allowable Recruitment and Hiring Expenses

Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but are not limited to:

- Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period).
- Temporary or term-limited staff.
- Fellows.
- Interns.
- Contractors or contracted employees.

The costs, including wages and benefits, related to recruiting, hiring, and training of individuals to serve as:

- Professional or clinical staff, including public health physicians and nurses; mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians.
- Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists.
- School nurses and school-based health services personnel, including hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts.
- Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response or other infectious disease outbreaks and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers.
- Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other

administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response or other infectious disease outbreak responses.

- Any other positions as may be required to prevent, prepare for, and respond to COVID-19 or other infectious disease outbreaks.

These individuals may be employed by:

- LTPHA governments or their fiscal agents.
- Schools, school boards, school districts, or appropriate entities for providing school-based health care.
- Nonprofit private or public organizations or community-based organizations with demonstrated expertise in implementing public health programs and established relationships with LTPHAs, particularly in medically underserved areas.
- Employment agencies, contracted vendors, or other temporary staffing agencies.

It is allowable to use a variety of mechanisms to expand the public health workforce, including, but not limited to:

- Forming partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines.
- Establishing partnerships with schools of public health, technical and administrative schools, and social services and social science programs.
- Using temporary staffing or employment agencies.
- Making subawards or contracts to local schools or school districts to support school nurses and school-based health services.
- Awarding funds to schools of public health or private or public organizations with demonstrated expertise in implementing public health programs in medically underserved communities.

Other allowable recruitment and hiring expenses:

- Stipends for staff to sustain existing public health staff
- Sign-on bonuses

Unallowable Recruitment and Hiring Expenses

- Gift cards
- Lump sum vacation or sick payout for retiring employees

Agency Strategic Planning

Allowable Agency Strategic Planning Expenses

LTPHAs are strongly encouraged to coordinate with the Wisconsin Department of Public Instruction (DPI), as DPI is also receiving an allocation of this grant and implementing a statewide strategy to implement school-based strategies.

Allowable Agency Strategic Planning Expenses include, but are not limited to:

- Conducting agency strategic planning.
- Using recent gap assessments to inform work plan activities and hiring goals. If a gap assessment is not readily available, funds can be used to conduct this activity.
- Using funds to conduct a workforce analysis to determine whether health departments were organized to maximum benefit for the COVID-19 response and how they may want to be reconstituted to prepare for future emergencies.
- Conducting community health assessments.
- Ensuring the systematic collection of information about the activities, characteristics, and outcomes of programs, including COVID-19 pandemic response efforts, to inform current program decisions, improve program effectiveness, and make decisions about future program development.

Training and Travel

Allowable Training and Travel Expenses

- Administrative support services necessary to implement activities funded under this section, including travel and training
- Hotel, per diem, and travel costs (within state rates) associated with professional development
- Instructor training for Mental Health First Aid
- Organizational memberships to groups such as the Wisconsin Association of Local Health Departments and Boards (WAHLDB) and the National Association of County Health Officials (NACCHO) (individual memberships are usually unallowable)
- Addressing community recovery and resilience needs to respond effectively to the COVID-19 pandemic and other biologic threats, including vaccine-related education
- Training and education for new and existing staff on topics such as incident management training, especially from a public health perspective and integration with emergency management; health equity issues and working with underserved populations; cultural competency; disease investigations; informatics or data management; or other needs identified by the jurisdiction
- Training on incident management or emergency management roles for existing staff in other program areas who may be called upon to support emergency responses
- Developing, training, and equipping response-ready "strike force" teams capable of deploying rapidly to meet emergent needs
- Ensuring a focus on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse work force across all levels who are representative of, and have language competence for, the local communities they serve
- Training on employee engagement, staff retention, leadership development, and emotional intelligence

Unallowable Training and Travel Expenses

- Food (unless the retreat or training activity prohibits staff from breaking to get their own meals, or if the training activity location is too far for staff to leave and get food)
- Travel reimbursement above state rates

- Individual memberships to groups such as the Wisconsin Public Health Association (WPHA) are usually unallowable, but feel free to contact DHS staff at DHSCovid19WFDgrant@dhs.wisconsin.gov if you have questions

Supplies and Equipment

Allowable Supplies and Equipment Expenses

Supplies and equipment expenses are allowable if they are necessary **to support the expanded workforce** (as long as the expenses are not also included in indirect costs). These expenses may include, but are not limited to:

- Personal protective equipment
- Equipment needed to perform the duties of the position
- Computers
- Cell phones
- Internet costs
- Cybersecurity software
- Equipment purchases to support documented reasonable accommodation requests
- Touchboard screens
- Video conferencing technology
- Reusable vests used to indicate public health staff during response or point-of-dispensing (POD) activities
- Tablecloths and signage for mass immunization clinics, community events, and COVID immunizations
- Quantitative fit testing machines

Supplies and equipment expenses **may be allowable for existing staff when tied to an appropriate justification**, including:

- Supplies or equipment were procured for staff who were hired during the entirety of the WFD grant, from July 1, 2022, through June 30, 2025
- Supplies or equipment were necessary for retaining existing staff
- Previous supplies or equipment were outdated, and updates were necessary for proper functioning that would not otherwise be possible
- Previous supplies or equipment precluded staff from completing job duties
- Supplies or equipment were necessary for positions that require specialized software that won't run or function appropriately on old supplies or equipment

We encourage you to reach out to DHS staff at DHSCovid19WFDgrant@dhs.wisconsin.gov if you have any questions about allowability. Please also be sure to provide your justification information when completing any semi-annual REDCap reporting.

Unallowable Supplies and Equipment Expenses

- Under-the-desk treadmills
- POC lead test machine

- Bike safety supplies such as helmets, safety vests, traffic mirrors, bicycle locks, and pumps
- Staff apparel (except for the specific “reusable vests used to indicate public health staff during response or POD activities” item listed above)
- Outreach “trinkets” or “swag”
- Adult arts and crafts supplies
- Massage chairs
- Microphones and voice amplifiers for community campaign walks
- Microwaves
- Refrigerators
- Wall mounts and televisions (unless specifically approved by DHS staff)

Other

Allowable Other Expenses

- Policy management software
- Electronic health record system
- Subscriptions to Pro Canva for staff to make preparedness-, COVID-19-, or other infectious disease outbreak-related communications items

Unallowable Other Expenses

- Professional headshots for staff
- Contractual costs to paint murals in health departments
- Department vehicle repairs
- Gym memberships

Case-by-Case Other Expenses

Renovations or building projects, including security upgrades

**Wisconsin Cities Readiness Initiative Contract Objectives
Centers for Disease Control and Prevention Public Health Emergency
Preparedness Cooperative Agreement
Budget Period 1901-05 No Cost Extension: July 1, 2024 – June 30, 2025**

CRI BP-1901-05 No Cost Extension Contract Objectives and Deliverables

The following deliverables pertain only to the following local health departments:

Milwaukee County Zones

- Southwest Suburban Health Department (Zone C)
- Wauwatosa Health Department (Zone C)
- Franklin Health Department (Zone D)
- Greendale Health Department (Zone D)
- Hales Corners Health Department (Zone D)
- Cudahy Health Department (Zone E)
- Oak Creek Health Department (Zone E)
- South Milwaukee/St. Francis Health Department (Zone E)

Individual Reporting Jurisdictions

- City of Milwaukee Health Department
- North Shore Health Department
- Kenosha County Division of Health
- Pierce County Public Health Department
- Racine County Public Health Division
- City of Racine Public Health Department
- St. Croix County Health & Human Services
- Washington Ozaukee Public Health Department
- Waukesha County Department of Health & Human Services

Objectives

As Wisconsin falls in the CDC's "Other Local Cities Readiness (CRI) Jurisdictions" risk category, our focus will be on maintaining *baseline* operational readiness for an anthrax event, and *full* operational readiness for a pandemic influenza event.

CDC suspended Cities Readiness Initiative (CRI) exercise requirements and Operational Readiness Review (ORR) data submissions during Budget Period 5 (BP5). Although CDC did not collect CRI data, CDC expected CRI programs to continue collaborating and coordinating preparedness and response activities with their state PHEP programs. This included planning, training, exercising, conducting drills, and recovery activities. **There was no requirement for CRI and other local jurisdictions to submit ORR data to CDC in Budget Period 5.**

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by CRI jurisdictions, in addition to their PHEP objectives and deliverables, during the budget period from July 1, 2024 to June 30, 2025.

These objectives are based on CDC's Public Health Emergency Preparedness and Response Capabilities as well as the CDC Response Readiness Framework released in 2024.

CRI staff can send questions to DHSPHEP@dhs.wisconsin.gov.

Deliverables

1. No Cost Extension funds are to be used to continue activities and expenditures identified in the CRI jurisdiction's approved BP5 budget. As such, CRIs will not be required to submit a new budget for BP5 NCE funds. All CRI jurisdiction will report final expenditures by editing the agency's original submitted Local and Tribal Preparedness Budget Form on the PCA Portal. To request access to the PCA Portal, please contact DHSPCAPortal@dhs.wisconsin.gov.
 - a. By August 15, 2025, submit final expenditures on the PCA Portal.
2. All local health department staff responsible for CRI objectives and deliverables will subscribe to receive WI DHS *Public Health Emergency Preparedness Planning: Operational Readiness Review - Cities Readiness Initiative* email communications.
3. By December 1, 2024, and again by June 3, 2025, all CRI jurisdictions will submit an action plan to DHSPHEP@dhs.wisconsin.gov.
 - a. Action plans may focus on activities designed to address prioritized planning and operational gaps identified across any of the fifteen CDC Public Health Emergency Preparedness and Response Capabilities (Note: Previous Medical Countermeasures (MCM) Action Plans only focused on capabilities 8 and 9).
 - b. CRI jurisdictions may identify planning and operational gaps via various activities, including but not limited to areas of improvement identified in, exercises, real incidents, needs assessments, and more.
 - c. CRI jurisdictions may use the MCM Action Plan template located on the PCA Portal [CRI page](#) or they may create their own.
4. All CRI jurisdictions will have at least one representative from their zone or jurisdiction participate in scheduled quarterly conference calls with DHS staff. These conference calls will provide an opportunity for CRI jurisdictions to address any challenges or barriers to completing action plans. Office of Preparedness and Emergency Health Care (OPEHC) capability leads will share information and take questions regarding CDC guidance.

Capability 8: Medical Countermeasures Dispensing and Administration

Capability 9: Medical Materiel Management and Distribution

5. By June 30, 2025, all CRI jurisdictions will update their dispensing/vaccination clinic (DVC) and points of dispensing (POD) sites in the [POD List Management Tool](#) on the PCA Portal.

Certificate Of Completion

Envelope Id 04353D87F46C42EFB0FACB4FA1713E56
Subject MP - Franklin HD - 2024 DPH Consolidated Contract - 435100-G24-DPHCC24-26 M6
Source Envelope
Document Pages 22
Certificate Pages 5
AutoNav Enabled
Envelope Stamping Enabled
Time Zone (UTC-06 00) Central Time (US & Canada)

Status Sent

Envelope Originator
Yvette Smith
1 West Wilson St
Madison, WI 53703
yvettea.smith@dhs.wisconsin.gov
IP Address 165.189.255.45

Record Tracking

Status Original
11/5/2024 11:58:41 AM
Security Appliance Status Connected
Storage Appliance Status Connected
Holder: Yvette Smith
yvettea.smith@dhs.wisconsin.gov
Pool StateLocal
Pool DHS

Location DocuSign

Location DocuSign

Signer Events

Lauren Gottlieb
LLube@franklin.wi.gov
Director of Health and Human Services
Security Level Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted 11/5/2024 12:10:49 PM
ID 968e14dd-0f31-48e1-8591-8ba78c494d1f

Signature



Timestamp

Sent 11/5/2024 12:00:43 PM
Viewed 11/5/2024 12:10:49 PM

Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted 11/4/2024 3:28:59 PM
ID b4fcd548-b72f-4efe-94bd-fc5dc659

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DPH Contracts
DHSDPHContracts@dhs.wisconsin.gov
DPH Contracts Shared Account
Wisconsin Department of Health Services
Security Level Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent 11/5/2024 12:00:42 PM

Carbon Copy Events

GEARS Contracts
DHSCARSContracts@dhs.wisconsin.gov
Wisconsin Department of Health Services
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 11/5/2024 12:00:42 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/5/2024 12:00:42 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

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.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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 11/19/2024
Reports and Recommendations	A RESOLUTION AUTHORIZING THE DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE RBJ COMMUNITY CONSULTING PROJECT CONTRACT	ITEM NUMBER M.5.
<p>Background: The Franklin Health Department supports the health of residents through data informed initiatives, gaining key insights from a Community Health Assessment (CHA) process completed every 3-5 years by the department. This assessment is specific to the Franklin community and drives the Community Health Improvement Plan (CHIP). To support this effort, and to prepare for the upcoming CHA cycle, the department is developing a data collection and management plan.</p> <p>Analysis: Community collaboration is a key component of the success of Franklin's Community Health Improvement Plan. Supporting this plan is the Franklin Health Collaborative which consists of community members and organizations who come together to support health locally. The RBJ Community Consulting Project will aid the Health Department and Franklin Health Collaborative to prepare for the next CHA/ CHIP cycle through data trainings and setting a data plan to include data collection methods.</p> <p>This contract as been sent to the City of Franklin legal counsel for review.</p> <p>Fiscal Note: The Franklin Health Department was awarded grant funding to support local data efforts and this grant award will be utilized for the project contract cost of \$6,300.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>A motion to adopt Resolution No. 2024-_____, A Resolution Authorizing the Director of Health and Human Services to Execute the RBJ Community Consulting Project Contract.</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 11/15/24

RESOLUTION NO. 2024-____

**A RESOLUTION AUTHORIZING THE DIRECTOR OF HEALTH AND HUMAN
SERVICES TO EXECUTE THE RBJ COMMUNITY CONSULTING PROJECT
CONTRACT**

WHEREAS, the Franklin Health Department supports the health of residents through data-informed initiatives, including the Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP), conducted every 3-5 years; and

WHEREAS, the department seeks to enhance its data collection and management efforts in preparation for the upcoming CHA/CHIP cycle, with support from the RBJ Community Consulting Project; and

WHEREAS, the RBJ Community Consulting Project will provide essential data training and development of a data plan, including methods for data collection, to support the Franklin Health Collaborative's goals; and

WHEREAS, the Common Council recognizes the importance of the CHA and CHIP in fostering community health and the value of collaboration with community members and organizations; and

WHEREAS, the contract cost of \$6,300 is fully supported by grant funding awarded to the Franklin Health Department for local data efforts; and

WHEREAS, the City's legal counsel has reviewed the RBJ Community Consulting Project contract and found it to be acceptable;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the RBJ Community Consulting Project contract, as attached hereto and incorporated by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Director of Health and Human Services is authorized to accept and execute said contract on behalf of the City.

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 ____



RBJ Community Consulting

Rashidah Butler-Jackson



Proposal Scope of Work

Objectives:

Develop data collection plan to help answer the question, "What services are community members aware of from the FHD and/or what do community members know about the FHD?"

1. Gathering data about current usage of services and then support driving up usage of services

Develop & Facilitate Data Driven training

2. What is Data & Why Do We Use It? - 30-minute overview for all Health Department staff - VIRTUAL - 9 participants

Data Collection Methods: 1.5 hours, open to interested staff and CHIP members.

Mini focus group ("What services are community members aware of from the FHD and/or what do community members know about the FHD?")

Review data collection methods (focus groups, key informant interviews, surveys, etc.) and best practices for data collection methods. - IN-PERSON

Based on results of Objective 1, above, formulate suggestions for improvement of knowledge, utilization of services provided by FHD. -

Connects with strategic planning goals of data informed outcomes and initiatives

City of Franklin Health Department will commit to being active in the planning and debriefing of the services outlined in this proposal. Correspondence via telephone, video, and in-person are considered billable hours.

Communication:

Standard communication expectations are in place for this contractual Agreement. RBJ Community Consulting and client / project representatives should adhere to all project deadlines set forth and agreed upon unless otherwise communicated and stated prior to each deadline. Phone calls and emails should be returned within 72 business hours.

Communication is a huge part of any working relationship, and we look forward to doing our best to communicate needs, changes, and concerns in a timely manner. Delays in communication may result in delayed deliverables or follow-up.

Project Hours and Billing:

All elements of this contractual Agreement are open to negotiation and subject to change. Payment is due at the assigned due date of each invoice. Clients will commit to disclosing a realistic process and timeline around payment expectations. Late payments will result in delayed deliverables from RBJ Community Consulting or the termination of this Agreement.

Payment Timeline:

A 50% down payment will be due at the signed date of the Agreement to lock in services. A 50% payment will be due within one week of final services being rendered.

Project Hours and Billing: Project Total: \$6,300

All elements of this contractual Agreement are open to negotiation and subject to change. Hours will be available for review before invoice submission. Payment is due at the assigned due date of each invoice.

Payment Timeline:

\$3150 Due at the signing of this proposal

\$3150 Remaining balance is due before final coaching call takes place

Any additional billable hours will be documented and payment for those hours will be due before the final tasks agreed upon for this project. Additional billable hours will be \$150 an hour.

Clients will commit to disclosing realistic process and timeline around payment expectations. Late payments will result in delayed deliverables from RBJ Community Consulting or the termination of this Agreement.

Timeline

November 2024

Initial planning discussions, contractual agreement signed

Previous data collection training materials and processes are shared with consultant for review and feedback

Planning meetings with FHD to begin building out Data Collection Plan

Begin developing Data Collection plan

Book travel for RBJ Community Consulting

December 2024

Continue developing content for January sessions

Planning meeting with FHD representatives

Begin planning materials and content for Data Driven training

January 2025

January 7 - Virtual - What is Data & Why Do We Use It? - 30-minute overview for all FHD staff

January 15 - In-Person - Data Collection Methods: 1.5 hours, open to interested staff and CHIP members. Review data collection methods (focus groups, key informant interviews, surveys, etc.) Best practices for data collection methods

Drafted summary report submitted to FHD after both sessions

A debrief meeting after preliminary report is reviewed

Final report will be submitted to organization with all feedback and edits

April 2025

3 month check in to assess progress / provide updates

Either party may terminate this Agreement upon the giving of an immediate notice in writing to the other party and termination will become effective on the day of giving of such notice. All fees and expenses accrued to this date will be due and payable upon receipt of a final invoice.

Ellen Henry

Fri, Nov 15, 2024

Rashidah Butler-Jackson

Rashidah Butler-Jackson

Signed. Nov 15, 2024

rashidah@rbjcommunity.com

Melissa Ugland

* Signature required

melissaugland@me.com

Lauren Gottlieb

llube@franklinwi.gov

BLANK PAGE

APPROVAL	COMMITTEE OF THE WHOLE	MEETING DATE 11/19/2024
REPORTS & RECOMMENDATIONS	Status update on the rewrite of the Unified Development Ordinance (UDO) and noise ordinance update	ITEM NUMBER 15.6.

UNIFIED DEVELOPMENT ORDINANCE (UDO) REWRITE

The UDO rewrite project is now advancing to its last step *Adoption and Implementation*, next activities to adopt the UDO are listed below:

- **Public Open House**, Dec 9 from 5:00 pm to 7:00 pm. Franklin City Hall, Hearing Room. Residents are invited to attend this Open House to learn more about the major proposed changes to the UDO, ask City staff and the consultant team questions, and provide input in-person.
- **Public Hearing** before the Plan Commission, Jan 23, 2025 at 6:00 pm. Franklin City Hall, Council Chambers.
- **Adoption**, tentatively a Common Council meeting in February or March 2025.

The draft UDO, zoning map, StoryMap and other documents are available at:

<https://www.hlplanning.com/portals/franklinudo/>

NOISE ORDINANCE UPDATE

The city's noise abatement regulations are part of the Municipal Code (not the UDO), therefore, the noise ordinance update has a separate adoption process. The noise ordinance is tentatively scheduled for the Feb 22, 2025, Plan Commission meeting for recommendation, then this ordinance needs to be presented before the Common Council for adoption (date to be defined).

The draft noise ordinance is available upon request at the Department of City Development, please email Planning Manager Martínez RMartinez-Montilva@franklinwi.gov to get a copy.

It's worth noting that noise prevention standards are proposed to be regulated by the UDO (Section 15-5-13). *Noise prevention* refers to required sound studies before a development is approved; and *noise abatement* is the review of noise complaints about an existing development.

FISCAL NOTE

No impact, agreement already in place.

This item is a status update on this project. No action required at this time.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/2024
REPORTS & RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Quarry Monitoring Services Agreement with Stantec Consulting Services Inc.	ITEM NUMBER D. 7.

Since 2012, the City has hired a consultant to conduct monitoring of the quarry located in Planned Development Districts (PDD) No. 23 and 24. Pursuant to the PDD ordinances, certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne and Dolan quarry operator.

The Quarry Monitoring Committee (QMC) reviewed and forwarded such agreement to the Common Council at the October 29, 2024, regular meeting.

The proposed draft Professional Services Agreement with Stantec Consulting Services, Inc. is hereby included in this packet along with Attachment "A" Quarry Monitoring Services Scope of Work and Associated Cost.

It can be noted that this would be the 13th consecutive year such a contract has been entered into with Stantec Consulting Services, Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, presentations before the Quarry Monitoring Committee and reports.

Note: in section VI Insurance, the minimum Umbrella coverage is \$5,000,000, as this is an agreement for quarry monitoring services only and not for building contractor services which typically requires a minimum coverage of \$10,000,000.

Fiscal note: In the 2025 Mayor's Recommended Budget, the funds for Quarry Monitoring Services matches the amount of this agreement, specifically \$55,000 (GL number 01-0621-5218).

COUNCIL ACTION REQUESTED

Motion to adopt a resolution authorizing certain officials to execute a quarry monitoring services agreement with Stantec Consulting Services Inc.

-or

Such other action as the Common Council may determine.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 11/15/24

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
A QUARRY MONITORING SERVICES AGREEMENT WITH
STANTEC CONSULTING SERVICES INC.

WHEREAS, the City is in need of quarry monitoring services per Planned Development Districts No. 23 and 24, Ordinances 97-1456 and 97-1457; and

WHEREAS, Stantec Consulting Services Inc. has offered to provide quarry monitoring services to the City; and

WHEREAS, Stantec Consulting Services Inc. is a highly experienced and well-qualified engineering services company; and

WHEREAS, the Common Council having considered the quarry monitoring services need of the City and having determined that the retaining of Stantec Consulting Services Inc. to provide such services is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Quarry Monitoring Services Agreement with Stantec Consulting Services Inc., in such form and content as annexed hereto, together with any changes thereto as approved by the Department of City Development, the Director of Administration and the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, Director of Finance and Treasurer 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.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

A G R E E M E N T

This AGREEMENT is made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Stantec Consulting Services Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

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 quarry monitoring services, as described in Attachment A, for the City of Franklin;

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 quarry monitoring services, as described in CONTRACTOR's proposal to CLIENT dated October 3, 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. The CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not the CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as an 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 performance of any resultant AGREEMENT, including extensions, modifications, or additions to it, and for 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, with a not-to-exceed budget of \$55,000; subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid monthly for all work satisfactorily completed hereunder. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. The total price will not exceed the budget of \$55,000. For services rendered, monthly invoices will include a report stating the hours and type of work completed and the fee earned during the month being invoiced.
- C. Considering the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from the 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. The CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not limit 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 before the change order agreement under this AGREEMENT. Upon acceptance of the request for such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed with 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. Régulo Martínez-Montilva, Planning Manager, 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. The CLIENT will promptly provide the contractor with all available information concerning the PROJECT as deemed necessary by the CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Michael Roznowski, Senior Principal, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. The CONTRACTOR may terminate this AGREEMENT 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. If 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 will be delivered to the CLIENT in a completed form or process. CLIENT shall hold CONTRACTOR harmless for any incomplete work due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive. They 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 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 (<i>Must include hired and non-owned coverage</i>)	\$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. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 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>
E. Worker's Compensation and Employers' Liability	Statutory <i>The contractor will provide a waiver of subrogation and any rights of recovery allowed under any workers' compensation law</i>
F. 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 canceled 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. 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 liability limits for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of _____.

The term of this agreement shall be from January 1 to December 31, 2025, regardless of the receipt date of the Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for the twelve calendar months of 2025. In addition, the terms also anticipate the 4th quarter 2025 (October – December) report and presentation be provided during February 2026.

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 seven (7) years following its completion. The CONTRACTOR shall make such records available to the CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill, and diligence shall be exercised in performing the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. All persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and products provided by CONTRACTOR under this AGREEMENT shall comply 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 its affiliates have any financial or other personal interest that would conflict with the performance of the services under this Agreement and that neither it nor its affiliates will acquire any such interest directly or indirectly. CONTRACTOR warrants that it immediately notifies 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 CONTRACTOR to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY. _____

BY _____

PRINT NAME John R Nelson

TITLE Mayor

DATE _____

BY. _____

PRINT NAME Danielle L. Brown

TITLE Director of Finance and Treasurer

DATE _____

BY. _____

PRINT NAME Shirley J. Roberts

TITLE City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

PRINT NAME _____

TITLE _____

DATE _____

ATTACHMENT A - QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST (PREPARED OCTOBER 3, 2024)

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2025.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$900	15	\$13,500	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds. A percentage of the visits will also include on-site observations and records review.
Blast Monitoring	monthly	\$2,130	12	\$25,560	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at: 7301 S. 51 st Street and 5800 W. Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring (except during calibrations & maintenance actions), allowing Stantec to have access to data anytime via the Internet. No written reports or summaries will be provided monthly.
Exceptional Blast Complaint Evaluation	Per City request	\$900	0	\$0	For unusual blast events (e.g., resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing: seismic data from both Stantec/Payne & Dolan placed monitors; wind direction and speed the day of the complaint, a figure showing blast and complaint locations. (Note: For each exceptional blast complaint evaluation completed, Stantec will reduce one single Operational Monitoring event [which is same fee])
Quarterly Reports and Presentation	Quarterly (May, August, November 2024, and February 2025)	\$3,985	4	\$15,940	Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: <ul style="list-style-type: none"> Operations monitoring completed in prior quarter Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne & Dolan unit recordings, to the Stantec unit recordings) Citizen complaints received by the City of Franklin in prior quarter <ul style="list-style-type: none"> For off-site dust complaints <ul style="list-style-type: none"> weather conditions (wind direction and speed) the day of the complaint For off-site seismic complaints <ul style="list-style-type: none"> seismic data from both Stantec and Payne & Dolan placed monitors weather conditions (wind direction and speed; temp.; humidity; precipitation) the day of the complaint a figure showing locations of blasts along with location of complaints a short summary of the nature of any complaints The quarterly report and presentation in February 2026 will also present highlights of the operations, blast monitoring, and complaint evaluations, completed during calendar year 2025. This annual report is not meant to repeat what has already been provided in the prior quarterly reports; rather, it is intended to be a brief summary.
				\$55,000	TOTAL (compared to budget: \$55,000)

Note: Stantec has completed no Exceptional Blast Complaint Evaluations in several years. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined, and agrees not to exceed the approved budget without prior approval.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/2024
REPORTS & RECOMMENDATIONS	AUTHORIZE STAFF TO AWARD THE DPW CAMPUS UTILITIES PROJECT TO THE LOWEST BIDDER, UPI CONSTRUCTION LLC	ITEM NUMBER H. 8.

BACKGROUND

The City of Franklin sought bids for the DPW Campus Utilities Project to support essential infrastructure updates.

ANALYSIS

Eight bids were received on November 13, 2024, for the City of Franklin DPW Campus Utilities project. The bids received were as follows (the bid tab is included in the packet):

	Base Bid
<i>Engineer's Estimate</i>	\$800,000.00
UPI Construction LLC	\$652,561.00
Globe Contractors, Inc.	\$677,797.00
The Wanasek Corp	\$789,800.00
Veit & Company, Inc.	\$795,467.50
DK Contractors	\$815,528.50
PTS Contractors, Inc.	\$845,800.00
A.W. Oakes & Sons, Inc.	\$849,330.00
Reesmans Excavating & Grading, Inc.	\$950,950.00

Following the bid opening on November 13, 2024, UPI Construction LLC emerged as the lowest responsible bidder, with a base bid amount of \$652,561.00. This bid was significantly below the engineer's estimate of \$800,000, presenting a cost-effective opportunity for the City.

Prequalification reviews confirm UPI Construction LLC's capability to meet project requirements. This project is contingent upon receiving the necessary permits from WISDOT and WDNR.

FISCAL NOTE

The project was initially intended to be funded by ARPA (American Rescue Plan Act) funds. The availability and amount of these funds will need to be reviewed and confirmed to ensure the project's financial viability within the City's budget allocations.

RECOMMENDATION

Staff recommends that the Council authorize the DPW Campus Utilities Project award to UPI Construction LLC for the base bid amount of \$652,561.00, contingent upon securing the required permits.

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No. 2024 - _____, a resolution to award the City of Franklin DPW Campus Utilities project to UPI Construction LLC for \$652,561.00.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AWARD
THE DPW CAMPUS UTILITIES PROJECT
TO UPI CONSTRUCTION LLC, IN THE AMOUNT OF \$652,561.00

WHEREAS, the City of Franklin advertised and solicited bids for the DPW Campus Utilities Project; and

WHEREAS, eight bids were received on November 13, 2024 and UPI Construction LLC was the lowest responsive and responsible bidder; and

WHEREAS, UPI Construction LLC is a qualified public works contractor; and

WHEREAS, the project was initially intended to be funded by ARPA (American Rescue Plan Act) funds.

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the DPW Campus Utilities Project in the amount of \$652,561.00 to UPI Construction LLC.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the DPW Campus Utilities Project to UPI Construction LLC.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with UPI Construction LLC on behalf of the City.

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 _____

CITY OF FRANKLIN
DPW CAMPUS UTILITIES
BID TABULATION
NOVEMBER 13, 2024

Bid Item	Item Description	Units	UPI Construction LLC			Globe Contractors, Inc.			The Weisand Corp			Vell & Company, Inc.			DK Contractors			PTS Contractors, Inc.			A.W. Oakes & Sons, Inc.			Resmans Excavating & Grading, Inc.
			Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Unit Price	Extension		
1	Magistation/Permeabilization	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 24,500.00	\$ 24,500.00	\$ 24,500.00	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00	\$ 9,560.00	\$ 9,560.00	\$ 9,560.00	\$ 162,899.00	\$ 162,899.00	\$ 162,899.00	\$ 97,596.00	\$ 97,596.00	\$ 97,596.00	\$ 30,000.00	\$ 30,000.00	\$ 6,000.00	\$ 6,000.00
2	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,440.00	\$ 9,440.00	\$ 9,440.00	\$ 5,860.00	\$ 5,860.00	\$ 5,860.00	\$ 5,785.00	\$ 5,785.00	\$ 5,785.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,300.00	\$ 6,300.00
3	Clearing and Grubbing	LS	1	\$ 9,100.00	\$ 9,100.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 8,630.00	\$ 8,630.00	\$ 8,630.00	\$ 2,790.00	\$ 2,790.00	\$ 2,790.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,850.00	\$ 5,850.00
4	Spall Patch, Full Depth	LF	745	\$ 2.00	\$ 1,490.00	\$ 3.00	\$ 2,235.00	\$ 2,235.00	\$ 4.00	\$ 2,980.00	\$ 2,980.00	\$ 3.00	\$ 2,235.00	\$ 2,235.00	\$ 2.00	\$ 1,490.00	\$ 1,490.00	\$ 3.00	\$ 2,235.00	\$ 2,235.00	\$ 3.00	\$ 2,235.00	\$ 3.80	\$ 2,831.00
5	Removes and Replaces Signage	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 628.00	\$ 628.00	\$ 628.00	\$ 348.00	\$ 348.00	\$ 348.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,300.00	\$ 2,300.00	\$ 1,350.00	\$ 1,350.00
6	Trucking Pad	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,160.00	\$ 4,160.00	\$ 4,160.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 5,305.00	\$ 5,305.00	\$ 5,305.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00	\$ 1,850.00	\$ 1,850.00
7	Sho Fence	LF	1,855	\$ 2.00	\$ 3,710.00	\$ 1.70	\$ 3,153.50	\$ 3,153.50	\$ 2.00	\$ 3,710.00	\$ 3,710.00	\$ 2.30	\$ 4,266.50	\$ 4,266.50	\$ 2.00	\$ 3,710.00	\$ 3,710.00	\$ 2.00	\$ 3,710.00	\$ 3,710.00	\$ 2.00	\$ 3,710.00	\$ 1.85	\$ 3,431.75
8	Water Protection	EA	8	\$ 85.00	\$ 680.00	\$ 150.00	\$ 1,200.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 1,200.00	\$ 43.00	\$ 344.00	\$ 344.00	\$ 71.00	\$ 568.00	\$ 568.00	\$ 155.00	\$ 1,240.00	\$ 1,240.00	\$ 70.00	\$ 560.00	\$ 163.00	\$ 1,304.00
9	Gratch PVC Sandtrap/Lateral, Spool Backfill	LF	58	\$ 129.00	\$ 7,482.00	\$ 160.00	\$ 9,280.00	\$ 9,280.00	\$ 155.00	\$ 8,950.00	\$ 8,950.00	\$ 487.00	\$ 28,246.00	\$ 28,246.00	\$ 177.00	\$ 10,266.00	\$ 10,266.00	\$ 345.00	\$ 20,010.00	\$ 20,010.00	\$ 180.00	\$ 10,440.00	\$ 299.00	\$ 17,344.00
10	Gratch PVC Sandtrap/Lateral, Granular Backfill	LF	215	\$ 228.00	\$ 49,092.00	\$ 275.00	\$ 59,125.00	\$ 59,125.00	\$ 260.00	\$ 56,600.00	\$ 56,600.00	\$ 208.00	\$ 44,720.00	\$ 44,720.00	\$ 295.00	\$ 63,425.00	\$ 63,425.00	\$ 298.00	\$ 64,070.00	\$ 64,070.00	\$ 260.00	\$ 55,200.00	\$ 220.00	\$ 47,840.00
11	Gratch PVC Sandtrap/Main, Spool Backfill	LF	1,607	\$ 162.00	\$ 260,324.00	\$ 123.00	\$ 197,661.00	\$ 197,661.00	\$ 130.00	\$ 208,810.00	\$ 208,810.00	\$ 133.00	\$ 213,721.00	\$ 213,721.00	\$ 142.00	\$ 231,770.00	\$ 231,770.00	\$ 148.00	\$ 237,834.00	\$ 237,834.00	\$ 200.00	\$ 321,400.00	\$ 220.00	\$ 368,000.00
12	Gratch PVC Sandtrap/Main, Granular Backfill	LF	177	\$ 354.00	\$ 62,658.00	\$ 350.00	\$ 61,950.00	\$ 61,950.00	\$ 295.00	\$ 52,115.00	\$ 52,115.00	\$ 529.00	\$ 93,653.00	\$ 93,653.00	\$ 351.00	\$ 62,127.00	\$ 62,127.00	\$ 370.00	\$ 65,490.00	\$ 65,490.00	\$ 500.00	\$ 88,500.00	\$ 416.00	\$ 73,632.00
13	Sanitary Sewer Manhole, 48-inch	VF	122	\$ 289.00	\$ 35,258.00	\$ 460.00	\$ 48,920.00	\$ 48,920.00	\$ 1,000.00	\$ 122,800.00	\$ 122,800.00	\$ 1,115.00	\$ 136,030.00	\$ 136,030.00	\$ 590.00	\$ 64,538.00	\$ 64,538.00	\$ 900.00	\$ 97,600.00	\$ 97,600.00	\$ 500.00	\$ 61,000.00	\$ 655.00	\$ 78,100.00
14	Connection to Existing Sanitary Sewer Main	EA	1	\$ 2,590.00	\$ 2,590.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,070.00	\$ 3,070.00	\$ 3,070.00	\$ 12,280.00	\$ 12,280.00	\$ 12,280.00	\$ 2,131.00	\$ 2,131.00	\$ 2,131.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 1,100.00	\$ 1,100.00	\$ 5,050.00	\$ 5,050.00
15	Gratch PVC Water Main, Granular Backfill	LF	11	\$ 276.00	\$ 3,036.00	\$ 225.00	\$ 2,475.00	\$ 2,475.00	\$ 420.00	\$ 4,600.00	\$ 4,600.00	\$ 873.00	\$ 8,730.00	\$ 8,730.00	\$ 172.00	\$ 1,892.00	\$ 1,892.00	\$ 400.00	\$ 4,400.00	\$ 4,400.00	\$ 465.00	\$ 465.00	\$ 311.00	\$ 4,070.00
16	16-inch PVC Water Main, Spool Backfill	LF	428	\$ 172.00	\$ 73,616.00	\$ 175.00	\$ 74,900.00	\$ 74,900.00	\$ 165.00	\$ 70,620.00	\$ 70,620.00	\$ 175.00	\$ 74,900.00	\$ 74,900.00	\$ 158.00	\$ 67,624.00	\$ 67,624.00	\$ 192.00	\$ 74,900.00	\$ 74,900.00	\$ 190.00	\$ 81,290.00	\$ 218.00	\$ 93,264.00
17	16-inch PVC Water Main, Granular Backfill	LF	185	\$ 253.00	\$ 46,801.50	\$ 260.00	\$ 48,100.00	\$ 48,100.00	\$ 280.00	\$ 51,800.00	\$ 51,800.00	\$ 390.00	\$ 74,321.00	\$ 74,321.00	\$ 269.00	\$ 52,954.00	\$ 52,954.00	\$ 260.00	\$ 51,800.00	\$ 51,800.00	\$ 200.00	\$ 37,000.00	\$ 319.00	\$ 90,010.00
18	Hydrant Assembly	EA	1	\$ 8,050.00	\$ 8,050.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,970.00	\$ 7,970.00	\$ 7,970.00	\$ 9,970.00	\$ 9,970.00	\$ 9,970.00	\$ 7,130.00	\$ 7,130.00	\$ 7,130.00	\$ 7,630.00	\$ 7,630.00	\$ 7,630.00	\$ 8,500.00	\$ 8,500.00	\$ 13,600.00	\$ 13,600.00
19	Gratch Hydrant Lateral & Fittings	LF	44.5	\$ 106.00	\$ 4,717.00	\$ 185.00	\$ 8,277.50	\$ 8,277.50	\$ 180.00	\$ 8,045.00	\$ 8,045.00	\$ 168.00	\$ 7,475.00	\$ 7,475.00	\$ 199.00	\$ 8,955.00	\$ 8,955.00	\$ 186.00	\$ 6,952.00	\$ 6,952.00	\$ 220.00	\$ 9,790.00	\$ 112.00	\$ 4,984.00
20	Gratch Gate Valve	EA	1	\$ 3,045.00	\$ 3,045.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,020.00	\$ 2,020.00	\$ 2,020.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 1,817.00	\$ 1,817.00	\$ 1,817.00	\$ 2,675.00	\$ 2,675.00	\$ 2,675.00	\$ 2,300.00	\$ 2,300.00	\$ 1,410.00	\$ 1,410.00
21	14-inch Butterfly Valve	EA	3	\$ 4,900.00	\$ 14,700.00	\$ 7,500.00	\$ 22,500.00	\$ 22,500.00	\$ 6,450.00	\$ 19,350.00	\$ 19,350.00	\$ 8,140.00	\$ 24,420.00	\$ 24,420.00	\$ 5,732.00	\$ 17,196.00	\$ 17,196.00	\$ 4,680.00	\$ 14,040.00	\$ 14,040.00	\$ 6,000.00	\$ 18,000.00	\$ 6,900.00	\$ 20,700.00
22	Connection to Existing Water Main	EA	4	\$ 4,975.00	\$ 19,900.00	\$ 11,000.00	\$ 44,000.00	\$ 44,000.00	\$ 5,945.00	\$ 23,780.00	\$ 23,780.00	\$ 5,380.00	\$ 21,520.00	\$ 21,520.00	\$ 4,311.00	\$ 17,244.00	\$ 17,244.00	\$ 7,512.00	\$ 30,048.00	\$ 30,048.00	\$ 4,000.00	\$ 16,000.00	\$ 8,150.00	\$ 24,600.00
23	Salvage and Reinstall Hydrant	EA	1	\$ 3,755.00	\$ 3,755.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 3,170.00	\$ 3,170.00	\$ 3,170.00	\$ 10,710.00	\$ 10,710.00	\$ 10,710.00	\$ 7,312.00	\$ 7,312.00	\$ 7,312.00	\$ 5,990.00	\$ 5,990.00	\$ 5,990.00	\$ 9,000.00	\$ 9,000.00	\$ 4,698.75	\$ 14,692.25
24	Hoisting Tank Removal	LS	1	\$ 4,350.00	\$ 4,350.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 2,065.00	\$ 2,065.00	\$ 2,065.00	\$ 8,310.00	\$ 8,310.00	\$ 8,310.00	\$ 5,690.00	\$ 5,690.00	\$ 5,690.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 14,000.00	\$ 14,000.00	\$ 18,000.00	\$ 18,000.00
25	Hoisting Tank Soil Removal & Disposal	CV	204	\$ 70.00	\$ 14,280.00	\$ 35.00	\$ 7,140.00	\$ 7,140.00	\$ 40.00	\$ 8,160.00	\$ 8,160.00	\$ 22.00	\$ 4,480.00	\$ 4,480.00	\$ 77.00	\$ 15,684.00	\$ 15,684.00	\$ 140.00	\$ 28,560.00	\$ 28,560.00	\$ 90.00	\$ 18,360.00	\$ 275.00	\$ 56,100.00
26	16-inch PVC Water Main, Barry Backfill	LF	15	\$ 393.00	\$ 5,895.00	\$ 500.00	\$ 7,500.00	\$ 7,500.00	\$ 470.00	\$ 7,050.00	\$ 7,050.00	\$ 1,360.00	\$ 18,900.00	\$ 18,900.00	\$ 295.00	\$ 4,425.00	\$ 4,425.00	\$ 300.00	\$ 4,500.00	\$ 4,500.00	\$ 580.00	\$ 8,700.00	\$ 375.00	\$ 5,625.00
TOTAL				\$652,561.00		\$677,797.00		\$799,800.00		\$795,467.50		\$915,528.50		\$945,900.00		\$949,398.00		\$960,950.00		\$960,950.00		\$960,950.00		\$960,950.00

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/19/2024
Reports & Recommendations	A Resolution to Award the 116th St. Trail Contract to Willkomm Excavating for \$893,321.53	ITEM NO. D.9.

BACKGROUND

Common Council authorized Staff to advertise and bid on the 116th St Trail project. The contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from the City Limits to approximately W. Mayers Drive.

The project is anticipated to begin as early as April 14th, 2025, with completion by October 31st, 2025. It is the contractor's option when to begin, but once construction is started, the contractor has 60 days to complete.

ANALYSIS

Seven bids were received on October 10, 2024, for the 116th St. Trail project. The bids received were as follows (the bid tab is included in the packet):

	Base Bid
<i>Engineer Estimate</i>	<i>\$1,187,470.00</i>
Willkomm Excavating	\$893,321.53
Musson Bros., Inc.	\$1,064,728.70
Vinton Construction Company	\$1,074,706.96
C.W. Purpero, Inc.	\$1,097,943.00
Poblocki Paving Corporation	\$1,133,934.00
LaLonde Contractors, Inc.	\$1,323,445.88
Janke General Contractors	\$1,403,492.00

RECOMMENDATION

Staff recommends the award of the base bid to Willkomm Excavating for \$893,321.53.

FISCAL NOTE

This is a federally funded project through the State of Wisconsin. The federal funding will cover 80% of the construction costs, up to \$832,000.00.

The project's funding is in alignment with current budget allocations under the approved capital improvement plan. No additional funds are required beyond 20% of the bid amount, which is \$178,664.306, ensuring the project remains within budgetary expectations.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2024 - _____, a resolution to award the 116th St. Trail project to Willkomm Excavating for \$893,321.53.

DOA: KH; Engineering: MNP

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AWARD
THE 116TH ST. TRAIL PROJECT
TO WILLKOMM EXCAVATING, IN THE AMOUNT OF \$893,321.53

WHEREAS, the City of Franklin advertised and solicited bids for the 116th St. Trail Project and

WHEREAS, seven bids were received on October 10, 2024, and Willkomm Excavating was the lowest responsive and responsible bidder; and

WHEREAS, Willkomm Excavating is a qualified public works contractor and

WHEREAS, this is a federally funded project through the State of Wisconsin. The federal funding for this project will be 80% of the construction costs, up to \$832,000.00, and

WHEREAS, funding for this project is in alignment with current budget allocations under the approved capital improvement plan; and

WHEREAS, it is in the City's best interest, as recommended by the City's Staff, to award the contract for the 116th St. Trail Project in the amount of \$893,321.53 to Willkomm Excavating.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 116th St. Trail Project to Willkomm Excavating.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Willkomm Excavating on behalf of the City.

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 _____

116th St Trail, City of Franklin (#86023160)
Owner: Franklin, City of
Solicitor: GRAEF
10/10/2024 11:00 AM CDT

Section Title Line Item Item Description			UoM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
--	--	--	-----	----------	------------	-----------	------------	-----------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 19, 2024
REPORTS AND RECOMMENDATIONS	Entertainment and Special Events – Snowglobe Holiday Festival Permit Update	ITEM NUMBER 15.10.
<p>The Snowglobe Holiday Festival was approved at the Common Council meeting of September 17, 2024, with a decibel level maximum of 65 at the property line. This event permit is being brought back for review to fulfill the additional requirement of City of Franklin Resolution 2024-8109 (passed and adopted by the Franklin Common Council on 3/5/2024) which requires events that continue over weeks or months to include a periodic review as a condition of the permit.</p> <p>According to the Resolution the purpose of the periodic review is to assess the event for any noise violations and/or any event complications or documented exceedances of decibel levels. The suggested review date would be at the December 3, 2024, Common Council meeting which will be approximately two weeks after the start of the event.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to approve the addition of a periodic review of Snowglobe Holiday Festival at the December 3, 2024, Common Council meeting as a part of the Special Event permit approval.</p>		

Aldermen Courtney Day & Jason Craig

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024-8109

**A RESOLUTION TO CONFIRM INTERNAL PROCEDURES ON ENTERTAINMENT
EVENTS AND THE REQUIRED PERMITTING AND PROCESSES MUNICIPAL
OFFICIALS AND STAFF SHALL APPLY TO OBTAIN UNIFORM APPLICATION FOR
THE PROTECTION OF THE HEALTH, SAFETY, AND WELL-BEING OF THE
COMMUNITY**

WHEREAS, the City of Franklin Mayor, John R. Nelson, is determined to ensure City ordinances and procedures are followed and enforced; and

WHEREAS, zoning regulations are set forth to protect the right to quiet enjoyment and property use without interference from nuisance, trespass, encroachment, and harm and to preserve quality of life assurances as a common law right to all individuals; and

WHEREAS, the Council desires and has expressed that solutions are needed to equally apply Event and Use laws within the permitting process, each intended to avoid conflicting land uses, and such data exists that identifies certain noises are more intrusive, annoying, and harmful to the peace and welfare of residents in the community; and

WHEREAS, Municipal Code §183-40 Noise disturbances prohibited, is very clear on prohibiting noise crossing property boundaries and noise disturbance of loudspeakers; and

WHEREAS, Municipal Code §121-9 Extraordinary entertainment and amusement (special) events, E. Regulations, (7) Noise, states: “[n]o licensee shall permit any sound created by the special event activity to carry unreasonably beyond the boundaries of the special event premises”; and

WHEREAS, Municipal Code §183-41 Noise regulated, A. Permit required, (1), prohibits the operation or use of anything that makes or causes a sound between 70 dBA and 79 dBA without a permit; and.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, recognize the need to equally protect the public’s health, comfort, safety, and well-being from adverse impact and to further preserve public peace and order by applying the related Municipal Code and Unified Development Ordinance (UDO) event and use provisions, and for City departments and Officials to have clear directives when carrying out the permitting process and review process for community harmony.

BE IT FURTHER RESOLVED, that the below procedures and directives are to be applied for each operation, activity, use, and event located at any venue with a potential to produce outdoor noise that may carry beyond the structure, building, or premises in which the activities occur, excepting events held by the Municipality itself, school events held on school property, and

religious or strictly charitable events, and that such directives and procedures are hereby established upon the adoption of this Resolution by the Mayor and Common Council:

Application Type:

1. The provisions of Municipal Code Chapters 1, 83, 121, 169, 178, and 183, with fees as amended from time to time, shall be the guiding (but not complete) resource to establish the details and compliance required for an Extraordinary Entertainment & Special Event Application Permit.
2. Using the above application form: Municipal Code §121-4 Definitions, "Entertainment and Amusement [i]ncludes, among others, the following: circuses, motion-picture shows, shows of all kinds, dance halls, all sporting contests and athletic events, including exhibitions, concerts, lectures, vaudeville, bowling, dancing, golf, swimming and bathing, side shows, amusement parks and all forms of recreation therein, operatic performances, theatrical performances and any other form of diversion, sport, pastime or recreation." Municipal Code Chapter 83, Assemblies, and Mass Public shall also use this application.

"Permitted Use and Special Use" are zoning classifications and zoning use categories and are not to be used in determining permits that are not required.

3. As stated on the current Extraordinary Entertainment & Special Event Application, the application must be received at least 30 working days before the event. Notice will be provided on the application or to the applicant that any advertising of an event before approval does not guarantee approval and will be done so at the applicant's risk.
4. The existing and most current Vendor Information/Fee Schedule for Mobile & Temporary Events document shall be revisited by the Health Department for consistency with the Fees established in Municipal Code Chapter 169 with suggestions to the Common Council for possible fee amendments. Other fee amendments shall be reviewed for update as soon as practicable.
5. Extraordinary Entertainment & Special Event Application requirement of Municipal Code §121-9F (3)(s): Providing plans for sound control and amplification, including numbers, locations, and power of amplifiers & speakers. Permit events in which noise is expected to create decibel levels that may be disruptive to adjoining properties or types of noises that may be more annoying to the surrounding district, i.e., horns, sirens, chainsaws, shall be conditioned within the permit upon the applicant taking technologically reasonable steps to minimize the noise and considering the type of noise per Municipal Code §183-41A.(2), with the burden of proof of compliance upon the licensee, user, or operator. The sound control plans shall be included in the application, including the proposed event or use maximum decibel level at the property line, which, per hazard abatement performance

standards UDO §15-3.1107, is determined by the receiving district. Plans shall include methods to substantially control and contain the noise within the premises to create harmony and protect the health, safety, and well-being of the attending public and the community.

6. **Fireworks Permit Application:** The application and permitting process shall conform to Wisconsin State Statute §167.10, Regulation of fireworks, (3)(a) Use. No person may possess or use fireworks without a user's permit from the mayor of the city, president of the village or chairperson of the town in which the possession or use is to occur or from a person designated by the mayor, president or chairperson to issue a user's permit. (f) A permit under this subsection shall specify all of the following: 1. The name and address of the permit holder. 2. The date on and after which fireworks may be purchased. 3. The general kind and approximate quantity of fireworks which may be purchased. 4. The date or dates and location of permitted use. 5. Other special conditions prescribed by ordinance. Fireworks require a separate application for each event. Specific loud events that include fireworks, chainsaws (not for the purpose intended), or helicopters may need additional conditions added to the permit as they pertain to the number of events and hours of operation.
7. The Temporary Entertainment & Amusement License Application shall not be used for any purposes listed under Municipal Code §121-4 Entertainment and Amusement Definitions, except as it relates especially to amusement machines, slot machines, and gaming devices.

License Fees:

1. Municipal Code Chapters 83 and 169, and §121-9I. shall be applied to determine a license fee(s), including provisions when any Police, Fire, or Public Health Officer incurs review and service costs.

Process of Review:

1. Municipal Code §121-9J. will define the application review approval or denial process. After receipt of the completed application, the City Clerk shall submit the application to the Council, which shall review, approve, conditionally approve, or deny the license within 20 working days. The Council may choose to receive the License Committee or other reviewing bodies' input before acting. The Council shall modify the time and place or other specified event activities to offset concerns or facilitate crowd control to relieve congestion and promote public safety.

2. The Clerk is not to accept the application until the Clerk determines it is complete and sufficient under Municipal Code §121-9F., including the specific plans of sound control. Once complete, the Clerk will distribute the application to the Police, Fire, Health, Planning, Building Inspection, and Engineering Departments for comment. The application fee, plus any estimated police or fire costs, is to be paid within ten days pre-event, usable on default. The Common Council shall require a bond, letter of credit, or cash deposit approved by the City Attorney, ensuring payment for anticipated police and fire services at special events. The Health Officer shall specifically receive the application when food licensing review and fees are involved. The application review process should consider any existing complaints, non-compliance issues, and unpaid fees relating to the applicant and/or the subject event use and/or the subject property.
3. The event noise level at the property line shall be set as a required condition of review and approval. The maximum noise levels to be contained on the premises are found in Municipal Code Chapters 83, 121, 169, 178, and 183, and UDO §15-3.1107, in addition to other regulations to protect public health and peace.
4. For any events that have resulted in past complaints or are likely to produce high noise levels, the event application, plans, and comments from Staff shall be included as part of the public agenda packet to allow adequate decision-making by the reviewing body. Any event or series running continuously for weeks or months shall require a permit conditioned upon language for Council and Staff review of immediate mitigative or corrective action.

License and Permit Compliance:

1. Municipal Code §121-9J. and §169-2 contain important language for compliance, approval or denial of an application, suspension or revocation of a permit or license, etc., concerning the application. More specifically, Municipal Code §121-9J.(6) addresses the conduct of the special event as a consideration if contrary to law, including noise regulations. Other pertaining codes and regulations may also be used for this consideration for compliance.
2. License compliance shall also include noise regulation standards, and the event permit shall include and make clear the maximum decibel allowance allowed at the property line.

Penalties and Enforcement:

1. City Officials and Staff may consider Municipal Code §1-19 Penalty provisions, §121-9L. Enforcement, §169-2 Compliance; denial of application; suspension or revocation, §178-8 Abatement of public nuisances, the Comprehensive Master Plan, any element thereof and any other applicable law, regulation, ordinance, code, order, action, or requirement established by the Common Council to protect further the quality of life and wellbeing of the residents of the community.

Noise Monitoring Compliance and Complaints:

1. **Complaints shall be considered during the review process for any event or use on the same property or premises. When necessary, a condition to solve additional concerns will be a condition of the permit.**
2. **To reduce staff time to review time and noise complaints, each monitor shall be calibrated to record at the appropriate decibel to ensure compliance with the maximum decibel level of the receiving district. The device will be programmed to establish an alarm or alert an independent consultant to investigate as soon as practical and remedy the issue. *Alternatively, the Noise Pollution Clearinghouse (NPC) has analyzed noise ordinances from the 500 largest communities in the United States with respect to how they regulate low-frequency noise. Of the 500 ordinances, 304 included "plainly audible" standards. "Plainly audible" was defined as any sound detected by someone using unaided hearing at 50' from the property line. This "plainly audible" standard allows noise disturbances to be easily determined without a specific monitoring device.***
3. **Staff shall ensure that the independent noise monitoring consultant calibrates and maintains monitoring devices regularly as determined by the contract.**
4. **Whenever an independent consultant is required for monitoring, the cost of monitoring shall be the responsibility of the property owner for which the monitoring is required.**
5. **Under circumstances when repeated or a series of events continues over weeks or months, the permit shall provide for a periodic review as included in the permit. Periodic review is a condition of the permit. Review of compliance with permit compliance shall include noise complaints and any event complications or documented exceedances of decibel levels.**
6. **The burden of proof of compliance with the noise ordinances, permit conditions, and operations of activities and events shall be on the operator; complaints are not required to be filed to have a violation of noise regulations or permits.**

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of March 2024.

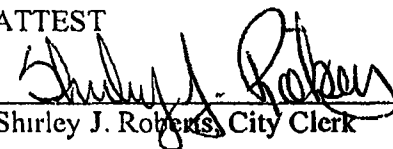
Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this 5th day of March 2024.

APPROVED:



John R. Nelson, Mayor

ATTEST



Shirley J. Roberts, City Clerk

AYES 6

NOES 0

ABSENT 0

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/2024
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH CLEARGOV, INC. FOR BUDGETING AND PLANNING SOFTWARE IMPLEMENTATION	ITEM NUMBER M.11.

BACKGROUND

The City of Franklin entered into an agreement with ClearGov in December 2023 to implement budgeting and planning software at locked-in 2023 rates for the 2025 budget cycle. The agreement was initially approved by the City Council to improve the efficiency and accuracy of budget management and move away from the current manual and labor-intensive processes.

ClearGov's platform includes modules for Capital, Personnel, and Operational Budgeting, as well as a Digital Budget Book and Transparency Center. This system will allow the City to centralize data, streamline budget operations, and enhance public accessibility to budget information.

The final step in this agreement is executing the City's standard form contract with ClearGov, ensuring that services commence in January 2025 as planned.

FISCAL NOTE

ClearGov services for 2025 will be funded in line with previously approved budget allocations, adhering to the pricing agreed upon in 2023 to maintain cost stability for the City.

RECOMMENDATION

Staff recommends that the Council authorize the Directors of Administration and Finance to execute the standard City contract with ClearGov. This would allow for the implementation of budgeting and planning services beginning January 1, 2025, at the previously agreed-upon rates.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-____, A Resolution Authorizing Certain Officials to Execute an Agreement with ClearGov, Inc. for Budgeting and Planning Software Implementation, ensuring that the ClearGov platform is in place for the 2025 budget cycle as per the December 2023 Council approval.

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AGREEMENT WITH CLEARGOV, INC. FOR BUDGETING AND PLANNING
SOFTWARE IMPLEMENTATION

WHEREAS, the City of Franklin seeks to improve efficiency, transparency, and accuracy in its budgeting process by implementing advanced budgeting and planning software; and

WHEREAS, ClearGov, Inc. has offered its Budget Cycle Management (BCM) software suite, including modules for Capital Budgeting, Personnel Budgeting, Operational Budgeting, Digital Budget Book, and Transparency; and

WHEREAS, the Common Council previously approved the engagement with ClearGov, Inc. in December 2023 to lock in 2023 rates for implementation by the 2025 budget season; and

WHEREAS, ClearGov, Inc. has provided a comprehensive service agreement, including a one-time setup fee of \$11,475 and an annual subscription fee of \$37,100, as detailed in the signed service orders dated December 31, 2023, and September 23, 2024; and

WHEREAS, the implementation of ClearGov's software is anticipated to streamline budget operations, enhance collaboration among departments, and provide citizens with greater transparency through interactive digital budgets; and

WHEREAS, the Director of Administration and the Director of Finance recommend finalizing the contract execution to ensure timely implementation and adherence to agreed terms,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the ClearGov Agreement, as attached hereto and incorporated by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, Director of Administration, Director of Finance, and City Clerk are hereby authorized to execute and deliver the agreement and any necessary documents to effectuate this resolution.

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 ____

A G R E E M E N T

This AGREEMENT is made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and ClearGov, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 2 Mill & Main, Suite 630, Maynard, MA 01754.

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 budgeting and planning software;

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 budgeting and planning software, as described in CONTRACTOR's proposals to CLIENT dated December 1, 2023 and September 23, 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. The CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not the CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as an 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 to it, and for 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 the standard subscription rates set forth in CONTRACTOR proposals annexed hereto and incorporated herein as Attachment A, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid monthly for all work satisfactorily completed hereunder. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. The total price will not exceed the amount set forth in CONTRACTOR proposals annexed hereto and incorporated herein as Attachment A. As set forth in Attachment A, CONTRACTOR shall invoice CLIENT on an annual basis in advance for the subscription fees.
- C. Considering the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from the 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. The CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not limit 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 before the change order agreement under this AGREEMENT. Upon acceptance of the request for such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed with 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. Sarah Sears 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. The CLIENT will promptly provide the contractor with all available information concerning the PROJECT as deemed necessary by the CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Laurie Fox CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CLIENT.

V. TERMINATION

- A. If 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 will be delivered to the CLIENT in a completed form or process. CLIENT shall hold CONTRACTOR harmless for any incomplete work due to early termination.
- B. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive. They 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>\$1,000,000 per occurrence for bodily injury, personal injury, and property damage \$2,000,000 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 (<i>Must include hired and non-owned coverage</i>)	<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>
C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	<p>\$1,000,000 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	<p>Statutory</p> <p><i>The contractor will provide a waiver of subrogation and any rights of recovery allowed under any workers' compensation law</i></p>
E. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	<p>\$2,000,000 single limit</p>

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 canceled 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. 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 liability limits for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of _____.

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 seven (7) years following its completion. The CONTRACTOR shall make such records available to the CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill, and diligence shall be exercised in performing the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. All persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as required by law.

- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and products provided by CONTRACTOR under this AGREEMENT shall comply 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 its affiliates have any financial or other personal interest that would conflict with the performance of the services under this Agreement and that neither it nor its affiliates will acquire any such interest directly or indirectly. CONTRACTOR warrants that it immediately notifies 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 CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY _____

PRINT NAME: John R. Nelson

TITLE Mayor

DATE: _____

BY _____

PRINT NAME Danielle L. Brown

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Shirley J. Roberts

TITLE City Clerk

DATE: _____

ClearGov, Inc.

BY Bryan A. Burdick

PRINT NAME. Bryan A. Burdick

TITLE President

DATE 11/07/2024

Approved as to form.

Jesse A. Wesolowski, City Attorney

DATE _____



Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: Franklin_WI - COF ClearGov Agreement
Document created: 11/07/2024 16:09:19
Document pages: 6
Document ID: a876a339274646569fbb33fb0d3103ba6bba51a3
Document Sent: 11/07/2024 16:12:17 UTC
Document Status: Signed
11/07/2024 16:50:43UTC

Sender: ssears@cleargov.com
Signers: bburdick@cleargov.com
CC:

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	ssears@cleargov.com	11/07/2024 16:09:19 pm UTC	11/07/2024 16:09:16 pm UTC	99.121.106.185
SignNow Web Application	Viewed the Document	ssears@cleargov.com	11/07/2024 16:09:59 pm UTC	11/07/2024 16:09:59 pm UTC	99.121.106.185
SignNow Web Application	Document Saved	ssears@cleargov.com	11/07/2024 16:12:03 pm UTC	11/07/2024 16:12:04 pm UTC	99.121.106.185
SignNow Web Application	Invite Sent to: bburdick@cleargov.com	ssears@cleargov.com	11/07/2024 16:12:19 pm UTC	11/07/2024 16:12:16 pm UTC	99.121.106.185
SignNow Web Application	Viewed the Document	bburdick@cleargov.com	11/07/2024 16:50:32 pm UTC	11/07/2024 16:50:32 pm UTC	98.110.245.96
SignNow Web Application	Viewed the Document	bburdick@cleargov.com	11/07/2024 16:50:32 pm UTC	11/07/2024 16:50:32 pm UTC	98.110.245.96
SignNow Web Application	Added a Text	bburdick@cleargov.com	11/07/2024 16:50:43 pm UTC	11/07/2024 16:50:41 pm UTC	98.110.245.96
SignNow Web Application	Signed the Document	bburdick@cleargov.com	11/07/2024 16:50:43 pm UTC	11/07/2024 16:50:41 pm UTC	98.110.245.96

ClearBudgets Onboarding Process

Steps to Get You Up and Running



Overview

The ClearGov onboarding process is designed to activate and set up your ClearGov solution. We have designed the process to be as straightforward as possible. Yes - there are some things you'll have to do, but the effort is likely to be much less than other robust software implementations you have experienced in the past. With your specific goals and budget timeline in mind, your Implementation Manager will develop a plan and guide you through what needs to be done to get you and your team up and running. The Implementation Manager will work with you and ClearGov's internal experts to achieve onboarding milestones.

It is important to note that the onboarding process will have a big impact on your long-term success with ClearGov and as such, it is a partnership with both shared and individual responsibilities. Rest assured that your Implementation Manager will keep you informed about progress and next steps along the way. Our job is to help you maximize the benefits you receive by using the ClearGov platform.



"Governments looking for budgeting and transparency software need to know two things about ClearGov: 1) it's super easy to use, and 2) the ClearGov Client Success team is unparalleled in its ability to work individually with each client. I have not found that at any other company. No one does what ClearGov does, and they have really helped us do a better job."

Brandon Neish
Finance Director
City of Sweet Home, OR
Population: 10,000

Roles & Responsibilities

Effectively and efficiently completing the onboarding process requires a small group of people - from both ClearGov and Client - with specific roles and responsibilities, as follows.

NOTE: For some customers, one person may play multiple roles.

Client Team

- **Executive Sponsor:** Champions the implementation and rollout of ClearGov inside Client. Removes roadblocks and acts as the escalation point if the onboarding process stalls.
- **Primary Contact:** Go-to person at Client who is the main liaison with ClearGov's Implementation Manager. Responsible for scheduling meetings and ensuring the right people from the organization attend.
- **Data Exporter:** The person responsible for exporting financial data from your ERP / Accounting System and providing Account ID structure information.
- **Data Reviewer:** The person responsible for reviewing and approving data maps and how your data displays within the ClearGov platform.

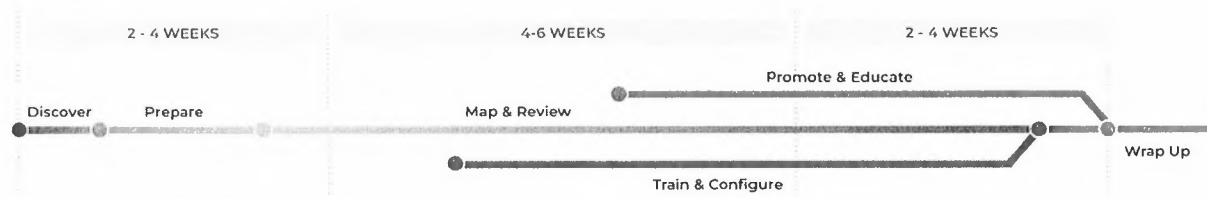
ClearGov Team

- **Implementation Manager:** Overall Project Manager for onboarding. Responsible for driving meetings as required and guiding you through the onboarding process. Ensures alignment with what needs to be done and who needs to do it.
- **Data Onboarding Consultant:** A ClearGov local government finance expert responsible for uploading and categorizing your financial data. Will work closely with the Data Reviewer to complete data mapping.
- **Training & Enablement Specialist:** A ClearGov team member who is deeply familiar with ClearGov products and has developed on-demand educational material available in ClearGov's Support Center. This person will lead training workshops as necessary for users.
- **Client Success Manager:** Once your onboarding process is complete, you will be introduced to your Client Success Manager, who is responsible for making sure you achieve your objectives and have ongoing success using the ClearGov platform.
- **ClearGov Support Team (support@cleargov.com):** Everyone on this team understands how ClearGov products work and can answer questions to help you complete a task. The ClearGov Support team is available for technical assistance for all ClearGov customers.
- **ClearGov Data Team (data@cleargov.com):** The ClearGov Data Team is responsible for adding new or updating existing data after the initial onboarding is complete.

Onboarding Timeline

We have successfully onboarded hundreds of local governments, so we know that different organizations have different objectives and deadlines. Some of our customers want/need to implement as quickly as possible and make ClearGov their #1 priority. Other customers take a more relaxed approach and fit us in among other projects. As a result, the onboarding process typically stretches across 60 - 90 days, which allows enough time for us to collaborate and complete the important tasks mentioned in the next section.

Typical Onboarding Timeline



IMPORTANT - Meeting Your Deadline: We are happy to work at whatever pace fits your needs, and we recognize that in certain circumstances, you may require an expedited onboarding process. If you have a specific deadline in mind, please inform your Account Executive or Implementation Manager as soon as possible. We will do our best to meet your deadline (we don't miss many of them), and we'll let you know exactly what we need from you - and when - in order to hit your objective.

Onboarding Phases & Tasks

The onboarding process has six phases, as outlined below. Some of these phases overlap and can occur concurrently to reduce the duration of onboarding. Furthermore, once your product subscriptions are activated you are able to use the product(s) immediately to complete various setup & customization tasks while the financial data you provided to ClearGov is being uploaded and mapped.

Phase 1: Discover

The Discover phase is the initial period when you and ClearGov develop a shared understanding of your goals, specific data requirements & structure, budget cycle timeline, and onboarding plan. Depending upon schedules and availability, the Discover phase - in conjunction with the Prepare phase - usually lasts 2 to 4 weeks, starting when you sign the ClearGov service order and your Account Executive connects you with your Implementation Manager. The Implementation Manager is the person who is responsible for overseeing the onboarding process and ensuring both you and the ClearGov team are on track to meet key milestones.

The key objectives during the Discover phase include:

- **Share Goals:** During the Kickoff call, your Implementation Manager will review and verify the goals you discussed with the Account Executive during the sales process.
- **Confirm Key Milestones & Dates:** This information will be used as input to the onboarding project plan and to ensure that everyone has common expectations.
- **Define Launch Requirements:** The Implementation Manager will guide you through exactly what needs to be completed prior to launching ClearGov applications with your organization.

Task	Responsibility	Notes
Product subscription activation	ClearGov	ClearGov will activate your subscription in accordance with the Service Start Date listed in your Service Order. ClearGov will create your initial Client Admin user, who can then access the platform and add additional (unlimited) users as necessary.
Kickoff & Data Discovery calls	ClearGov & Client	<p>The Implementation Manager will schedule two separate 30 - 60 minute Zoom sessions with your team.</p> <p>The first call is to discuss key objectives and the timeline for onboarding. The Client's Primary Contact should attend this meeting and anyone else who would like to be involved.</p> <p>The second is with a ClearGov Data Onboarding consultant to understand your financial data and collect information for categorizing that data. The Client's Primary Contact, Data Exporter, and Data Reviewer should attend this meeting.</p>
Complete Implementation Worksheet	ClearGov & Client	The Implementation Manager will share a worksheet with a few questions to help us better understand your specific needs and timeline.
Assemble teams and resources	ClearGov & Client	Identify and assemble the necessary individuals - on both teams - to participate in onboarding.
Create a detailed project plan with timeline	ClearGov	The Implementation Manager will develop the timeline and project plans and will review these with the Primary Contact.

Phase 2: Prepare

The Prepare phase focuses mainly on helping ClearGov understand how you categorize your financial data and what changes may be necessary in order to display data the way you prefer within the ClearGov platform. During the Prepare phase, we will ask you to export financial data from your ERP or accounting system and provide information on your account code structure.

Task	Responsibility	Notes
Data Onboarding learning path	Client	We will share material to help you understand the ClearGov data onboarding requirements, as well as how certain choices will affect how your data is displayed within our products.
Scope data implementation	ClearGov	We will ask you to verify how many years of historical data you wish to include in the platform along with which budget and actual versions you want to onboard.
Export Financial Data	Client	We will ask you to export financial data from your ERP / accounting system, and we will provide data format requirements.
Provide mapping information	Client	We will ask you to provide guidance about how to categorize line items based on the structure of your Account IDs, i.e. help us understand your Account ID segment codes.

Review and clarify data	ClearGov	ClearGov will review the data files and information you provide and will let you know if we have clarifying questions.
-------------------------	----------	--

Phase 3: Map & Review

Formatting, uploading, and mapping your financial (i.e. general ledger revenue and expense) data is the most important step of the onboarding process because that data is what enables the full use of our budgeting applications. A ClearGov Data Onboarding Consultant will complete this work while relying on you to provide a complete set of data files and your input along the way. We will need you to attend a few calls, carefully review the mapping and provide timely feedback. It is our goal to make sure your financial data is presented through the ClearGov applications in the way you want.

Task	Responsibility	Notes
Upload and map financial data	ClearGov	We will format and upload your financial (revenue and expense) data and map each line item into categories such as fund, department, revenue source, and objects
Review initial mapping	ClearGov & Client	We will review your initial mapping with you in a Mapping Review call and develop a strategy for you to provide feedback.
Provide feedback and iterate initial mapping	ClearGov & Client	If necessary, we will create a mapping feedback form for you to fill out and return to us. We will make mapping revisions based on your feedback.
Review mapping in-product	ClearGov & Client	We will review how data flows into key product areas and how you can change how your data looks using product settings. If no initial mapping revisions are required, this process can happen in the initial Mapping Review call.
Product-specific settings	ClearGov & Client	During the in-product review, we will discuss how specific product settings can impact the presentation of your data, e.g. Digital Budget Book best practices for creating department pages with a consistent look.

Phase 4: Train & Configure

Administrators can begin learning how to use ClearGov as well as configure non-financial application settings while data is being mapped. We have developed comprehensive courses that will provide you with step-by-step instructions on how to configure ClearGov. Your Implementation Manager will recommend a custom learning path based on the products you have purchased. The specific tasks required in this phase are outlined in the table below.

Task	Responsibility	Notes
Administrators & editors begin their	ClearGov & Client	Your Implementation Manager will recommend and enroll you in ClearGov Academy courses to help you meet your goals. Courses

learning path and explore help resources		are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption. Login to ClearGov Academy and begin your learning path, and log in to ClearGov and explore our Support Center resources.
Admin & Editor Workshops	ClearGov & Client	Schedule and complete product workshops, as required. (See note below for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.
Configure non-financial application settings	Client	<p>Complete configurations in selected applications. Some examples:</p> <ul style="list-style-type: none"> • Select the pages you would like to include in your Transparency Center • Customize Capital Budgeting Forms • Create Wage Schedules in Personnel Budgeting, etc. <p>Your Implementation Manager will provide a comprehensive list of configuration tasks you can complete while your financial data is being onboarded.</p>
Import non-financial data	Client	Import non-financial data such as existing employee information for Personnel Budgeting and capital requests for Capital Budgeting.
Add users to the system	Client	In the User Management application, add all potential users to the system. Adding all users here makes it easy to select the appropriate people when it comes time to request budget input and review.

ClearGov Workshops Overview

ClearGov's products are designed to be easy to use and our learning resources are robust. As a result, you may not need a Workshop for all products. If you want one, here are our guidelines:

- ClearGov will provide a 30-minute Workshop for each product in your subscription.
- ClearGov Workshops may be attended by both Administrators and Editors.
- ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is **highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop.**
- All Workshops are recorded for your ongoing reference and team access.

Phase 5: Promote & Educate

ClearGov applications are built to foster collaboration during the budget development process. As such, we want to make sure your entire team knows what ClearGov is and how to get the most from our platform.

Task	Responsibility	Notes
Introduce ClearGov to colleagues	ClearGov & Client	Your Implementation Manager will work with you to customize materials (email messaging and supporting materials) to send to key stakeholders in your organization.
Department Heads complete learning paths	Client	Your Implementation Manager will recommend ClearGov Academy courses for your Department Heads and other users of ClearGov based on the products included in your subscription. Your Implementation Manager will also recommend other resources available through our learning center to ensure your Department Heads are set up for success with ClearGov.
Department Head Workshop	ClearGov & Client	Schedule and complete product workshops, as required. (See note above for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.

Phase 6: Wrap Up

With your onboarding process complete, the Client team will be well-prepared to build and communicate your budget. At this point, your Implementation Manager will introduce you to the ClearGov Team who will support you, including your Client Success Manager.

Task	Responsibility	Notes
Client Success Manager assigned	ClearGov	ClearGov will assign a dedicated Client Success Manager (CSM). Your CSM will become your primary point of contact to provide coaching, share best practices, and ensure continued success with your ClearGov platform.
Post-Onboarding Review call	ClearGov & Client	Your Implementation Manager will coordinate a call with your new CSM and your Primary Contact to do a final review of any outstanding onboarding tasks as well as to gather your feedback to highlight if any part of the process could have been executed better.
Communicate Support & Data Request process	ClearGov	<p>Your Implementation Manager will provide instructions on how to contact our Support Team if you have questions or run into a technical issue.</p> <p>Your Implementation Manager will also provide instructions on how to submit data uploads or modification requests to the Data Team.</p>

Data Requirements

ClearGov's Onboarding process is focused on getting your most complex data up and running on the ClearGov platform. In a nutshell, this means your financial (i.e. general ledger revenue and expense) data - both current and historical information. This data should be readily exportable from any accounting/ERP system. We have partnered with a

few vendors to include an “Export to ClearGov” button in their solutions and for some others we can provide detailed export instructions. Your IM will let you know what is available based on the accounting/ERP system you use. Your IM will also provide you with a more detailed document explaining data requirements. The highlights are outlined below.

Data Onboarding Requirements by Product

Product	Chart of Accounts	Revenue & Expenditure Data		Checkbook Detail
		Actual	Budgeted	
Operational Budgeting	✓	✓	✓	N/A
Personnel Budgeting	✓	N/A	N/A	N/A
Capital Budgeting	✓	N/A	N/A	N/A
Digital Budget Book	✓	✓	✓	N/A
Transparency	✓	✓	✓	✓

Data Onboarding Detail

Actual Revenues & Expenditures

- The majority of clients sent us 4 to 6 years, however, there is no limit
- By providing more years, trend charts will be more robust
- Current FY budget data is used as the basis to create the next FY budget.

Budgeted Revenue & Expenditures

- Current and upcoming
- Past years to display budget-to-actuals (optional)

Check Level Detail (ClearGov Transparency Only, Optional)

- If you wish to use the Open Checkbook feature in ClearGov Transparency
- Your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer

Line Item Detail File(s)

- Line-item level revenue and expense data. Depending on which accounting system you use, all years may be exported in one file or there may be a file created for each year.
- Each line item should include full account number, account description, fund and dollar amount. We will also need to know the associated fiscal year and if the line item is tied to revenue or expense.

- Depending upon which accounting system you're using, this is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- This is simply an explanation of your account number structure.
- An account number is made up of segments and for each segment we need to know its purpose (i.e. whether it refers to a fund, a department, an object, etc.).
- Most accounting systems enable you to run a report to generate this information. It's often called a Segment Report or Chart of Accounts. If yours does not, just let us know. The ClearGov data team has successfully uploaded data for hundreds of clients and will work with you to determine the best options.

How much data should we provide?

In short, it depends on which product(s) you plan to use:

- **Operational Budgeting:** Should provide budgeted data for the current fiscal year and any historical budgeted/actual data you would like to be able to view/compare when you are building your next budget. NOTE: The Forecasting module uses historical data to build forecasts, so the more historical data you provide, the better your forecasts will be.
- **Digital Budget Book:** Should provide budgeted and actual data for any fiscal year that you wish to present in your digital budget, typically 3-5 years.
- **Transparency:** Should provide any budgeted and actual data for fiscal years that you wish to present within your Transparency profile. Generally, we recommend presenting at least 4 years of data to be able to show trend analysis over time, but we can upload as many years as you provide.



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	George Hoermann
Contact Phone	(203) 246-3611
Contact Email	ghoermann@cleargov.com

Order Date	Dec 1, 2023
Order valid if signed by	Dec 31, 2023

Customer Information					
Customer	The City of Franklin, Wisconsin	Contact	Kelly Hersh	Billing Contact	Danielle Brown
Address	9229 W. Loomis Road	Title	Director of Administration	Title	Director of Finance
City, St, Zip	Franklin, WI 53132	Email	khersh@franklinwi.gov	Email	DBrown@franklinwi.gov
Phone	(414) 425-7500			PO # (if any)	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 2	\$ 16,200.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 2	\$ (4,725.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 11,475.00
Subscription Services	Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition	Tier 2	\$ 13,300.00
ClearGov BCM Personnel Budgeting - Civic Edition	Tier 2	\$ 12,100.00
ClearGov BCM Capital Budgeting - Civic Edition	Tier 2	\$ 9,800.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 2	\$ 8,100.00
ClearGov BCM Transparency - Civic Edition	Tier 2	\$ 7,300.00
ClearGov ClearPlans - Civic Edition	Tier 2	\$ 8,100.00
ClearGov BCM Full Suite Bundle Promotion: (Offer expires on December 31, 2023)	Tier 2	\$ (21,600.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 37,100.00


ClearGov will provide your Services according to this schedule...

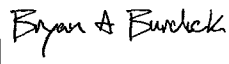
Period	Start Date	End Date	Description
Setup	Jan 1, 2025	Jan 1, 2025	ClearGov Setup Services
Initial	Jan 1, 2025	Dec 31, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Jan 1, 2025	\$11,475.00	One Time Setup Fee
Jan 1, 2025	\$37,100.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein		
Billing Terms and Conditions		
Valid Until	Dec 31, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an " Annual Term "), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Cancellation Option	This ClearGov Service Order is subject to the approval of the Franklin City Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its December 2024 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Kelly Hersh
Title	Director of Administration

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After Initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: CG - Franklin WI- City - 2023-12-31 - NEW Voltron with CP (2) (1)
Document created: 11/07/2024 16:09:46
Document pages: 3
Document ID: 8d0866a124624dfef3c158f2ff0632e991f60c9d
Document Sent: 11/07/2024 16:12:17 UTC
Document Status: Signed
11/07/2024 16:12:17UTC

Sender: ssears@cleargov.com
Signers: bburdick@cleargov.com
CC:

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	ssears@cleargov.com	11/07/2024 16:09:46 pm UTC	11/07/2024 16:09:43 pm UTC	99.121.106.185
SignNow Web Application	Viewed the Document	ssears@cleargov.com	11/07/2024 16:09:59 pm UTC	11/07/2024 16:09:58 pm UTC	99.121.106.185
SignNow Web Application	Document Saved	ssears@cleargov.com	11/07/2024 16:12:04 pm UTC	11/07/2024 16:12:04 pm UTC	99.121.106.185
SignNow Web Application	Invite Sent to: bburdick@cleargov.com	ssears@cleargov.com	11/07/2024 16:12:19 pm UTC	11/07/2024 16:12:16 pm UTC	99.121.106.185
SignNow Web Application	Viewed the Document	bburdick@cleargov.com	11/07/2024 16:50:32 pm UTC	11/07/2024 16:50:32 pm UTC	98.110.245.96
SignNow Web Application	Viewed the Document	bburdick@cleargov.com	11/07/2024 16:50:32 pm UTC	11/07/2024 16:50:32 pm UTC	98.110.245.96
SignNow Web Application	Document Saved	bburdick@cleargov.com	11/07/2024 16:50:46 pm UTC	11/07/2024 16:50:45 pm UTC	98.110.245.96



ClearGov

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	George Hoermann
Contact Phone	(203) 246-3611
Contact Email	ghoermann@cleargov.com

Order Date	Sep 23, 2024
Order valid if signed by	Sep 30, 2024

Customer Information					
Customer	The City of Franklin, Wisconsin	Contact	Kelly Hersh	Billing Contact	Danielle Brown
Address	9229 W. Loomis Road	Title	Director of Administration	Title	Director of Finance
City, St, Zip	Franklin, WI 53132	Email	khersh@franklinwi.gov	Email	dbrown@franklinwi.gov
Phone	(414) 425-7500			PO # (if any)	

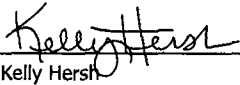
The Services you will receive and the Fees for those Services are...		
Set up Services		Tier/Rate
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 2
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions		Tier 2
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 1,755.00
Subscription Services		Tier
ClearGov BCM Digital ACFR - Civic Edition		Tier 2
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions		Tier 2
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 6,020.00


ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jan 1, 2025	Jan 1, 2025	ClearGov Setup Services
Initial	Jan 1, 2025	Dec 31, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jan 1, 2025	\$1,755.00	One Time Setup Fee
Jan 1, 2025	\$6,020.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	Sep 30, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically Increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.

Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Cancellation Option	This ClearGov Service Order is subject to the approval of the Franklin City Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its December 2024 meeting, Customer shall have the option to terminate this Service Order Immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Kelly Hershey
Title	Director of Administration

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	Yes	If Yes: Original Service Order Date	12/1/23

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: CG - BCM Service Order for Franklin WI 9.23.2024
Document created: 09/23/2024 22:11:53
Document pages: 3
Document ID: 08e081ab5af44814ba722ba8ea953be5fe5bd839
Document Sent: 09/23/2024 22:12:31 UTC
Document Status: Signed
09/23/2024 22:44:35UTC

Sender: ghoermann@cleargov.com
Signers: bburdick@cleargov.com
CC:

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	ghoermann@cleargov.com	09/23/2024 22:11:53 pm UTC	09/23/2024 22:11:51 pm UTC	72.74.191.65
SignNow Web Application	Viewed the Document	ghoermann@cleargov.com	09/23/2024 22:11:58 pm UTC	09/23/2024 22:11:58 pm UTC	72.74.191.65
SignNow Web Application	Document Saved	ghoermann@cleargov.com	09/23/2024 22:12:23 pm UTC	09/23/2024 22:12:23 pm UTC	72.74.191.65
SignNow Web Application	Invite Sent to: bburdick@cleargov.com	ghoermann@cleargov.com	09/23/2024 22:12:31 pm UTC	09/23/2024 22:12:30 pm UTC	72.74.191.65
SignNow Web Application	Viewed the Document	bburdick@cleargov.com	09/23/2024 22:35:30 pm UTC	09/23/2024 22:35:30 pm UTC	100.6.33.5
SignNow Web Application	Viewed the Document	bburdick@cleargov.com	09/23/2024 22:35:39 pm UTC	09/23/2024 22:35:28 pm UTC	66.60.182.71
SignNow Web Application	Document Saved	bburdick@cleargov.com	09/23/2024 22:44:35 pm UTC	09/23/2024 22:44:35 pm UTC	100.6.33.5
SignNow Web Application	Signed the Document	bburdick@cleargov.com	09/23/2024 22:44:35 pm UTC	09/23/2024 22:44:35 pm UTC	100.6.33.5
SignNow Web Application	Unfinished Document	bburdick@cleargov.com	09/23/2024 22:44:35 pm UTC	09/23/2024 22:44:35 pm UTC	10.50.93.181

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 16, 2024
REPORTS & RECOMMENDATIONS	Finance Committee Recommended Changes to the 2025 Mayor's Recommended Budget	ITEM NUMBER 12.101

Background

Upon introduction of the Mayor's Recommended 2025 Budget on September 17, 2024, the Finance Committee reviewed the Recommended Budget. The Finance Committee met four times on September 24th, 26th, October 7th and 9th. Department Heads made themselves available to provide details on their requests and respond to inquiries regarding operating and capital items.

The Finance Department worked extremely hard with the information provided to present a balanced budget. The Finance Committee has reviewed the entire 2025 Mayor's Recommended Budget, but further discussion on Tax Levy Appropriated Funds will be held at the Finance Committee meeting on October 22, 2024.

Recommendation

After hearing from the Department Heads related to 2025 operating and capital budgets, reviewing each of the operating departments, Debt Service, Tax Incremental Financing Districts, Capital, and all Special Revenue funds, the Finance Committee has compiled recommended changes for the 2025 Mayor's Recommended Budget to the Common Council.

The Finance Committee recommends changes to the 2025 Budget, summarized by Fund and Budget Appropriation Unit as attached.

Again, further discussion on the General Fund, Self Insurance Fund and Sewer Fund will be held on October 22, 2024 and any recommended changes by the Finance Committee will be presented to the Council at a Special Common Council meeting on October 29, 2024.

COUNCIL ACTION REQUESTED

Motion to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule be included in the Proposed 2025 City of Franklin, WI Budget for the Public Hearing scheduled for November 12, 2024.

Finance Dept. - DB

City of Franklin
Finance Committee Changes to Recommended Budget

Fund - Dept - Acct	Revenues	Expenditures	Net
Debt Service	1,577,919	1,476,138	101,781
31-0000-4011 Debt Service Tax Levy	-100,000		-100,000
			0
Revised Total	1,477,919	1,476,138	1,781
Capital Outlay	1,058,000	1,055,126	2,874
41-0211-5810 Fleet Lease Program - PD		-270,000	270,000
41-0147-5843 Software (Website)		-20,000	20,000
41-0151-5843 Software (ClearGov)		48,575	-48,575
41-0221-5822 Building Improvements - Station #1 Remodel		50,000	-50,000
41-0211-5819 Capital Equipment (Tasers)		48,260	-48,260
41-0211-5819 Capital Equipment (Body Cameras)		69,410	-69,410
41-0199-5499 Unrestricted Contingency		10,000	-10,000
Revised Total	1,058,000	991,371	66,629
Capital Improvement	3,911,600	2,600,000	1,311,600
46-0551-5833 5127 Trail - STH 100 - 60th to St Martins (Updated construction estimate from DOT + 10% contingency)		169,400	-169,400
46-0000-4911 Bond Proceeds	-1,142,200		-1,142,200
Revised Total	2,769,400	2,769,400	0
Street Improvement	2,343,900	2,340,000	3,900
47-0000-4144 Transportation Aid	16,000		16,000
47-0331-5823 Local Street Improvement Program		16,000	-16,000
Revised Total	2,359,900	2,356,000	3,900
Impact Fee Development Fund	1,010,000	1,333,018	-323,018
27-0000-4294 Water Impact Fees	675,000		675,000
Revised Total	1,685,000	1,333,018	351,982

been completing these duties for five or more years, as documented in the attached memos, emails, appeal and job analysis questionnaire. Seconded by Alderman Hasan. All voted Aye; motion carried.

AGREEMENT WITH
CLEARGOV FOR
SOFTWARE

- G.32. Alderman Barber moved to authorize the Director of Administration to enter into an agreement with ClearGov, which includes a Termination at Any Time Without Penalty Clause to lock in 2023 rates for software that would be implemented for the City by the 2025 Budget season or sooner. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. 2023-8081
AGREEMENT WITH
JSA
ENVIRONMENTAL,
INC. FOR LANDFILL
MONITORING

- G.34. Alderman Barber moved to adopt Resolution No. 2023-8081, 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, 2024, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2023-2575
AMEND ORD. 2022-
2521 ADOPTING 2023
BUDGET FOR SEWER
FUND FOR
EQUIPMENT

- G.35. Alderman Barber moved to adopt Ordinance No. 2023-2575, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE SEWER FUND TO PROVIDE ADDITIONAL AUTO EQUIPMENT APPROPRIATIONS ASSOCIATED WITH THE PURCHASE OF A UTILITY VEHICLE IN THE AMOUNT OF \$59,784.50. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

RES. 2023-8082
PURCHASE 2023
FORD F550

- G.36. Alderman Barber moved to adopt Resolution No. 2023-8082, A RESOLUTION TO PURCHASE A 2023 FORD F550 SUPER CHASSIS XL V8 DIESEL WITH ADDITIONAL EQUIPMENT FROM HILLER FORD, INC. FOR \$119,569.00 FROM THE SEWER AND WATER UTILITIES. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

Mayor Nelson took a recess at 9:43 p.m. Mayor Nelson reconvened at 9:50 p.m.

CLOSED SESSION
PROPOSED TAX
ASSESSMENT
SERVICES

- G.37. Alderman Barber moved, with regard to the Evaluation and Recommendations by the Director of Administration for Proposed Tax Assessment Services. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), Considering the Deliberating or Negotiating the Purchasing of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 19, 2024
REPORTS & RECOMMENDATIONS	<p>First Amendment To Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, for the property at 3617 West Oakwood Road bearing Tax Key No. 950-9001-000 and 10651 South Hickory Street bearing Tax Key No. 950-9002-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Potential First Amendment To Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER M. 12.

Annexed hereto is a draft of a First Amendment To Tax Incremental District No. 8 Development Agreement between the City of Franklin and Oakwood Industrial LLC, which agreement remains in negotiation at the time of this writing.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Potential First Amendment To Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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 EXECUTE A
FIRST AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT
BETWEEN THE CITY OF FRANKLIN AND OAKWOOD INDUSTRIAL LLC

WHEREAS, Oakwood Industrial LLC has constructed a Spec Industrial Building, on a separate parcel, in its Mixed-Use Development at 3617 West Oakwood Road, the property bearing Tax Key No. 950-9001-000, within the Franklin Corporate Park area within Tax Incremental District No. 8;

WHEREAS, City staff and developer representatives have prepared an agreement amendment, facilitating sale of the building, and staff recommends approval thereof, subject to minor and technical changes approved by the Director of Administration, the City Engineer and the City Attorney; and

WHEREAS, the Common Council having considered the agreement and having found same to be reasonable and in furtherance of the development in the interest of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the First Amendment to the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, in the form and content as presented to the Common Council at its meeting on November 19, 2024 (which included some changes to the draft agreement in the meeting agenda packet), subject to minor and technical changes approved by the Director of Administration, the City Engineer and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the First Amendment to the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of the First Amendment to the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 19th day of November ____, 2024.

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

APPROVED

John R. Nelson

ATTEST:

Shirley J. Roberts

AYES ____ NOES ____ ABSENT ____

EXHIBIT A

LEGAL DESCRIPTION

THE EAST FIFTY (50) ACRES OF THE NORTH WEST QUARTER OF SECTION
NUMBERED THIRTY-SIX (36), IN TOWNSHIP NUMBERED FIVE (5) NORTH OF
RANGE NUMBERED TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN,
MILWAUKEE COUNTY, WISCONSIN.

EXCEPTING THEREFROM LANDS CONVEYED IN QUIT CLAIM DEED RECORDED
MAY 11, 1989, REEL 2329, IMAGE 410, AS DOCUMENT NO. 6275397, DESCRIBED AS
FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH,
RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN,
WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE
SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE SOUTH 88° 36'
23" WEST, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 60.01 FEET TO A POINT;
THENCE NORTH 00° 21' 20" WEST, AND PARALLEL TO THE EAST LINE OF SAID 1/4
SECTION 30.01 FEET TO A POINT, THENCE NORTH 88° 36' 23" EAST 60.01 FEET TO A
POINT, THENCE SOUTH 00° 21' 20" EAST, ALONG THE EAST LINE OF SAID 1/4
SECTION, 30.01 FEET TO THE POINT OF BEGINNING. FURTHER EXCEPTING
THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED JUNE 20, 2006
AS DOCUMENT NO. 9255626, FURTHER EXCEPTING THEREFROM LANDS
CONVEYED IN TRUSTEES DEED RECORDED MARCH 6, 2020 AS DOCUMENT NO.
10958156.

FOR INFORMATIONAL PURPOSES ONLY:

TAX PARCEL NO. 950-9997-001

**FIRST AMENDMENT TO
TAX INCREMENTAL DISTRICT NO. 8
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT AGREEMENT (the "**Amendment**") is entered into as of November __, 2024, between **OAKWOOD INDUSTRIAL LLC**, a Wisconsin limited liability company (the "**Developer**"), the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation (the "**City**"), Stewart M. Wangard, an individual resident of the State of Wisconsin (the "**Guarantor**"), and _____, a Wisconsin limited liability company ("**Parcel 1 Buyer**").

RECITALS

The City, Developer, Guarantor and Parcel 1 Buyer acknowledge:

A. Developer is the owner of Lots 1 and 2 of Certified Survey Map No. 9530 (the "**CSM**"), being a part of the NE ¼ and the SE ¼ of the NW ¼ of Section 36, Township 5 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin (the "**Property**").

B. In connection with the development of the Property, Developer and City entered into a Tax Incremental District No. 8 Development Agreement dated November 19, 2021 (the "**Agreement**") and a Memorandum of Development Agreement which was recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin on November 24, 2021 as Document No. 11190617. Guarantor provided a limited guaranty of certain provisions contained in the Agreement.

C. Article II, Section G.2 of the Agreement permits Developer to subdivide the Property, to sell and convey each parcel created from the Property to unrelated third parties, and to have obligations under the Agreement separated for each parcel created from the Property.

D. Pursuant to the CSM, the Property was subdivided into Lot 1 of the CSM ("**Parcel 1**") and Lot 2 of the CSM ("**Parcel 2**").

E. Parcel 1 Buyer is under contract with Developer to acquire fee title to Parcel 1.

F. Developer and the City now desire to amend the Agreement to provide for the guaranteed assessed values set forth in Schedule D to the Agreement to be calculated separately for Parcel 1 and Parcel 2, as more particularly set forth below.

G. The City, pursuant to Common Council action dated November 19, 2024, has approved this Amendment and authorized its execution by the proper City officials on the City's behalf.

H. Developer and Guarantor have also approved this Amendment and authorized its execution on Developer's behalf, as agent for affiliated owners.

AMENDMENTS

The parties hereby agree to amend the Agreement as set forth below:

1. City acknowledges that Parcel 1 has been improved with an approximately 236,158 square foot industrial building in compliance with the Agreement, and all Public Improvements required in connection with Parcel 1 have been timely completed and dedicated to City. City hereby consents to the conveyance of Parcel 1 by Developer to Parcel 1 Buyer, which is an unrelated third party. From and after the closing of the sale of Parcel 1 to Parcel 1 Buyer, Parcel 1 Buyer and its successors and assigns shall have no liability or obligation under the Agreement other than the guaranteed assessed value of Parcel 1 described in Article II, Section G.2 of the Agreement, as modified by Section 3 below.

2. **Exhibit D** attached to the Agreement shall be deleted in its entirety and replaced with the attached **Exhibit D-1** which is incorporated into this Agreement. **Exhibit D-1** provides for the guaranteed assessed values for each of Parcel 1 and Parcel 2.

3. Article II, Section G.2 of the Agreement shall be modified as follows:

a) Through tax year 2026 (i.e., real estate taxes payable in 2027) (i) the Developer shall remain liable for any annual differential payments due under this Subsection for the Property (both Parcel 1 and Parcel 2), and (ii) those differential payments for the Property shall remain guaranteed by Guarantor.

b) Commencing with tax year 2027 (i.e., real estate taxes payable in 2028) (i) the owner of Parcel 1 and the owner of Parcel 2 shall be liable for their respective annual differential payments due under this Subsection based upon the guaranteed assessed values set forth for Parcel 1 and Parcel 2 in the attached **Exhibit D-1** subject to the application of any excess assessment described below in subsection c) hereof, and (ii) only the differential payments for Parcel 2 shall remain guaranteed by Guarantor.

c) Commencing with tax year 2027, in the event that the actual assessed value for Parcel 1 or Parcel 2 exceeds the guaranteed assessed values set forth for Parcel 1 and Parcel 2 in the attached **Exhibit D-1**, the amount of such excess shall be known as the "**Assessment Excess**". If the other parcel's actual assessment value is less than that parcel's guaranteed assessed value set forth in **Exhibit D-1**, the Assessment Excess shall be applied to and added to the actual assessment value for the parcel with the low guaranteed assessed value for purposes of determining the differential payments for such parcel. For example purposes only, if in tax year 2028, Parcel 1 has an actual assessment of \$18,000,000 and Parcel 1's guaranteed assessed value is \$16,500,000, there would be an Assessment Excess of \$1,500,000 (\$18,000,000 - \$16,500,000) and no differential payments shall be owed by the owner of Parcel 1. If Parcel 2's actual assessment for tax year 2028 is \$15,500,000 and the guaranteed assessed value is \$16,500,000, resulting in a shortfall of \$1,000,000, the Assessment Excess of \$1,500,000 from Parcel 1 shall be applied to and added to the actual assessment value of Parcel 2 (\$15,500,000 + \$1,500,000 = \$17,000,000) before any differential payments are calculated for Parcel 2. This example would also result in no differential payments from the owner of Parcel 2 because the actual

assessed value for Parcel 2 plus the Assessment Excess would be greater than the guaranteed assessed value for Parcel 2.

d) Parcel 1 Buyer hereby acknowledges and consents to the right of the City to levy the any differential payment due with respect to Parcel 1 as a special assessment and/or to otherwise levy and/or collect such amounts by the remedies set forth in Article III of the Agreement as set forth in Article II.G.2 against Parcel 1 to the extent not timely paid by Parcel 1 Buyer. For the avoidance of doubt, the City shall not levy any special assessment and/or otherwise levy and/or collect such amounts by the remedies set forth in Article III of the Agreement as set forth in Article II.G.2 against Parcel 1 for any differential payment due with respect to Parcel 2, nor shall the City levy any special assessment and/or also otherwise levy and/or collect such amounts by the remedies set forth in Article III of the Agreement as set forth in Article II.G.2 against Parcel 2 for any differential payment due with respect to Parcel 1.

4. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. Except as expressly modified in this Amendment, the terms and provisions of the Agreement remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment is executed as of the date first above written.

DEVELOPER:

OAKWOOD INDUSTRIAL LLC

By: Wangard Entity Manager LLC, its Manager

By: Wangard Operations LLC, its Manager

By: Wangard Partners, Inc., its Manager

By: _____
Matt Moroney, CEO

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of November, 2024, the above-named Matt Moroney, the CEO of Wangard Partners, Inc., the Manager of Wangard Operations LLC, the Manager of Wangard Entity Manager LLC, the Manager of Oakwood Industrial LLC, to me known to be the person who executed the foregoing amendment on behalf of Oakwood Industrial LLC and by its authority.

Notary Public State of Wisconsin
My commission expires:_____

GUARANTOR:

Stewart M. Wangard

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of November, 2024, the above-named Stewart M. Wangard, an individual, to me known to be the person who executed the foregoing amendment.

Notary Public State of Wisconsin
My commission expires:_____

CITY:

CITY OF FRANKLIN

By: _____
John Nelson, Mayor

By: _____
Danielle Brown, Director of Finance and
Treasurer

Attest: _____
Shirley Roberts, City Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of November, 2024, the above-named John Nelson, Danielle Brown and Shirley Roberts, Mayor, Director of Finance and Treasurer and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing amendment on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This instrument was drafted by:
Timothy J. Voeller, Esq.

PARCEL 1 BUYER:

_____,
a Wisconsin limited liability company

By: _____
Name:
Title:

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of November, 2024, the above-named _____, the _____ of _____, to me known to be the person who executed the foregoing amendment on behalf of _____ and by its authority.

Notary Public State of Wisconsin
My commission expires:_____

EXHIBIT D-1

SCHEDULE OF ANNUAL PROPERTY TAX LIABILITY AND POTENTIAL DIFFERENTIAL PAYMENTS

Year # (of TID)	Tax Year (As of 1/1)	Budget/Revenue Year	Assessed Value (\$) (Property is Parcel 1 and Parcel 2 combined)
2	2022	2023	Property = \$0
3	2023	2024	Property = \$7,859,000
4	2024	2025	Property = 18,509,000
5	2025	2026	Property = \$30,000,000
6	2026	2027	Property = \$33,000,000
7 thru 20	2027 - 2040	2028 -2041	Parcel 1 = \$16,500,000 Parcel 2 = \$16,500,000

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of November 19, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of November 19, 2024.

CITY CLERK'S OFFICE



License Committee Agenda*
Franklin City Hall Alderman Room
9229 West Loomis Road, Franklin, WI
November 19, 2024 – 5:30 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
Type/ Time	Applicant Information	Recommendations		
		Approve	Hold	Deny
Operator 2024-2025 New	Brianna Cole Walgreens #15020			
Operator 2024-2025 New	Muhamet Islami On the Border			
Operator 2024-2025 New	Martin Swan No Location			
Class B Beer Combination 2024-2025	Dhiman LLC DBA India Palace Deepak Dhiman, Agent 7107 S 76th St			
Class A Combination 2024-2025	Twosinghs LLC DBA 7-Eleven #35834C Tajinder Pal Singh, Agent 7610 W Rawson Ave			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Xaverian Missionaries – Annual Mission Festival Fee waivers: License Fees: Extraordinary Event, Temporary Class B Beer and Wine, Operators, Temporary Food, and Sign Permits Location: Xaverian Missionaries, 4500 W Xavier Dr Dates of Event: 6/21/2025 – 6/22/2025			

People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Civic Celebration Committee for Independence Celebration Fee Waivers: License Fees - Temporary Entertainment & Amusement, Temporary Class B Beer & Wine, Operator's; Park Permits Location: Franklin City Hall, Lions Legend Park I & II Dates of Event: 7/3 – 7/6/25			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Fleet Reserve Association Branch 14 – St Martin's Fair Fee Waivers: License Fees – St. Martin's Fair Location: St. Martin's Labor Day Fair Dates of the Event: 8/31 – 9/1/25			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Park Concerts, Inc – Free Concerts Fee Waivers: Park Permits, Band Shell Fees Dates of Events: 6/29/2025, 7/13/2025, 7/27/2025, 8/10/2025, and 8/24/2025 Location: Lions Legend I Bandshell			
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.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated November 1, 2024 through November 14, 2024, Nos. 199991 through Nos. 200174 in the amount of \$ 2,062,358.37. Also included in this listing are EFT Nos. 5870 through EFT Nos. 5881, Library vouchers totaling \$ 1,315.32 and Water Utility vouchers totaling \$ 107,370.76.

Early release disbursements dated November 1, 2024 through November 13, 2024 in the amount of \$ 520,015.86 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 November 15, 2024 is \$ 478,330.29, previously estimated at \$ 490,000. Payroll deductions dated November 15, 2024 are \$ 242,578.38, previously estimated at \$ 525,000.

The estimated payroll for November 29, 2024 is \$ 480,000 with estimated deductions and matching payments of \$ 495,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of November 14, 2024 in the amount of \$ 2,062,358.37
- Payroll dated November 15, 2024 in the amount of \$ 478,330.29 and payments of the various payroll deductions in the amount of \$ 242,578.38 plus City matching payments and
- Estimated payroll dated November 29, 2024 in the amount of \$ 480,000 and payments of the various payroll deductions in the amount of \$ 495,000, plus City matching payments.

ROLL CALL VOTE NEEDED