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

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY AUGUST 19, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
  - 1. Citizen Comment Period.
  - 2. A Proclamation in Recognition of the Franklin Health Department.
- C. Approval of Minutes: Regular Common Council Meeting of August 5, 2025.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
  - 1. A Presentation regarding the City of Franklin Health Department Level III Designation.
  - 2. 2024 Annual Review Provided by City Assessors, Forward Appraisal.
  - 3. A Resolution to Issue Landmark Structures I, LP a Change Order No. 3 for Elevated Water Storage Tank (Contract B) at 8120 S. Lovers Lane Road (TKN 801-9986-000) in the amount of \$19,963.31.
  - 4. A Resolution to Authorize Professional Services Contract with Ruekert & Mielke, Inc. to provide Supervisory Control and Data Acquisition (SCADA) Programming and Integration Services for the new elevated water storage tank for a fee of \$25,000.
  - 5. A Resolution to Authorize Professional Services Contract with Ruekert & Mielke, Inc. to conduct a Water System Storage Capacity Analysis for a fee of \$34,304.
  - 6. A Resolution to Approve Addendum No. 4 for the Department of Public Works Campus Utilities in the Amount of \$25,800 to Foth Infrastructure and Environment, LLC.
  - 7. A Resolution for authorization to WE Energies for Work Order to install two street lights in the Cape Crossing Phase 3 Subdivision.
  - 8. A Resolution Conditionally Approving a Two-Lot Certified Survey Map, Being A Redivision of Certified Survey Map No. 3990 in the Southeast ¼ and Northeast ¼ of the Southwest ¼ of Section 8, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Megna Living Trust, Property Owner) (Steve Rolfe, Midland Commercial Development Corporation, Applicant) (10001 W. Church Street).

9. A Resolution Authorizing the City of Franklin Fire Department to Execute an Agreement with Digitech Computer, LLC for Ambulance Billing Services.
10. Request Council approval for the Fire Department to accept a grant in the amount of \$1,554 from the WE Energies Foundation for the purchase of gas leak detection meters.
11. St Martins Fair Labor Day Apparel.
12. An Ordinance to Repeal Chapter 167 Sex Offenders and Recreate Chapter 167 Entitled Sex Offender Residency Restrictions and Child Safety Zones, of the Municipal Code of Franklin, Wisconsin.
13. *City of Franklin v. Accurate Appraisal LLC*; Milwaukee County Circuit Court Case No. 25-CV-1134. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of August 19, 2025.

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

J. Adjournment.

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

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

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

#### REMINDERS:

August 21	Plan Commission	6:00 p.m.
September 1	City Hall Closed-Labor Day	
September 2	Common Council	6:30 p.m.
September 4	Plan Commission	6:00 p.m.
September 16	Common Council	6:30 p.m.

# **P** City of Franklin Proclamation

## A PROCLAMATION IN RECOGNITION OF THE FRANKLIN HEALTH DEPARTMENT

WHEREAS, the Franklin Health Department provides critical services and programs to the Franklin community supporting health, safety, and quality of life of Franklin residents; and

WHEREAS, the Health Department is dedicated to the Franklin community, responding to emergent needs, and acting as the Chief Health Strategist, pulling together residents and partners to advance health; and

WHEREAS, the local needs continue to grow; and

WHEREAS, from their work leading Volition Franklin (a nationally recognized and awarded substance misuse coalition); to senior programming to help our residents safely age in place; to improving health and safety of our residents of all ages through screenings, clinics, and community events; ensuring our restaurants and hotels are safe; assisting with emergency preparedness and response to natural and manmade disasters; and helping to prevent chronic and communicable diseases; the Franklin Health Department is truly a leader in the County and the State; and

WHEREAS, the Wisconsin Department of Health Services has recognized these efforts and awarded the Franklin Health Department Level III designation, the highest possible designation in the State of Wisconsin.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the staff of City Government, and all of those public officials and staff, present this proclamation to the members of the Franklin Health Department, thanking them for their ongoing service.

Presented to the Franklin Health Department on this 19th day of August, 2025.

\_\_\_\_\_  
John R. Nelson, Mayor

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
AUGUST 5, 2025  
MINUTES

- |  |      |   |
|--|------|---|
| ROLL CALL  | A.   | The regular meeting of the Franklin Common Council was held on August 5, 2025, 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, Alderman Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts. |
| CITIZEN COMMENT  | B.1. | Citizen comment period was opened at 6:32 p.m. and was closed at 6:35 p.m.  |
| MINUTES<br>JULY 15, 2025   | C.1. | Alderman Hasan moved to approve the minutes of the Common Council meeting of July 15, 2025, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.  |
| MINUTES<br>JULY 22, 2025   | C.2. | Alderman Hasan moved to approve the minutes of the Special Common Council meeting of July 22, 2025, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.  |
| MAYORAL APPOINTMENT  | E.   | Alderman Salous moved to confirm the following Mayoral Appointment: Elizabeth Fritz, 8477 S. 47 <sup>th</sup> St., Ald. Dist. 5-Board of Zoning and Building Appeals, 3 year unexpired term expiring 04/30/28. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion Carried.  |
| RES NO. 2025-8361<br>SPECIAL ASSESSMENT FOR<br>INSTALLATION OF WATER<br>MAIN – S. LOVERS LANE TO<br>W. HERDA PL, S. PHYLLIS LN | G.1. | Alderman Hasan moved to adopt Resolution No. 2025-8361, A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT, AND LEVY OF SPECIAL ASSESSMENT FOR THE INSTALLATION OF A WATER MAIN ON THE EAST FRONTAGE ROAD OF SOUTH LOVERS LANE FROM A POINT OF CONNECTION AT THE INTERSECTION OF WEST HERDA PLACE TO A POINT OF CONNECTION AT THE INTERSECTION OF SOUTH PHYLLIS LANE. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion Carried.   |
| RES NO. 2025-8362<br>2025 AUDACY CONTRACT  | G.2. | Alderman Hasan moved to adopt Resolution No. 2025-8362, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN AND EXECUTE THE 2025 AUDACY CONTRACT. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.   |

- |   |      |  |
|---|------|--|
| CYBER SECURITY INCIDENT<br>UPDATE AUGUST 15, 2024   | G.3. | Information item only.   |
| ORD. NO. 2025-2694<br>AMEND PLANNED<br>DEVELOPMENT DISTRICT<br>NO. 7  | G.4. | Alderman Hasan moved to adopt Ordinance No. 2025-2694, AN ORDINANCE TO AMEND PLANNED DEVELOPMENT DISTRICT NO. 7 AS IT PERTAINS TO THE APPROVAL OF MINOR SITE PLAN AMENDMENTS BY DEPARTMENT OF CITY DEVELOPMENT STAFF. Seconded by Alderman Salous. All voted Aye; motion carried.  |
| RES NO. 2025-8363<br>CONDITIONAL USE FOR A<br>USED AUTO SALES AND<br>MAJOR AUTOMOTIVE<br>REPAIR AT 0 W FOREST<br>HOME AVE                                 | G.5. | Alderman Craig moved to adopt Resolution No. 2025-8363, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A CONDITIONAL USE FOR A VEHICLE SALES AND MAJOR AUTOMOTIVE REPAIR USE UPON PROPERTY LOCATED AT 0 W. FOREST HOME AVENUE (TKN 748-9990-000) (FELLIN JAMES J & ROSEANNE-REVOCABLE LIVING TRUST, PROPERTY OWNER) (TARGET LLC, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried. |
| JANUARY-MARCH, 2025<br>QUARTERLY FINANCIAL<br>REPORT  | G.6. | Aldерwoman Eichmann moved to receive and place on file. Seconded by Alderman Craig. All voted Aye; motion carried  |
| TAX INCREMENT DISTRICT<br>2024 RESULTS AND<br>REPORTS   | G.7. | Aldерwoman Eichmann moved to accept the 2024 TID reports and place on file. Seconded by Alderman Hasan. All voted Aye; motion carried.   |
| RES NO. 2025-8364<br>CONTRACT WITH EHLERS &<br>ASSOCIATES   | G.8. | Aldерwoman Eichmann moved to adopt Resolution No. 2025-8364, A RESOLUTION AUTHORIZING A FINANCIAL SERVICES CONTRACT WITH EHLERS & ASSOCIATES TO AID WITH ANNUAL TAX INCREMENTAL DISTRICT REPORTING. Seconded by Alderman Hasan. All voted Aye; motion carried.   |
| ORD. NO. 2025-2695<br>AMEND ORDINANCE 2023-<br>2569 TO PROVIDE<br>APPROPRIATIONS FOR<br>ACTUAL PERFORMANCE TO<br>AMENDED BUDGET FOR<br>CALENDAR YEAR 2024 | G.9. | Aldерwoman Day moved to adopt Ordinance No. 2025-2695, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR GENERAL, SOLID WASTE, FIRE DEPARTMENT, GRANTS, ST MARTINS'S FAIR, DEVELOPMENT, DONATIONS, CIVIC CELEBRATIONS, DEBT SERVICE, TID5, TID6, TID7, TID8, TID9, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, CAPITAL IMPROVEMENT, AND SEWER FUNDS FOR THE CITY                         |

OF FRANKLIN FOR FISCAL YEAR 2024 TO PROVIDE APPROPRIATIONS FOR ACTUAL PERFORMANCE TO AMENDED BUDGET FOR CALENDAR YEAR 2024. Seconded by Alderman Craig. On roll call, all voted Aye. Motion Carried.

REPEAL AND RECREATE  
CHAPTER 167 – SEX  
OFFENDER RESIDENCE  
RESTRICTIONS AND CHILD  
SAFETY ZONES

G.10. Alderwoman Eichmann moved to table to the August 19, 2025 common council meeting. Seconded by Alderwoman Day. All voted Aye; motion carried.

TRICK OR TREAT 2025 DATE

G.11. Alderwoman Eichmann moved to establish Saturday, October 25, 2025, from 4-7 pm for the Halloween Trick or Treat observance in the City of Franklin. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

MISCELLANEOUS LICENSES H.

Alderwoman Day moved to approve the following licenses of the License Committee Meeting of August 5, 2025:

Grant New 2025-26 Operator License to: Nicole Swneson, Angelica Bouwens, William Engelhardt, Satnam Singh, Tenesha Thomas-Leflore; and

Grant Extraordinary Entertainment & Special Event and Temporary Extension of Licensed Alcohol Premise Upon Receiving of COI to On The Border – Hotrods & Hunnies Car & Bike Show, Brian Hopkins & Andrew Eppers, 10741 S 27<sup>th</sup> St, 8/16/25.

Seconded by Alderman Craig. On roll call, all voted Aye. Motion Carried.

VOUCHERS AND PAYROLL I.

Alderman Hasan moved to approve City vouchers with an ending date of July 31, 2025 in the amount of \$3,243,754.29, and payroll dated July 25, 2025 in the amount of \$492,608.37 and payments of the various payroll deductions in the amount of \$549,206.90 plus City matching payments, and estimated payroll dated August 8, 2025 in the amount of \$471,000 and payments of the various payroll deductions in the amount of \$259,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 8:28 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 08/19/2025
<b>Reports and Recommendations</b>	Presentation regarding the City of Franklin Health Department Level III Designation.	<b>ITEM NUMBER</b> G.1.
<p><b>Background:</b> The City of Franklin Health Department has successfully advanced from a level II to a level III health department. Public health departments undergo evaluation by the Wisconsin Department of Health Services (DHS) Division of Public Health (DPH) at least every five years to ensure all criteria required by statute and rule are met for providing public health services to communities across the state. Level III is the highest possible designation health department may achieve from the State of Wisconsin.</p> <p>Wisconsin Admin. Code ch. DHS 140 requires all local health departments to provide certain services including public health nursing; health promotion, communicable disease surveillance and investigation; human health hazard control; and emergency preparedness and response.</p> <p>The Franklin Health Department has recently met the additional level III requirements contained in Wis. Admin. Code s. 140.05 for workforce development, quality improvement, and performance management; a focus on social determinants of health; environmental health; expertise in population health; and acting as the community health strategist.</p> <p>The work of the Health Department supports resident health, safety, and quality of life. The services are diverse and far reaching.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to place on file the certificate designating the Franklin Health Department as a Level III Health Department.</p>		

Health Department: LG

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 8/19/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>2024 ANNUAL REVIEW PROVIDED BY CITY ASSESSORS, FORWARD APPRAISAL</b>	<b>ITEM NUMBER</b> G. 2.

### ANALYSIS

This annual review provides the Common Council with a comprehensive summary of the 2024 assessment year, as presented by Nichole Tesch and Scott Alvey of Forward Appraisal, the City's contracted assessors. The assessors will present their formal 2024 Annual Report and will be available to answer questions, share insights, and provide clarity regarding the property assessment process.

The review will highlight key milestones, challenges, and notable market trends observed throughout the 2024 assessment cycle. It ensures that the Council is informed about the methodologies, valuation practices, and tools used to establish fair and equitable property assessments for the City of Franklin.

This presentation also reinforces clarity and accountability in the City's assessment function, encouraging direct dialogue between the Council and Forward Appraisal. Understanding the implications of the assessment process is critical for effective fiscal planning, levy development, and communication with constituents.

### CONCLUSION

This annual review is strictly informational and serves to maintain open communication between the Common Council and the City's contracted assessment team. Council members are encouraged to engage, ask questions, and deepen their understanding of the City's assessment processes to better support data-driven decisions in future policy and budget discussions.

### COUNCIL ACTION REQUESTED

This document is informational only. Please receive and place it on file.

# City of Franklin:

## 2024 Annual Tax Assessment Report Summary

The City of Franklin's 2024 Annual Report provides a comprehensive overview of the revaluation process aimed at ensuring fair and accurate property assessments. The revaluation corrected data inaccuracies, updated valuation models, and aligned assessments with market values.

Key highlights include:

- ✓ **Assessment Overview:** The total assessed value increased from \$5.72 billion in 2023 to \$6.27 billion in 2024, with new construction adding \$136.9 million and razed properties reducing \$1.4 million. Neighborhood delineations were streamlined from 167 to 15 for better land modeling and sales comparisons.
- ✓ **Tax Incremental Finance Districts (TIDs):** Significant value increases were noted, such as a \$42 million increment in TIF 8 due to developments like Saputo.
- ✓ **Land and Improvement Modeling:** Land values were determined using sales data, with adjustments for environmental and locational factors. Residential improvements followed Wisconsin DOR guidelines, while commercial improvements used Marshall & Swift cost data.
- ✓ **Condos:** Over 2,800 condo units across 50 associations were systematically assessed, with adjustments made to align valuations with sales.
- ✓ **Public Engagement:** Notices of changed assessments were sent to 13,038 property owners, and Open Book sessions allowed discussions on valuations. The Board of Review addressed 19 cases and waived an additional 52 parcels contested by Waste Management to Circuit Court.
- ✓ **Final Outcomes:** The revaluation achieved an aggregate assessment ratio of 99.65%, ensuring compliance with state standards and equitable tax liability distribution.

The report also details the Open Book and Board of Review proceedings, including appeals, property adjustments, and certification of decisions. Corrections were made for factors like basement square footage, water sources, and conservation area. New construction totals for residential and commercial properties increased significantly, contributing to overall value growth.

Challenges included delayed data turnover, incomplete records for commercial properties, and inconsistent condo property data, which were largely resolved. Ongoing efforts focus on improving data quality, refining the data gathering process, and conducting annual property visits.

The revaluation process emphasized transparency, with detailed records of property adjustments, appeal outcomes, and Open Book actions. The city remains committed to maintaining accurate assessments and compliance with state laws.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 19, 2025
Reports & Recommendations	<b>A Resolution to Issue Landmark Structures I, LP a Change Order No. 3 for Elevated Water Storage Tank (Contract B) at 8120 S. Lovers Lane Road (TKN 801-9986-000) In the Amount of \$19,963.31.</b>	ITEM NO.  G. 3.

### **BACKGROUND**

The Franklin Water Utility has been constructing a new elevated 1.0-million-gallon water storage tower in the vicinity of 8120 S. Lovers Lane Road (TKN 801-9986-000) currently known as Water Tower Park. This tower is needed to address inadequate storage in the western pressure zone and all of Franklin. Landmark Structures I, LP was awarded this contract on December 19, 2023 for \$6,833,000. Change Order No. 1 was issued on May 7, 2024 for \$67,932, and Change Order No. 2 was issued on June 18, 2024 for \$8,138.

### **ANALYSIS**

This change order addresses the following scope changes:

1. Scope Adjustments
  - a. The following allowances have been removed from the Landmark Structures contract. The contractor has been notified that these items will now be handled directly by the City:
    - F. PLC Programming Allowance – Cash Allowance: \$25,000
    - G. Video Security System Allowance – Cash Allowance: \$15,000
2. Site Modifications
  - a. Water Main Realignment: Due to a modification of the 20-inch ductile iron water main loop on City property, the total length of pipe required was reduced by 31 feet. The excess pipe will become City property following inspection. A labor credit is included in this Change Order.
    - Total Credit: \$10,425.30
  - b. Electric Gate Operator: Additional electrical provisions are required for the installation of the electric gate operator.
    - Additional Cost: \$2,941.00
  - c. Water Main Loop Route Modification: Changes to the route require additional survey work, traffic control, clearing and grubbing, erosion control, and adjustments to the horizontal directional drilling (HDD).
    - Additional Cost: \$20,403.65
  - d. Connection Depth Adjustment (to Contract A): Changes to the depth of the connection point require a time and materials proposal for the additional excavation and pipe materials.
    - Materials: \$7,607.19
    - Labor: \$38,855.31 [not to exceed] (to be paid based on actual time incurred)
  - e. Bonds: Additional Bonding and Insurance – 3%
    - Additional Cost: \$581.46

The net amount of this change order is \$19,963.31.

The Board of Water Commissioners is expected to discuss this at their August 19, 2025 meeting and a recommendation will be presented to the Common Council at the meeting on the same night.

**OPTIONS:**

Issue Change Order No. 3 to Landmark Structures, Inc.

**FISCAL NOTE**

Funds are in the 2023, 2024, and 2025 Capital Improvement Fund 46 budgets and all borrowing has been completed. The Landmark Contract (65-0771-5856) is as follows:

<b>Cost</b>	<b>Item</b>
\$6,833,000.00	Initial Landmark Bid
\$67,932.00	Change Order No. 1 (5/07/24)
\$8,138.00	Change Order No. 2 (6/19/24)
\$19,963.31	Change Order No. 3 (8/19/25)
<b>\$6,929,033.31</b>	<b>Current Project Cost</b>

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution 2025-\_\_\_\_\_, a resolution to issue Landmark Structures I, LP a Change Order No. 3 for the Elevated Water Storage Tank (Contract B) at 8120 S. Lovers Lane Road (TKN 801-9986-000) in the amount of \$19,963.31.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION TO ISSUE LANDMARK STRUCTURES I, LP A CHANGE ORDER NO. 3  
FOR ELEVATED WATER STORAGE TANK (CONTRACT B) AT 8120 S.  
LOVERS LANE ROAD (TKN 801-9986-000) IN THE AMOUNT OF \$19,963.31.  
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WHEREAS, the City of Franklin awarded Landmark Structures I, LP for the  
construction of the Elevated Water Storage Tank (Contract B) at 8120 S. Lovers Lane Road  
(TKN 801-9986-000) in the amount of \$6,833,000.; and

WHEREAS, previous change orders to Landmark for this project have totaled  
\$76,070.00; and

WHEREAS, scope adjustments and site modifications have been proposed and found  
appropriate; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council  
of the City of Franklin, Wisconsin, to authorize change order 3 to Landmark Structures I, LP.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and  
directed to execute a contract change order with Landmark Structures I, LP on behalf of the  
City.

Introduced at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of  
Franklin this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

**CHANGE ORDER NO.:3**

Owner:	City of Franklin	Owner's Project No.:	
Engineer:	Applied Technologies, Inc.	Engineer's Project No.:	ATI PN 6434
Contractor:	Landmark Structures I LP	Contractor's Project No.:	
Project:	Elevated Water Storage Tank		
Contract Name:	Contract B		
Date Issued:	August 13, 2025	Effective Date of Change Order:	Upon Execution

The Contract is modified as follows upon execution of this Change Order:


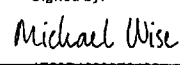
**Description:**

Elimination of video surveillance system allowance, elimination of PLC programming allowance, modification of the 20-inch pipe alignment, additional scope related to the electric gate operator, modifications to the 20-inch pipe depth

**Attachments:**

Contract Specification 01200, Ferguson Invoice 0408999, PCCO#003 – Electric Gate Operator, Price Quotation # B200179, Revised Waterline Design

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 6,833,00.00		Substantial Completion:	November 15, 2025
		Ready for final payment:	December 15, 2025
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. :		[Increase] [Decrease] from previously approved Change Orders No.1 to No. :	
\$ 76,070.00		Substantial Completion:	3 days
		Ready for final payment:	3 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 6,909,070.00		Substantial Completion:	November 18, 2025
		Ready for final payment:	December 18, 2025
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 19,963.31		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 6,929,033.31		Substantial Completion:	November 18, 2025
		Ready for final payment:	December 18, 2025

Recommended by Engineer (if required)		Accepted by Contractor	
By:		Initial	Signed by: 
Title:	Project Manager		Project Controls Director
Date:	8/18/2025		8/14/2025
	Authorized by Owner		Approved by Funding Agency (if applicable)
By:			
Title:			
Date:			





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**CHANGE ORDER NO. 3 SUMMARY**

*City of Franklin – Elevated Water Storage Tank Contract B*

**Net cost increase of items below = \$19,963.31**

**Project Adjustments**

a. Description:

**I. Credit (decrease) to City**

- a. Eliminate video surveillance system cash allowance described in Section 01200 in the amount of **(\$15,000.00)**

**II. Credit (decrease) to City**

- a. Eliminate PLC Programing Allowance described in Section 01200 in the amount of **(\$25,000)**

**III. Credit (decrease) to City**

- a. Due to modification of the pipe alignment, there has been a reduction in quantity for the 20-inch water main as follows:

- i. 31 lineal feet of DIP HDD – instillation credit only
  - 1. Village will inspect and take ownership of 20-inch pipe material,
- ii. Total savings based on schedule of values **(\$10,425.30)**

**IV. Debit (increase) to City**

- a. *Additional electrical provisions associated with the electric gate operator*  
**\$2,941.00**

**V. Debit (increase) to City**

- a. *Modifications to the looping water main route resulting in additional survey, traffic control, clearing and grubbing, erosion control, and changes to the HDD scope. - \$20,403.65*
  - i. *Includes Program Management, Project Management, Project Management Administration, Subcontractor Work (Survey, Traffic Control, Clearing and Grubbing, Erosion Control, HDD Escalation)*
- b. *Due to additional depth required during the Contract A installation, T&M not to exceed proposal from Wanasek to make northern connection in the amount of:*
  - i. *Materials - \$7,607.19*
  - ii. *Labor - \$38,855.31*
    - 1. *Labor to be paid for actual time associated with additional depth*

**VI. Debit (increase) to City**

- a. *Additional Bonding and Insurance -3% \$581.46.*



Change Order 3 Detail Breakdown

		CREDIT	COST	MARK UP	Mark Up Note
	Credits				
I	Video Security System	(\$15,000.00)			
II	PLC Programming Credit	(\$25,000.00)			
III	Installation credit	(\$10,425.30)			
IV	Gate Operator		\$2,941.00		
V	Program Mgmt.		\$250.00	\$ 7.50	15%
	Project Mgmt.		\$900.00	\$120.00	15%
	Project Mgmt. Admin.		\$200.00	\$30.00	15%
	Ops Mgmt				
	Survey		\$1,100.00	\$ 0.00	5%
	Traffic Control		\$2,783.00	\$139.15	5%
	New Clear & Grub		\$6,100.00	\$320.40	5%
	HDD escalation		\$6,000.00	\$330.00	5%
	Erosion Control		\$872.00	\$43.60	5%
	Wanasek		\$11,000.00	\$1,050.25	
	Waterline Materials		\$7,211.94	\$362.25	
	Subtotal Columns	(\$50,425.30)	\$66,504.00	\$3,303.15	
	Subtotal Change Order	\$19,331.65			
VI	Bonds & Insurance (3%):	\$581.16			
	Total Change Order:	\$19,963.31			

Cash Allowances – The Contractor shall include in the total base bid price for Work the following cash allowances:

- a. Replacement Allowance: Replacement of existing piping, valves, wiring, conduit, and other miscellaneous materials required to incorporate the new equipment and facilities into the existing infrastructure. Note that this cash allowance shall apply only for the replacement of existing items or materials that are required to complete the work but that cannot be reused or left in place because of their condition, location, or suitability. This cash allowance shall apply only to those items that are shown or specified to be re-used, and shall not be applied to items shown or specified to be removed and replaced. This cash allowance is intended to apply only to items and materials in the existing plant whose condition, location, or suitability makes their continued use inappropriate to incorporate the new equipment and facilities into the plant. **Cash allowance: \$15,000.**
- b. Skilled Trades Crew Allowance: Skilled trades crew to perform modifications during startup as specified in Section 01650: **Cash allowance: \$20,000.**
- c. Utilities Allowance: Payment of the charges from utility companies for modifying services to the site: **Cash allowance: \$20,000.**
- d. Third-Party allowance: The Owner has selected KLM Engineering Inc. to provide third-party oversight services for the CET construction in accordance with the proposal dated September 7, 2022, attached to the bidding documents. **Cash allowance of \$105,586.**
- e. Permit Allowance: Local permits **Cash allowance: \$2,000.**
- f. PLC Programing Allowance: The Owner has selected Ruekert & Mielke, Inc. to perform PLC programing. **Cash allowance: \$25,000.**
- g. Video Security System Allowance: For the installation of a video security system on the site. **Cash Allowance \$15,000.**

B. Testing And Inspection Allowances

1. Costs Included in Testing and Inspecting Allowances: Cost of engaging testing and inspecting agency; execution of tests and inspecting; and reporting results.
2. Costs Not Included in Testing and Inspecting Allowance but Included in Contract Sum/Price:
  - a. Costs of incidental labor and facilities required to assist testing or inspecting agency.
  - b. Costs of testing services used by Contractor separate from Contract Document requirements.
  - c. Costs of retesting upon failure of previous tests as determined by Architect/Engineer.
3. Payment Procedures:
  - a. Submit copies of inspecting or testing firm's invoice with next application for payment.
  - b. Pay invoice on approval by Architect/Engineer.
4. Differences in cost will be adjusted by Change Order.
5. Testing and Inspecting Allowances Schedule: Include sum of **\$ 30,000** for payment of testing, inspecting, and laboratory services specified in Section 01400.

01200-2



5350 NORTH RICHMOND STREET  
APPLETON, WI 54913-0000

Please contact with Questions: 920-731-3252

WANASEK CORPORATION  
29606 DURAND AVENUE  
24-251 FRANKLIN ELEVATED STORA  
BURLINGTON, WI 53105

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0408999	\$154,715.40	21210	1 of 1


PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1476  
PO BOX 802817  
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 414608

SHIP TO:

WANASEK CORPORATION  
S LOVERS LN  
24-251 FRANKLIN ELEVATED STORA  
FRANKLIN, WI 53132

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
1479	1479	WIE	24-251	TRL	24-251 FRANKLIN ELEVATED	04/29/24	22308
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
954	945	DI52TRFLEX20	Source Order# 0408718 20 CL52 DI PIPE TR FLEX SEND 20 IN TR FLEX GSKT W/EA PIPE  INVOICE SUB-TOTAL		163.720	FT	154715.40  154715.40
<p>.....</p> <p>LEAD LAW WARNING. IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION</p> <p>Schedule of Values - 20-in Ductile Iron \$500/LF x 31 LF = \$15,500</p> <p>Cost Of Material to Be Delivered to City \$163.70 x 31 LF = \$5,074.7</p> <p>Total Installation Credit (Labor only) \$336.30/LF x 31 LF = \$10,425.30</p>							
<div>Looking for a more convenient way to pay your bill?</div> <div>Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.</div> <div></div>							
TERMS: NET 10TH PROX			ORIGINAL INVOICE		TOTAL DUE		\$154,715.40

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



Change Order No 3 - IV

**PCCO #003**

Landmark Structures  
1665 Harmon Rd  
Fort Worth, Texas 76177  
Phone: 817 439 8888

**Project:** 1810 - 1810 Franklin WI - 1.0 MG CET  
8130 S. 100th St  
Franklin, Wisconsin 53132

## Prime Contract Change Order #003: Electric Gate Operator

<b>TO:</b>	City of Franklin 9229 W Loomis Rd Franklin, Wisconsin 53132	<b>FROM:</b>	Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177
<b>DATE CREATED:</b>	2/05/2025	<b>CREATED BY:</b>	Beto Cipres (Landmark Structures)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Design Development
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Unit/Quantity Based	<b>SCHEDULE IMPACT:</b>	
<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>		<b>CONTRACT FOR:</b>	1:1810 Franklin WI - 1.0 MG CET Prime Contract
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$2,941.00
<b>DESCRIPTION:</b> Provide power and control for electric gate operator			
<b>ATTACHMENTS:</b> <a href="#">1810 - Electrical Run Gate Operator.pdf</a>			

### CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1		Gate Operator Electrical Provisions	1.0	LS	\$2,941.00	\$2,941.00
<b>Grand Total:</b>						<b>\$2,941.00</b>

The original (Contract Sum)	\$6,833,000.00
Net change by previously authorized Change Orders	\$76,070.00
The contract sum prior to this Change Order was	\$6,909,070.00
The contract sum would be changed by this Change Order in the amount of	\$2,941.00
The new contract sum including this Change Order will be	\$6,912,011.00
The contract time will not be changed by this Change Order	

Will Hein (Applied Technologies, Inc.)  
13400 Bishop's Lane, Suite 270  
Brookfield, Wisconsin 53005

City of Franklin  
9229 W Loomis Rd  
Franklin, Wisconsin 53132

Landmark Structures  
1665 Harmon Rd  
Fort Worth, Texas 76177

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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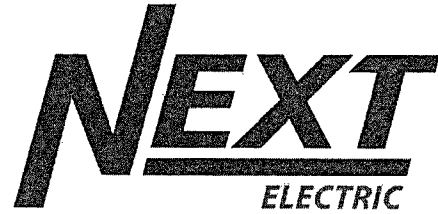
Job Name:	Elevated Water Storage Tank
Landmark Project Number:	1810
Prime Contract Change Order (PCCO) No.	003
Contract Change Order - Title:	Electric Gate Operator
Contract Change Order - Description of Scope of Work:	Power and Control requirements for electric gate operator

ITEM DESCRIPTION	QTY	UNIT	UNIT RATE	ITEM AMOUNT	SUB - TOTAL	NOTES
<b>ENGINEERING, PROJECT MANAGEMENT &amp; ADMINISTRATION</b>					<b>\$375.00</b>	
Design Engineering	0.00	HR	\$150.00			0
Design CAD	0.00	HR	\$100.00			0
Program Management	1.00	HR	\$125.00	\$125.00		0
Project Management	2.00	HR	\$100.00	\$200.00		0
Project Management Administration	1.00	HR	\$50.00	\$50.00		0
Site Management	0.00	HR	\$100.00			0
EHS / QC Management	0.00	HR	\$100.00			0
Other	0.00	HR				0
Other	0.00	HR				0
Other	0.00	HR				0
<b>MATERIALS &amp; SERVICES</b>					<b>\$0.00</b>	
0				-		0
0						0
0				-		0
0						0
0				-		0
0						0
0				-		0
0						0
0				-		0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
<b>FABRICATION &amp; CONSTRUCTION</b>					<b>\$0.00</b>	
<b>Labour</b>						
0						0
0						0
0						0
0						0
0				-		0
0						0
0						0
0						0
<b>Equipment</b>						
0				-		0
0						0
0						0
0						0
0				-		0
0						0
0						0
<b>SUBCONTRACT</b>					<b>\$2,144.00</b>	
Electrical Ductbanks/Conduits/Wire	1.00	LS	\$2,144.00	2,144.00		Gate Operator
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
0						0
<b>SUMMARY - CHANGE ORDER AMOUNT</b>						
ENGINEERING, PROJECT MANAGEMENT & ADMINISTRATION					\$375.00	
MATERIALS & SERVICES					\$0.00	
FABRICATION & CONSTRUCTION					\$0.00	
SUBCONTRACT					\$2,144.00	
Sub-Total					\$2,519.00	
3.00% Bonds and Insurance					\$75.57	
8.75% Ops Management					\$220.00	
5.00% Contractor Fee					\$126.00	
<b>TOTAL AMOUNT OF THIS CHANGE ORDER</b>					<b>\$2,941.00</b>	
<b>SUMMARY - CHANGE ORDER COMPLETION TIME IMPACT</b>						
Days Added - this Change					0 Days	
Days Added - this Change + prior Changes						
Substantial Completion Date - Original						
Substantial Completion Date - Current (with this Change Order)					6/8/27	
Final Completion Date - Original						
Final Completion Date - Current (with this Change Order)					December 4	

**CHANGE ORDER PROPOSAL**

DATE: 10/11/2024

CUSTOMER: LANDMARK STRUCTURES



ATTENTION : BETO CIPRES

PROJECT NAME: FRANKLIN ELEVATED TANK

CONTRACT NUMBER:

PROJECT NUMBER:

CHANGE ORDER NUMBER:

REVISION NUMBER:

SCHEDULE IMPACT DAYS:

## SCOPE OF WORK FOR PROPOSAL:

**POWER TO GATE OPERATOR**

<b>SUMMARY:</b>	I. LABOR	\$1,167
	II. MATERIALS	\$639
	III. EQUIPMENT RENTAL	\$0
	IV. TOOLS	\$58
	<b>SUBTOTAL</b>	<b>\$1,864</b>
	LABOR & MATERIAL FEE 15.00%	\$280
	<b>LABOR &amp; MATERIAL TOTAL</b>	<b>\$2,144</b>
	IV. SUBCONTRACTS	\$0
	SUBCONTRACT FEE 10.00%	\$0
	<b>SUBCONTRACT TOTAL</b>	<b>\$0</b>
	<b>CHANGE ORDER SUB-TOTAL</b>	<b>\$2,144</b>
	V. BOND	\$0
	<b>GRAND TOTAL</b>	<b>\$2,144</b>

*Schedule impact of 5 days based on change order scope  
Proposal amount valid for 14 days*

PROJECT NAME	CHANGE ORDER NUMBER	DATE	REVISION
FRANKLIN ELEVATED TANK		10/11/2024	

I. LABOR

A. REGULAR

	HOURS	@	RATE	TOTAL COST
PROJECT MANAGER	0	@	\$0.00	
SUPERINTENDENT	0	@	\$145.53	
SUPERVISOR	1	@	\$132.00	\$132.00
ELECTRICIAN	9	@	\$115.00	\$1,035.00
ESTIMATOR	0	@	\$0.00	
CAD / BIM	0	@	\$0.00	
OTHER	0	@	\$0.00	

B. PREMIUM

OVERTIME - ELECTRICIAN	0	@	\$29.70
OVERTIME - SUPERVISOR	0	@	\$35.50
DOUBLE TIME - ELECTRICIAN	0	@	\$51.70
DOUBLE TIME - SUPERVISOR	0	@	\$60.50

LABOR TOTAL \$1,167.00

II. MATERIALS

MATERIAL PER BREAKDOWN		\$623
MISCELLANEOUS MATERIAL	2.50%	\$16
		<b>SUBTOTAL \$639</b>
FREIGHT AND HANDLING		\$0
SPECIAL EXPEDITING		\$0
SALES TAX	0.0%	\$0
		<b>MATERIAL TOTAL \$639</b>







**Landmark Structures**  
1665 Harmon Rd  
Fort Worth, Texas 76177  
P: 817 439 8888

**Project:** 1810 Franklin WI - 1.0 MG CET  
8130 S 100th St  
Franklin, Wisconsin 53132

## RFI #7: Gate Operator

**Status** Closed on 10/23/24

**To** Will Hein (Applied Technologies, Inc ) *(Response Required)* **From** Jesse Allevan (Landmark Structures)

**Date Initiated** Jun 19, 2024 **Due Date** Jun 26, 2024

**Location** **Project Stage** Pre-Construction

**Cost Impact** Yes (Unknown) **Schedule Impact** No

**Spec Section** **Cost Code**

**Drawing Number** **Reference**

**Linked Drawings**

**Received From**

**Copies To** Bob Doeringsfeld (Applied Technologies, Inc ), Seth Price (Landmark Structures)

### Activity

**Question** **Question from Jesse Allevan Landmark Structures on Wednesday, Jun 19, 2024 at 05:14 PM CDT**

**Conflict:**  
Contract Drawing 20-C-1 details a 8' High Chain Link Fence with Automated Slide Gate, See 02850

Detail 02850 on sheet 99-C-3 does not include an Automated Slide Gate

Contract Drawing 95-E-1 details the Panel Schedule for Panel LP-T There is not a circuit/breaker detailed for an Automated Slide Gate.

Contract Drawing 20-E-1 details the Site Work Electrical Plan This drawing does not include any electrical conduit/wiring/controls ran to the gate location

**Clarification Request:**  
Is the Owner requesting an Automated Slide Gate for this project? If so, please provide updated plans/details with this addition for Landmark to develop a pricing proposal.

**Attachments**  
1810 - Gate RFI - Contract Drawings pdf

### Official Response

**Response from Will Hein Applied Technologies, Inc. on Tuesday, Jul 9, 2024 at 11:59 AM CDT**

Please see attached

**Attachments**  
Franklin Storage Tank RFI 7 response pdf

### All Replies

**Response from Will Hein Applied Technologies, Inc. on Tuesday, Jul 9, 2024 at 11:59 AM CDT**

Please see attached

**Attachments**  
Franklin Storage Tank RFI 7 response.pdf

RFI #7 - Gate Operator

Project: 1816-18109-FRANKLIN WS-1.0 MG CET

**Response from Jesse Allevan Landmark Structures on Tuesday, Jul 9, 2024 at 11:50 AM CDT**

From ATI.

"Specification 02821 calls for a slide gate and slide gate operating system by Linear, model HSLG (includes gate operator, disconnect switch next to the gate operator, digital keypad, remote transmitters, safety sensors, buried loop wiring, etc). Specification 02821 requires this system to be installed according to the HSLG Owners Manual.

The one discrepancy is specification 02821 is that is calls for a system that runs on 208V, 3-phase This project needs the HSLG system that runs on 230V single-phase (page 2 of the Owners Manual indicates this option)

A power circuit for this gate operating system was missing from this project's bid documents, but is now shown on the two attached drawings 20-E-1 and 95-E-1 "

**Attachments**

Franklin Storage Tank RFI 7 response pdf

**Response from Jesse Allevan Landmark Structures on Wednesday, Jul 3, 2024 at 08:09 AM CDT**

Will,

Landmark has included the slide gate and operator in our bid, following 20-C-1 and 02821 mentioned below.

What we do not have carried is any provisions for power and control conduit and wiring from the structure There will also need to be a circuit/breaker added to Panel LP-T Can information be provided as to what the requirements are for these items?

**Response from Will Hein Applied Technologies, Inc. on Wednesday, Jul 3, 2024 at 07:07 AM CDT**

Jesse

Sheet 20-C-1 indicates an automated slide gate Section 02821 of the project specification states that an OSCO/Linear HSLG Belt Driven operator (or equal) is required

This should have been questioned during bidding OR included in the price bid. As there were no questions during bidding, I have to conclude that it is already included in the bid price.



Landmark Structures  
1665 Harmon Rd  
Fort Worth, Texas 76177  
P: 817 439 8888

Change Order No. 3 - IV  
Project: 1810 1810 Franklin WI - 1.0 MG CET  
8130 S. 100th St  
Franklin, Wisconsin 53132

## RFI #7: Gate Operator

Status	Open		
To	Will Hein (Applied Technologies, Inc ) (Response Required)	From	Jesse Allevan (Landmark Structures)
Date Initiated	Jun 19, 2024	Due Date	Jun 26, 2024
Location		Project Stage	Pre-Construction
Cost Impact	Yes (Unknown)	Schedule Impact	No
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Bob Doeringsfeld (Applied Technologies, Inc.), Seth Price (Landmark Structures)		

### Activity

**Question**      **Question from Jesse Allevan Landmark Structures on Wednesday, Jun 19, 2024 at 05:14 PM CDT**

**Conflict:**  
Contract Drawing 20-C-1 details a 8' High Chain Link Fence with Automated Slide Gate, See 02850.  
Detail 02850 on sheet 99-C-3 does not include an Automated Slide Gate.  
Contract Drawing 95-E-1 details the Panel Schedule for Panel LP-T There is not a circuit/breaker detailed for an Automated Slide Gate  
Contract Drawing 20-E-1 details the Site Work Electrical Plan. This drawing does not include any electrical conduit/wiring/controls ran to the gate location.

**Clarification Request:**  
Is the Owner requesting an Automated Slide Gate for this project? If so, please provide updated plans/details with this addition for Landmark to develop a pricing proposal.

**Attachments**  
1810 - Gate RFI - Contract Drawings pdf

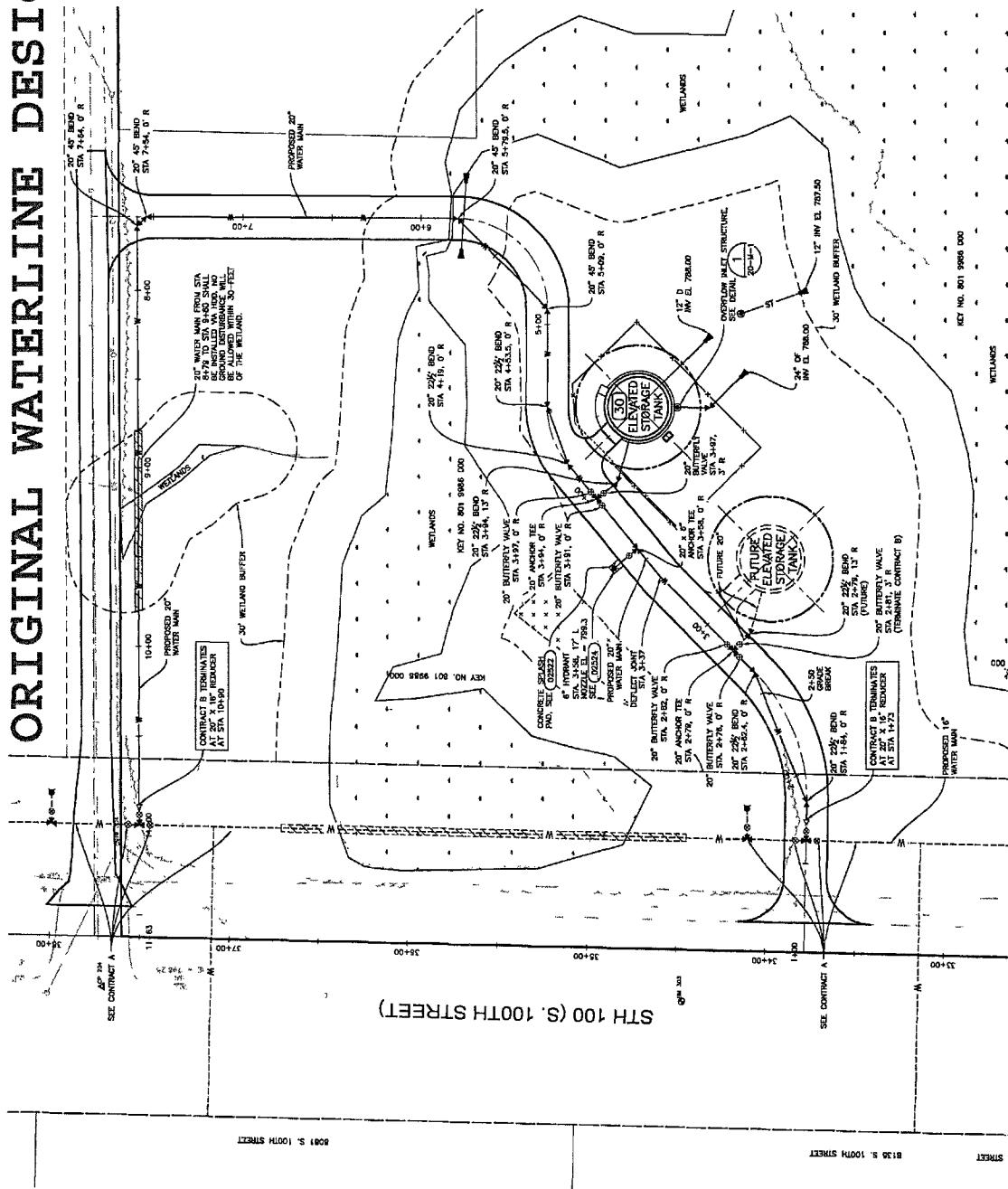
*Awaiting an Official Response*

Specification 02821 calls for a slide gate and slide gate operating system by Linear, Model HSLG (includes gate operator, disconnect switch next to gate operator, digital keypad, remote transmitters, safety sensors, buried loop wiring, etc). Specification 02821 requires this system to be installed according to the HSLG Owners Manual

The one discrepancy in specification 02821 is that it calls for a system that runs on 208V, 3-phase. This project needs the HSLG system that runs on 230V single-phase (page 2 of the Owners Manual indicates this option).

A power circuit for this gate operating system was missing from this project's bid documents, but is now shown on the two attached drawings: 20-E-1 and 95-E-1.

# ORIGINAL WATERLINE DESIGN



**NOTES:**

1. WELDS HAVE A 50° STRUCTURE SETBACK.
2. USE SERIAL 02522 FOR HYDRANT SETTINGS IN THE ELEVATED TANK SITE AREA.
3. FIREMAN AS SHOWN TO HAVE SPLASH PADS. SEE DOTAL 02522.
4. RESTRAIN ALL HYDRANTS BUTTERFLY VALVES TO ANCHOR TEES.
5. ALL WORK SHALL COMPLY WITH THE CITY OF FRANKLIN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.
6. 4" THICK PIPE INSULATION IN ACCORDANCE WITH POLICE 40 AND CHAPTER 10 OF THE WATER MAIN AND APPURTENANCES DESIGN STANDARD SEVER, STRAIN SEVER OR CULVERTS.
7. ALL PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED.

VERIFY SCALES  
LENGTH OF BAR IS 1"  
ON ORIGINAL DRAWING

11

PLOT SCALE, ADJUST

11  
PLOT SCALE, ADJUST

**SCALE(S) ACCORDINGLY**

OWNED BY W.A.H.

MAN BY JCS

CKED BY: R.C.D.

PROVED BY W.A.H.

SUBJECT NO.

6434

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AUGUST 2022

100

ING NO.


20-A1-1

1-1A1-07

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Franklin




**Applied Technologies**  
Engineers-Architects

CITY OF FRANKLIN  
ELEVATED WATER STORAGE TANK  
CONTRACT B  
FRANKLIN, WISCONSIN

PLAN  
MECHANICAL  
SITE WORK

SECTION  
OVERFLOW INLET STRUCTURE

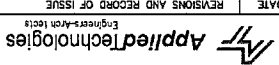
1 DETAIL  
20-M-1 NTS

 PLAN

0 30' 60' 90' 120'

GRAPHIC SCALE

## Franklin



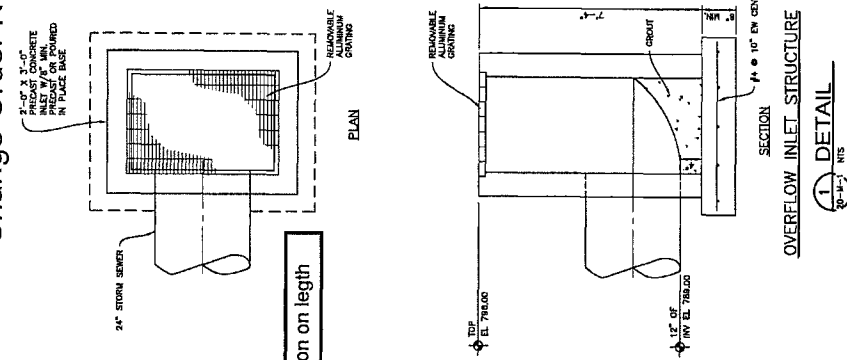
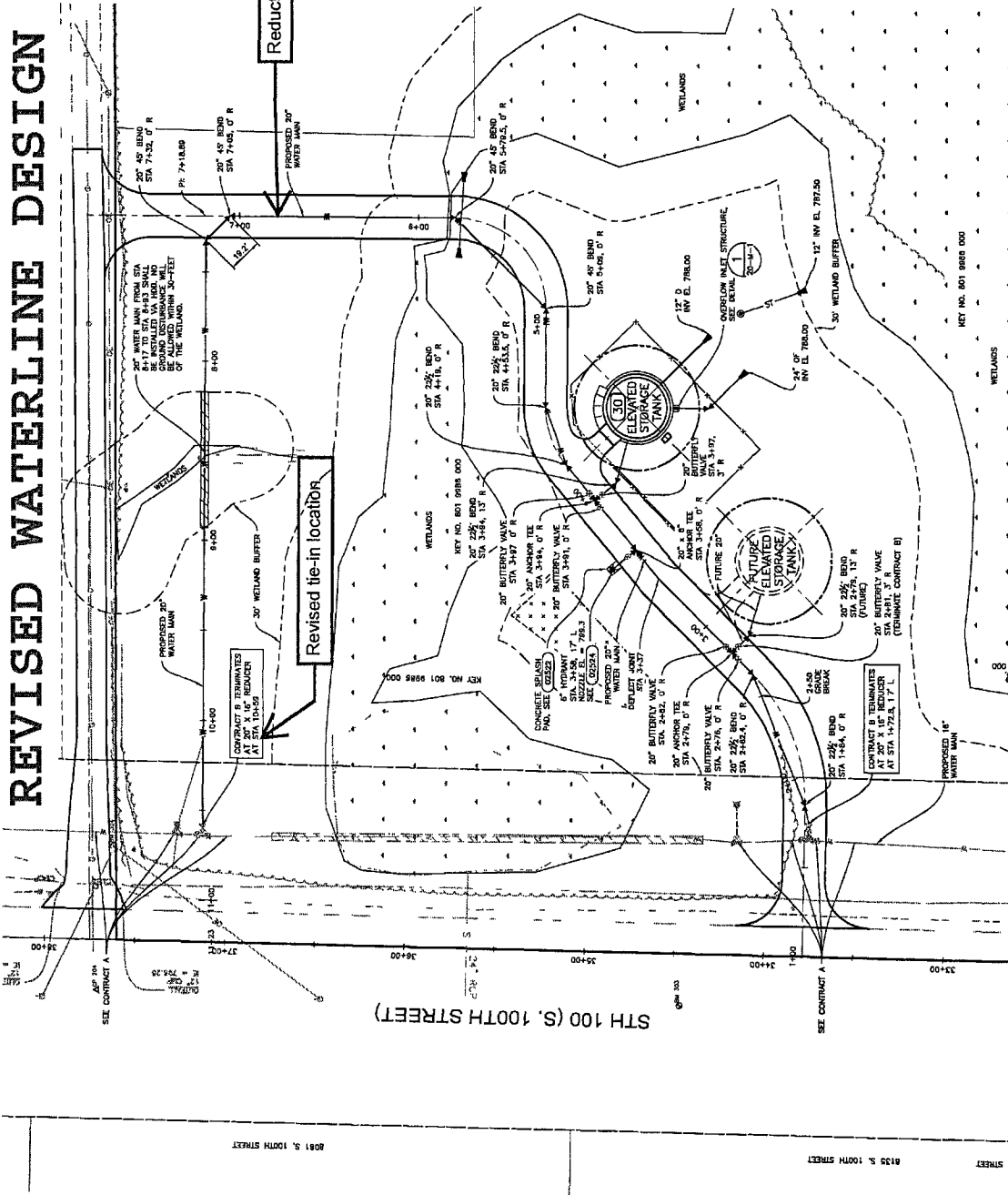
1. WATERMAN INSTALLED PERMANENT FINISHES UNLESS OTHERWISE SPECIFIED SHALL BE BACKFILLED WITH 1-1/2" HATCH TO EXISTING.
2. RETAINERS HAVE TO BE OF STRUCTURE, SETBACK.
3. USE DETAIL (0252) FOR INFRANT SETTINGS IN THE ELEVATED TANK SITE AREA.
4. FINE REINFORCEMENT SHALL BE USED.
5. RETAINERS ARE SHOWN TO HAVE SPASH PADS SEE DETAIL (0252).
6. REINFORCEMENT SHALL BE USED TO ANCHOR TIES.
7. ALL WORK SHALL COMPLY WITH THE CITY OF FRANKLIN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.
8. 4" THICK PER INSULATION IN ACCORDANCE WITH FIGURE 40 AND CHAPTER 10 OF THE CITY OF FRANKLIN DESIGN STANDARDS SHALL BE USED.
9. WHERE THE WATER MAIN HAS APPURTENANCES CROSS SANITARY SEWERS, STORM SEWERS OR CULVERTS.
10. ALL PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED.

VERIFY SCALES LENGTH OF BAR IS LENGTH OF ORIGINAL DRAWING	ADJUST SCALE(S) ACCORDINGLY	DESIGNED BY: R.C.D.	CHECKED BY: J.C.S.	APPROVED BY: WAHL	PROJECT NO. 6434	DATE AUGUST 2021	DRAWING NO.
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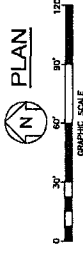
20-M-2

# REVISED WATERLINE DESIGN

Change Order No. 3 - V



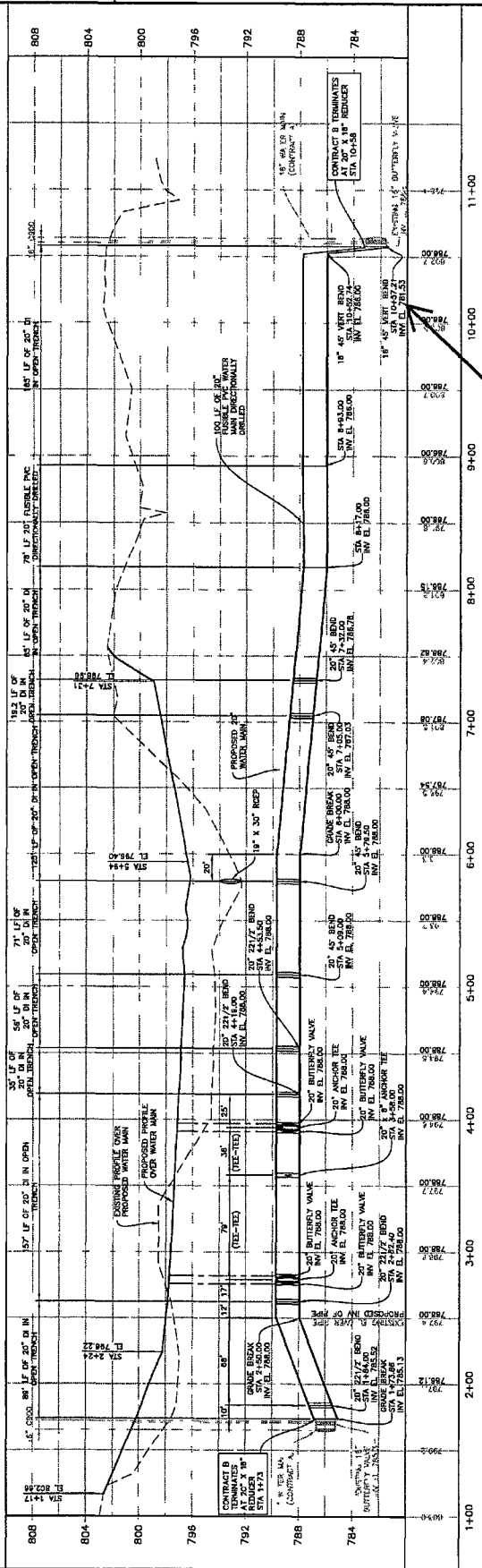
- NOTES:**
1. WETLANDS HAVE A 50' STRUCTURE SETBACK.
  2. USE DETAIL (0232) FOR HYDANT SETTINGS IN THE ELEVATED TANK SITE AREA.
  3. FIRE HYDRANTS AS SHOWN TO HAVE SPLASH PADS. SEE DETAIL (0232).
  4. RESTRAIN ALL ADVANT BUTTERFLY VALVES TO ANCHOR TEES.
  5. ALL WORK SHALL COMPLY WITH THE CITY OF FRANKLIN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.
  6. 4" THICK PIPE INSULATION IN ACCORDANCE WITH FIGURE 40 AND CHAPTER 10 OF THE CITY OF FRANKLIN DESIGN STANDARDS AND SPECIFICATIONS. WHERE THE WATER MAIN OR HYDRANT IS LOCATED WITHIN 5 FEET OF A STORM SEWER OR CULVERT.
  7. ALL PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED.



CITY OF FRANKLIN ELEVATED WATER STORAGE TANK CONTRACT B		SITE WORK MECHANICAL PLAN	
Applied Technologies Engineering/Architects		NO. DATE	
BY W.A.H.		REVISED PER CONTRACT A INSTALLATION	
APPROVED		8-23-24	
DATE		AUGUST 2023	
DRAWING NO.		20-M-1	
PROJECT NO.		6434	
CHECKED BY		J.C.C.	
DESIGNED BY		W.A.H.	
PLOT SCALE		AS SHOWN	
VERIFY SCALES		CONTRACT B	

# REVISED WATERLINE DESIGN

Change Order No. 3 - V



Revised tie-in  
elevation

## NOTES:

1. WATER MAIN INSTALLATION: FUTURE DRIVEWAY SHALL BE BACKFILLED WITH 1/2\"/>
2. RETAINERS HAVE A 50' STRUCTURE SETBACK.
3. USE DETAIL (0352) FOR HORIZONTAL SETTINGS IN THE EXISTING TANK SITE.
4. PRE-INSTALLATION AS SHOWN TO HAVE SPACING PINS. SEE DETAIL (0352).
5. REPAIR ALL EXISTING EXTERIOR VALVES TO ANCHOR TEES.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FRANKLIN DESIGN STANDARDS.
7. ALL TIE-IN PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH FIGURE 40 AND CHAPTER 2 OF THE CITY OF FRANKLIN DESIGN STANDARDS AND SPECIFICATIONS.
8. ALL PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED.

CITY OF FRANKLIN  
ELEVATED WATER STORAGE TANK  
CONTRACT B  
FRANKLIN, WISCONSIN  
SITE WORK  
MECHANICAL  
PROFILE

VERIFY SCALES SCALE 1/4\"/>
DATE: AUGUST 2023
DRAWING NO.: 20-M-2



Applied Technologies  
Engineers & Architects  
BY: W.A.H.  
APVD: W.A.H.

REVISIONS AND RECORD OF ISSUE  
8-23-24



**From:** [erik.lewis@ferguson.com](mailto:erik.lewis@ferguson.com)  
**To:** [Erik.Lewis@Ferguson.com](mailto:Erik.Lewis@Ferguson.com)  
**Subject:** Email Bid# B200179  
**Date:** Monday, November 18, 2024 10:07:00 AM

## Price Quotation # B200179

### FERGUSON WATERWORKS #1479

N49 W22990 COMMERCE CENTRE DR  
 PEWAUKEE, WI 53072-0000

Phone : 262-691-8890  
 Fax : 262-691-4837

<b>Bid No.....:</b> B200179 <b>Bid Date...:</b> 11/18/24 <b>Quoted By:</b> ESL <b>Customer.:</b> WANASEK CORPORATION 29606 DURAND AVENUE 24-251 FRANKLIN ELEVATED STORA BURLINGTON, WI 53105	<b>Cust Phone:</b> 262-763-3561 <b>Terms.....:</b> NET 10TH PROX <b>Ship To.....:</b> WANASEK CORPORATION 29606 DURAND AVENUE 24-251 FRANKLIN ELEVATED STORA BURLINGTON, WI 53105
--	--

**Cust PO#..:** 24-251

**Job Name.:** 24-251 FRANKLIN ELEVATED

Item	Description	Quantity	Net Price	UM	Total
DMJ4LA20	DOM 20 MJ C153 45 BEND L/A	2	1654.000	EA	3308.00
DMJLSLA20	DOM 20X15 MJ C153 LONG SLV L/A	1	1485.220	EA	1485.22
E112000	20 MEGALUG F/ DI	6	320.000	EA	1920.00
MJGA20	20 MJ GSKT	6	28.000	EA	168.00
PSMJBTBNFR	3/4X4-1/2 MJ BLUE T-HEAD B&N	84	4.330	EA	363.72

Subtotal: \$7244.94

Inbound Freight: \$0.00

Tax: \$0.00

Order Total: \$7244.94

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control,

and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items quoted are open market unless noted otherwise.

**LEAD LAW WARNING:** It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Enter the following link to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1476&on=21210>



August 14, 2025

Mr. Glen Beardsley, Superintendent  
City Engineer & Utility Manager  
9229 W. Loomis Road  
Franklin, WI 53132

Re: Contract B  
Change Order No. 3 Request

Dear Mr. Beardsley:

Following our discussions over the past several months, email correspondence, and a review of existing site conditions, the following scope changes have been identified and require a Change Order for **Contract B – Elevated Water Storage Tank**.

**Change Order No. 3** results in a **net cost increase of \$19,963.31**, bringing the **total contract price to \$6,929,033.31**. There are **no proposed changes to the contract time** associated with this Change Order.

#### **Scope Adjustments**

The following allowances have been removed from the Landmark Structures contract. The contractor has been notified that these items will now be handled directly by the City:

- **F. PLC Programming Allowance** – Cash Allowance: \$25,000
- **G. Video Security System Allowance** – Cash Allowance: \$15,000

#### **Site Modifications**

- **Water Main Realignment:** Due to a modification of the 20-inch ductile iron water main loop on City property, the total length of pipe required was reduced by 31 feet. The excess pipe will become City property following inspection. A labor credit is included in this Change Order.
  - **Total Credit:** \$10,425.30



- **Electric Gate Operator:** Additional electrical provisions are required for the installation of the electric gate operator.
  - **Additional Cost:** \$2,941.00
- **Water Main Loop Route Modification:** Changes to the route require additional survey work, traffic control, clearing and grubbing, erosion control, and adjustments to the horizontal directional drilling (HDD).
  - **Additional Cost:** \$20,403.65
- **Connection Depth Adjustment (to Contract A):** Changes to the depth of the connection point require a time and materials proposal for the additional excavation and pipe materials.
  - **Materials:** \$7,607.19
  - **Labor:** \$38,855.31 [not to exceed] (to be paid based on actual time incurred)
- **Bonds:** Additional Bonding and Insurance – 3%
  - **Additional Cost:** \$581.46

Please review and execute the enclosed Change Order No. 3. Contact our office with questions, concerns, or corrections.

Thank you for the opportunity to serve the City of Franklin.

Sincerely,  
Applied Technologies, Inc.

Robert Doeringsfeld, PE  
Department Manager  
Enclosure

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> August 19, 2025
<b>REPORTS AND RECOMMENDATIONS</b>	<b>A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH RUEKERT &amp; MIELKE, INC. TO PROVIDE SCADA PROGRAMMING AND INTEGRATION SERVICES FOR THE NEW ELEVATED WATER STORAGE TANK FOR A FEE OF \$25,000</b>	<b>ITEM NUMBER</b>  G.4.

### **BACKGROUND**

The Franklin Water Utility has been constructing a new elevated 1.0-million-gallon water storage tower in the vicinity of 8120 S. Lovers Lane Road (TKN 801-9986-000) currently known as Water Tower Park.

Supervisory Control and Data Acquisition (SCADA) System is a computer driven system that accumulates data from the water tower to operate and control the water utility system. This system will need to be programmed for the new elevated water storage tank.

Ruekert & Mielke, Inc. has experience with the City's existing water storage tank programs and controls and will help ensure the successful integration of this new facility into the City's SCADA system.

### **STAFF RECOMMENDATION**

Approve Ruekert & Mielke, Inc. to provide SCADA programming and integration services for the new Elevated Water Storage Tank for a fee of \$25,000.

### **FISCAL NOTE**

The cost associated with the SCADA programming will be allocated from the water fund.

### **COUNCIL ACTION REQUESTED**

Motion to authorize professional services contract with Ruekert & Mielke, Inc. to provide SCADA programming and integration services for the new elevated water storage tank for a fee of \$25,000, subject to changes approved by the Water and Sewer Dept., the City Administrator and the City Attorney.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH  
RUEKERT & MIELKE, INC. TO PROVIDE SCADA PROGRAMMING AND  
INTEGRATION SERVICES FOR THE NEW ELEVATED WATER STORAGE  
TANK FOR A FEE OF \$25,000.

-----

WHEREAS, The Franklin Water Utility has been constructing a new elevated 1.0-million-gallon water storage tower in the vicinity of 8120 S. Lovers Lane Road (TKN 801-9986-000) currently known as Water Tower Park; and

WHEREAS, Supervisory Control and Data Acquisition (SCADA) System is a computer driven system that accumulates data from the water tower to operate and control the water utility system. This system will need to be programmed for the new elevated water storage tank; and

WHEREAS, Ruekert & Mielke, Inc. has experience with the City's existing water storage tank programs and controls and will help ensure the successful integration of this new facility into the City's SCADA system; and

NOW, THEREFORE BE IT RESOLVED that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with Ruekert & Mielke, Inc. to provide SCADA programming and integration services for the new elevated water storage tank, subject to changes approved by the Water and Sewer Dept., the City Administrator, and the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of  
Franklin this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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 13<sup>th</sup> day of **August**, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Ruekert & Mielke, Inc.** (hereinafter "CONTRACTOR"), whose principal place of business is **W233N2080 Ridgeview Parkway Waukesha, WI 53188**.

## 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 **SCADA programming and integration services for the new Elevated Water Storage Tank**;

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 **SCADA services**, as described in CONTRACTOR's proposal to CLIENT dated **August 13, 2025**, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT, following approval by CLIENT.
- C. CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as the 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 performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, 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 CONTRACTOR'S standard billing rate with a not-to-exceed budget of \$25,000**, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder monthly. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of the invoice date for all approved work.
- B. Total price will not exceed the budget of **\$25,000**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from the CLIENT to perform work beyond that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in the work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of the invoice and related report. The CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CLIENT's review. This subsection shall not be construed as a limitation of any rights or remedies otherwise available to the 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 a 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 a notice to proceed signature, which shall be returned to the 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 in writing to CLIENT no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

## IV. ASSISTANCE AND CONTROL

- A. **Glen Beardsley, Superintendent of Sewer and Water**, will coordinate the work of the CONTRACTOR and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will provide the CONTRACTOR with timely information concerning the PROJECT as deemed necessary by the CONTRACTOR.



- C. CONTRACTOR will appoint, subject to the approval of CLIENT, **Gwen Lipinski** CONTRACTOR's Project Manager and other key providers of the Basic Services. The substitution of other staff may occur only with the CLIENT's consent.

## V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. 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. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT, whether in completed form or in progress. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive. 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 (Required)	\$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 (Required)	\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability (If applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability ( <i>Workers' Compensation is required</i> )	Statutory  <i>CONTRACTOR will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability ( <i>Errors &amp; Omissions, if applicable</i> )	\$2,000,000 single limit

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

## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

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

## **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately upon receipt of a Notice to Proceed from CLIENT.

## **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 7 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession currently practicing under similar circumstances. All persons providing such services under this AGREEMENT shall have the necessary active certifications, licenses, and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall comply with all applicable Federal, State, County, and Local laws, statutes, decisions, codes, rules, orders, and ordinances.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval are required for the CONTRACTOR to continue to perform work under this Agreement.
- D. This AGREEMENT may be executed in multiple counterparts and will have the same legal force and effect as if the CONTRACTOR and CLIENT had executed it as a single document. The CONTRACTOR and CLIENT agree that fully electronic signatures and records are acceptable under Chapter 137 of the Wisconsin Statutes. The CONTRACTOR and CLIENT may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer-generated image of a signature shall be treated and have the same effect as an original signature, and shall have the same effect as an original signed copy of this document and any amendments thereto.
- E. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

## XII. CONTROLLING TERMS AND PROVISIONS

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

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

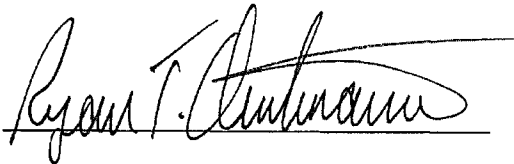
CITY OF FRANKLIN, WISCONSIN

BY: \_\_\_\_\_

PRINT NAME: John R. Nelson

TITLE: Mayor

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Ryan T. Amtmann, P.E.

TITLE: Vice President

DATE: August 13, 2025

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: \_\_\_\_\_

August 13, 2025

Mr. Glen Beardsley  
Superintendent of Sewer and Water  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

RE: SCADA Programming and Integration Services  
Elevated Water Storage Tank, Contract B

Dear Mr. Beardsley:

Ruekert & Mielke, Inc. (R/M) appreciates the opportunity to provide SCADA programming and integration services for the new Elevated Water Storage Tank, contract B. Our experience with the City's existing water storage tank programs and controls will help ensure the successful integration of this facility into the City's SCADA system.

### **Project Scope**

R/M proposes undertaking the following tasks for the Elevated Water Storage Tank:

1. PLC programming in the elevated tank SCADA control panel.
2. PLC and InTouch HMI programming on the main SCADA system at City Hall.
3. Incorporate the new tank into existing water system controls.
4. Add tank level data to Hach WIMS reports.
5. Review as-built SCADA panel drawings.

### **Proposed Fee**

R/M proposes completing the Elevated Water Storage Tank SCADA programming and integration services for a not-to-exceed price of \$25,000, including reimbursable expenses.

R/M will proactively communicate with you throughout the duration of the project at an agreed-upon frequency. Our updates will keep you apprised of the project status regarding 1) the scope; 2) tasks completed; 3) the timeline we anticipate for remaining tasks; and 4) any changes to the project.

### **Scope Assumptions**

The professional services detailed above will be performed within the time allotted by the Utility, upon receipt of acceptance for this proposal.

Items not included in the scope of the project are as follows:

- Any hardware or software license fees.

### **Schedule**

R/M proposes to complete the scope of work by December 31, 2025 or sooner depending on contractor's schedule for startup and commissioning.



Mr. Glen Beardsley  
City of Franklin  
August 13, 2025  
Page 2

We look forward to this opportunity to work with the City of Franklin. To further discuss your needs, our proposed scope, or anything else, please call Dave Beyer at (414) 659-9132.

Respectfully,

RUEKERT & MIELKE, INC.

Gwen  
Lipinski

Digitally signed by Gwen  
Lipinski  
Date: 2025.08.13  
12:20:01 -05'00'

Gwen Lipinski  
Sr. SCADA Analyst  
[glipinski@ruekert-mielke.com](mailto:glipinski@ruekert-mielke.com)

GCL:sjs  
Enclosure(s)  
cc: David C. Beyer, Ruekert & Mielke, Inc.



Mr. Glen Beardsley  
City of Franklin  
August 13, 2025  
Page 3

SCADA PROGRAMMING AND INTEGRATION SERVICES  
ELEVATED WATER STORAGE TANK, CONTRACT B  
Between City of Franklin  
and  
Ruekert & Mielke, Inc.  
Dated August 13, 2025

CLIENT:

City of Franklin

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

Ruekert & Mielke, Inc.

Signature: Ryan T. Amtmann  
Ryan T. Amtmann, P.E.

Title: Vice President

Date: August 13, 2025

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Designated Representative:

Name: David C. Beyer

Title: SCADA Systems Analyst

Phone Number: 262-542-5733

**RUEKERT & MIELKE, INC.**  
**2025 RATE SCHEDULE – Effective 12/28/24**

	<u>2025</u>
<u>PROFESSIONAL CONSULTING SERVICES</u>	
Senior SCADA Analyst 1	\$ 170.00
Senior SCADA Analyst 2	\$ 220.00
<u>CONSTRUCTION REVIEW SERVICES</u>	
Construction Review Technician 1	\$ 94.00
<u>ADMINISTRATIVE SERVICES</u>	
Administrative Assistant	\$ 95.00



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> August 19, 2025
<b>REPORTS AND RECOMMENDATIONS</b>	<b>A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH RUEKERT &amp; MIELKE, INC. TO CONDUCT A WATER SYSTEM STORAGE CAPACITY ANALYSIS FOR A FEE OF \$34,304</b>	<b>ITEM NUMBER</b>  G. 5.

### **BACKGROUND**

The City has recently installed a new 1.0 MG water tower on Lover's Lane that provides water storage to the City's West Pressure Zone along with an existing 0.5 MG water tower on Drexel Avenue. The water tower on Drexel Avenue is of steel construction with a fluted column that is expensive to recoat at an estimated cost of \$1,000,000. To find potential savings on future maintenance costs, the City would like to conduct a water storage capacity analysis to determine if the Drexel Avenue water tower is still needed, and if it can be decommissioned. The City would also like to explore if a new water tower in the City's West Pressure Zone would be needed to meet future water demands for the year 2050 as well as having lower maintenance costs than the Drexel Avenue water tower.

Ruekert & Mielke, Inc. has provided a proposal for engineering services to conduct a water system storage capacity analysis of the City's water system and to identify future water tower locations for the City's West Pressure Zone for a fee of \$34,304.

### **STAFF RECOMMENDATION**

Approve Ruekert & Mielke, Inc. to provide engineering services to conduct a water system capacity analysis of the City's water system and to identify future water tower locations for the City's West Pressure Zone for a fee of \$34,304.

### **FISCAL NOTE**

The cost associated with the water system storage capacity analysis will be allocated from the water fund.

### **COUNCIL ACTION REQUESTED**

Motion to authorize professional services contract with Ruekert & Mielke, Inc. to provide engineering services to conduct a water system capacity analysis for a fee of \$34,304, subject to changes approved by the Water and Sewer Dept., the City Administrator and the City Attorney.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH  
RUEKERT & MIELKE, INC. TO CONDUCT A WATER SYSTEM STORAGE  
CAPACITY ANALYSIS FOR A FEE OF \$34,304.

-----

WHEREAS, To find potential savings on future maintenance costs, the City would like to conduct a water storage capacity analysis to determine if the Drexel Avenue water tower is still needed, and if it can be decommissioned; and

WHEREAS, The City would also like to explore if a new water tower in the City's West Pressure Zone would be needed to meet future water demands for the year 2050 as well as having lower maintenance costs than the Drexel Avenue water tower; and

WHEREAS, Ruekert & Mielke, Inc. has provided a proposal for engineering services to conduct a water system storage capacity analysis of the City's water system and to identify future water tower locations for the City's West Pressure Zone for a fee of \$34,304; and

NOW, THEREFORE BE IT RESOLVED that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with Ruekert & Mielke, Inc. to conduct a water system storage capacity analysis, subject to changes approved by the Water and Sewer Dept., the City Administrator, and the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

## AGREEMENT

This AGREEMENT is made and entered into this **8th** day of **August**, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Ruekert & Mielke, Inc.** (hereinafter "CONTRACTOR"), whose principal place of business is **W233N2080 Ridgeview Parkway Waukesha, WI 53188**.

## WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide **Water System Storage Capacity Analysis and Identification of Potential Future Water Tower Sties**;

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 **engineering services**, as described in CONTRACTOR's proposal to CLIENT dated **August 8, 2025**, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT, following approval by CLIENT.
- C. CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as the 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 performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, 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 CONTRACTOR'S standard billing rates with a not-to-exceed budget of \$34,304**, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder monthly. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of the invoice date for all approved work.
- B. Total price will not exceed the budget of **\$34,304**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from the CLIENT to perform work beyond that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in the work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of the invoice and related report. The CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CLIENT's review. This subsection shall not be construed as a limitation of any rights or remedies otherwise available to the 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 a 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 a notice to proceed signature, which shall be returned to the 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 in writing to CLIENT no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

## IV. ASSISTANCE AND CONTROL

- A. **Glen Beardsley, Superintendent of Sewer and Water** will coordinate the work of the CONTRACTOR and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will provide the CONTRACTOR with timely information concerning the PROJECT as deemed necessary by the CONTRACTOR.

CONTRACTOR will appoint, subject to the approval of CLIENT, **Christopher L. Epstein, P.E.** CONTRACTOR's Project Manager and other key providers of the Basic Services. The substitution of other staff may occur only with the CLIENT's consent.

## V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. 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. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT, whether in completed form or in progress. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive. 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 (Required)	\$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 (Required)	\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability (If applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability ( <i>Workers' Compensation is required</i> )	Statutory  <i>CONTRACTOR will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability ( <i>Errors &amp; Omissions, if applicable</i> )	\$2,000,000 single limit

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

## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

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

## **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately upon receipt of a Notice to Proceed, as of **August 11, 2025**.

## **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 7 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession currently practicing under similar circumstances. All persons providing such services under this AGREEMENT shall have the necessary active certifications, licenses, and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall comply with all applicable Federal, State, County, and Local laws, statutes, decisions, codes, rules, orders, and ordinances.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval are required for the CONTRACTOR to continue to perform work under this Agreement.
- D. This AGREEMENT may be executed in multiple counterparts and will have the same legal force and effect as if the CONTRACTOR and CLIENT had executed it as a single document. The CONTRACTOR and CLIENT agree that fully electronic signatures and records are acceptable under Chapter 137 of the Wisconsin Statutes. The CONTRACTOR and CLIENT may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer-generated image of a signature shall be treated and have the same effect as an original signature, and shall have the same effect as an original signed copy of this document and any amendments thereto.
- E. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

## XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: \_\_\_\_\_

PRINT NAME: John R. Nelson

TITLE: Mayor

DATE: \_\_\_\_\_

BY: 

PRINT NAME: Ryan T. Amtmann

TITLE: Vice President

DATE: 8/8/25

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: \_\_\_\_\_



August 8, 2025

Mr. Glen Beardsley  
Superintendent of Sewer & Water  
City of Franklin  
5550 W. Airways Ave.  
Franklin, WI 53132

Re: Water System Storage Capacity Analysis and Identification of Potential Future Water Tower Sites

Dear Mr. Beardsley:

Thank you for the opportunity to present this proposal to conduct a water system storage capacity analysis of the City of Franklin's water system and to identify future water tower locations for the City's West Pressure Zone.

The City has recently installed a new 1.0 MG water tower on Lover's Lane that provides water storage to the City's West Pressure Zone along with an existing 0.5 MG water tower on Drexel Avenue. The water tower on Drexel Avenue is of steel construction with a fluted column that is expensive to recoat at an estimated cost of \$1,000,000. To find potential savings on future maintenance costs, the City would like to conduct a water storage capacity analysis to determine if the Drexel Avenue water tower is still needed, and if it can be decommissioned. The City would also like to explore if a new water tower in the City's West Pressure Zone would be needed to meet future water demands for the year 2050 as well as having lower maintenance costs than the Drexel Avenue water tower.

**Scope of Services:**

Storage Capacity Analysis and Identification of Potential Future Water Tower Sites

1. Meet with City staff to discuss and establish service level criteria for water storage analysis study.
2. Collect and review available planning information regarding future community growth and development including the location, type and density of anticipated growth and population projections from City's Comprehensive Plan and Wisconsin DOA estimates.
3. Meet with City staff to discuss and achieve consensus on the projected growth for the West and East Pressure Zones over the planning period.
4. Project future water consumption and pumpage for the West and East Pressure Zones to year 2050. These projections will be made based on results of the service area planning and unit demands for future land uses throughout the service area to be provided with water over the planning period.
5. Estimate existing unit consumption values for development of future water use projections for different categories of users based upon the best available data (i.e. per capita, per lot, per acre, per service connection, etc.).
6. Estimate maximum day and peak hour ratios to be used for water demand projections. The maximum day water demand ratio will be established based on a historical analysis of average and maximum

Mr. Glen Beardsley  
Water Tower Study & Model Update  
August 8, 2025  
Page 2

water demands. Peak hour demand fluctuations will be established from review of existing SCADA data.

7. Establish requirements for fire protection throughout the service area based upon the established service level criteria.
8. Estimate optimum storage volume in the East and West Pressure Zones for current and future conditions.
9. Perform a supply and storage desktop analysis to determine the design optimum water storage capacity. Consider excess supply capacity credit if available. Show graphical representation of storage need categories.
10. Summarize the results of the analysis in a series of tables based upon anticipated development in the next 25 years.
11. Update water model to include water main, hydrants, and valves using GIS information provided by the City.
12. Assign elevations to new water mains using topography data.
13. Run the model to verify operation and to compare the model output to expected results.
14. Allocate water demands in the model using customer consumption residential, commercial and industrial billing meter data.
15. Utilize water model to determine if there are any impacts on the water system with the removal of the Drexel elevated storage tank.
16. Utilize water model to determine ideal location for new elevated storage tank and transmission main improvements.
17. Prepare Opinion of Probable Cost for recoating the existing Drexel water tower and the construction of a new water tower in the West Pressure Zone.
18. Meet with the City to discuss water storage analysis and water modeling results.
19. Prepare report draft summarizing the projected community growth, existing water use, and water storage analysis and water modeling analysis for review by City staff.
20. Finalize report edits based on review comments from City staff.

Mr. Glen Beardsley  
Water Tower Study & Model Update  
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Page 3

**Items Excluded:**

1. Assessment of existing site conditions, environmental and archaeological assessments, utilities, land acquisitions and easements of potential water tower sites.
2. Evaluation and assessment of Oak Creek water system and Flow Control Stations.

**Responsibilities of Others:**

1. City of Franklin staff to provide future community growth and land use information.
2. City of Franklin staff to provide water system operation information, facility plans, GIS shape files, and previous water system studies.

**Schedule:**

An approximate schedule is as follows:

1. Kickoff meeting with City Staff – September 2025
2. Conduct water system study and update water model – September 2025 to January 2026
3. Meeting with City Staff to discuss water storage analysis and water modeling results – January 2026
4. Prepare draft report summarizing the water storage analysis and water modeling results – February 2026 to April 2026

**Fees:**

R/M proposes to provide the above scope of services for a not-to-exceed price of \$34,304, including reimbursable expenses.

We look forward to this opportunity to work with the City of Franklin.

Respectfully,

RUEKERT & MIELKE, INC.



Christopher L. Epstein, P.E.  
Project Manager  
[cepstein@ruekert-mielke.com](mailto:cepstein@ruekert-mielke.com)

CLE:acI  
Enclosure

cc: Anthony D. Petersen, P.E., Ruekert & Mielke, Inc.  
Ryan A. Amtmann, P.E., Ruekert & Mielke, Inc.  
David W. Arnott, P.E., Ruekert & Mielke, Inc.

~58-40071 Water Storage Study and Model Update > Proposal > Beardsly-20250808-Water Tower Study and Model Update~

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  August 19, 2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>RESOLUTION TO APPROVE ADDENDUM NO. 4 IN THE AMOUNT OF \$25,800 TO FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.</b>	<b>ITEM NUMBER</b>  G. 6.

### **BACKGROUND**

The City adopted Resolution 2024-8116 to enter into an agreement with Foth Infrastructure and Environment, LLC for the design of the department of Public Works Campus Utilities in the vicinity of S. 80<sup>th</sup> Street, S. 76<sup>th</sup> Street, and W. Ryan Road for \$85,000.

There is an existing holding tank within the project area that is planned to be removed. The tank has been used to hold various liquids including drain waste from the truck maintenance area and domestic waste. It is possible that petroleum related compounds including waste oil may have entered the holding tank. It is also suspected that the tank is leaking to some degree.

Soil sampling was required to determine the signs of contamination by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (WDNR).

Foth Infrastructure and Environment, LLC has provided a subconsultant to complete soil sampling and analysis for a fee of \$10,000-\$15,000 (addendum no. 3).

Soil sampling was completed on February 21, 2025 by the subconsultant. The next required step is for the subconsultant to evaluate the degree and extent of soil contamination and presence or absence of groundwater contamination.

Attached are the scope of services associate with this addendum provided by Foth Infrastructure and Environment, LLC for a fee of \$25,800.

### **FISCAL NOTE**

The project is intended to be funded by ARPA (American Rescue Plan Act) funds.

### **RECOMMENDATION**

Staff recommends that the Council approve Addendum No. 4 in the amount of \$25,800 to Foth Infrastructure and Environment, LLC to evaluate the extent of soil contamination and presence or absence of groundwater contamination associated with the findings of the mixed wastewater underground holding tank removal and confirmation soil sampling report prepared for the site.

### **COUNCIL ACTION REQUESTED**

(Optional) Motion to adopt Resolution No. 2025 - \_\_\_\_\_, a resolution to approve Addendum No. 4 in the amount of \$25,800 to Foth Infrastructure and Environment, LLC .

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025- \_\_\_\_\_

A RESOLUTION TO APPROVE ADDENDUM NO. 4 IN THE AMOUNT OF \$25,800 TO  
FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

---

WHEREAS, The City adopted Resolution 2024-8116 to enter into an agreement with Foth Infrastructure and Environment, LLC for the design of the department of Public Works Campus Utilities in the vicinity of S. 80<sup>th</sup> Street, S. 76<sup>th</sup> Street, and W. Ryan Road for \$85,000; and

WHEREAS, There is an existing holding tank within the project area that is planned to be removed. The tank has been used to hold various liquids including drain waste from the truck maintenance area and domestic waste. It is possible that petroleum related compounds including waste oil may have entered the holding tank. It is also suspected that the tank is leaking to some degree; and

WHEREAS, Soil sampling is required to determine the signs of contamination by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (WDNR); and

WHEREAS, Foth Infrastructure and Environment, LLC has provided a subconsultant to complete soil sampling and analysis for a fee of \$10,000-\$15,000; and

WHEREAS, Soil sampling was completed on February 21, 2025 by the subconsultant. The next required step is for the subconsultant to evaluate the degree and extent of soil contamination and presence or absence of groundwater contamination.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to approve addendum No. 3 in the amount of \$10,000-\$15,000 to Foth Infrastructure and Environment, LLC.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



AGREEMENT FOR SERVICES  
ADDENDUM No. 4

Project Title: DPW Campus Utilities

FOTH Project Number: 24F007.02

CLIENT Project Number:  
(If applicable) \_\_\_\_\_

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated March 25, 2024, (hereinafter "Addendum"), is made and entered into 19th day of August, 2025 by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **CITY OF FRANKLIN** (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Franklin

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

Phone No: 414-425-7510

Email Address: Gbeardsly@FranklinWi.gov

**Scope of Services:**

Client hereby agrees to retain Consultant to provide management, coordination and soil evaluation per Attachment 1.

**Schedule:**

Services shall be performed according to the following schedule:

Services will be coordinated with the contractor's schedule.

**Compensation:**

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

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

☒ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$30,000.00 to \$35,000.00.

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

☐ Other as stated here: \_\_\_\_\_

**Special Conditions (if any):**

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

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

City of Franklin

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: \_\_\_\_\_

Signed: 

Name (printed): \_\_\_\_\_

Name (printed):

Thomas J. Ludwig PE

Title: \_\_\_\_\_

Title:

State Operations Director

Date: \_\_\_\_\_

Date:

08/7/2025

Signed: 

Name (printed):

Carrie L. Voskuil

Title:

Senior Contracts Manager

Date:

08/07/2025

## Attachment 1



6737 W. Washington Street  
Suite 3460  
West Allis, WI 53214

T 262.879.1212  
TRCcompanies.com

July 3, 2025

Michael Yeager, P.E.  
Foth Infrastructure and Environmental, LLC  
7044 S. Ballpark Drive, Suite 200  
Franklin, WI 53132

Reference: Phase II Environmental Site Assessment Proposal  
City of Franklin Public Works Property  
7979 West Ryan Road, Franklin, Milwaukee County, Wisconsin 53132  
TRC Proposal #674817.9990

Dear Michael:

This letter presents TRC's proposal to assist Foth Infrastructure and Environmental, LLC (Foth) with ongoing site investigation support for the City of Franklin Department of Public Works property. The enclosed Work Authorization was developed in response to your request following the completion of Mixed Wastewater Underground Holding Tank Removal and Confirmation Soil Sampling Report. The proposed scope of services is described in the attached Work Authorization.

We are pleased to offer this assistance to Foth and the City of Franklin and look forward to working together. Please contact Marshal at 608.630.4732 or [mtofte@trccompanies.com](mailto:mtofte@trccompanies.com) if you would like to discuss any aspect of our proposal.

Sincerely,

TRC

A handwritten signature in black ink, appearing to read "Marshal Tofte".

Marshal Tofte  
Assistant Project Manager

A handwritten signature in black ink, appearing to read "Michael S. Ursin".

Michael S. Ursin, PG  
Senior Project Manager  
Wisconsin Area Leader

Attachment





## Change Order

TRC Environmental Corporation  
6737 W. Washington Street, Suite 3460  
West Allis, WI 53214  
Main 262.879.1212

<b>Date:</b> July 3, 2025	<b>TRC Client Number:</b> 109674
<b>To:</b> Mr. Michael Yeager, P.E. Foth Infrastructure and Environmental, LLC (Client) 7044 S. Ballpark Drive, Suite 200 Franklin, WI 53132	
<b>Project Name:</b> City of Franklin Public Works Department Phase II ESA	
<b>Facility Location:</b> 7979 West Ryan Road in Franklin, Milwaukee County, Wisconsin, 53132	
<b>TRC Project Number:</b> 674817.0000	<b>Change Order Number:</b> 01

This document will become a supplement to the Work Authorization dated January 21, 2025. The Proposal Number is 674817.9990.0000.

### Basis for Payment:

Time-and-expenses not to exceed

### Description of Changes

Description	Change in Contract Price
Task 1. Preparation and Submission of WDNR Form 4400-225	\$800
Task 2. Phase II ESA	\$25,000
<b>Total with Options</b>	<b>\$25,800</b>

### Background:

Foth Infrastructure and Environmental, LLC (Foth) retained TRC to collect post-removal confirmation soil samples and provide reporting consistent with the guidelines set forth in Wisconsin Administrative Code (WAC) Agriculture, Trade, and Consumer Protection Chapter 93 (ATCP 93) on Flammable, Combustible, and Hazardous Liquids following the removal of an approximately 10,000-gallon mixed wastewater underground holding tank from the property located at 7979 West Ryan Road in Franklin, Wisconsin 53132 ("Site"). The Site is developed as an equipment maintenance and storage facility for the City of Franklin Department of Public Works (DPW).

On February 21, 2025, TRC field screened soils surrounding the underground holding tank for volatile organic compounds (VOCs) using a photoionization detector (PID) coupled with visual and olfactory field observations. No obvious evidence of a release was observed within the excavation, stockpiled soil, or soil samples at that time thus stockpiled soil was reused as backfill in the excavation. Laboratory analytical results detected VOCs at concentrations exceeding the WAC Natural Resources Chapter 720 (NR 720) Soil to Groundwater Pathway Residual Contaminant Levels (RCLs) in soil samples collected from the floor and sidewalls of the excavation (approximately 12-15 ft bgs). Groundwater was not encountered during the removal of the holding tank; therefore, groundwater was not evaluated. At the client's request, TRC has prepared this change order for a Phase II Environmental Site Assessment (ESA) in order to evaluate the degree and extent of soil contamination and presence or absence of groundwater contamination.



## Change Order

### Scope of Services:

Descriptions of key components for each task are detailed below.

#### **Task 1. WDNR Release Reporting**

The following is a summary of actions that will be undertaken by TRC as part of this task:

- Complete WDNR Form 4400-225 "Notification for Hazardous Substance Discharge (Non-Emergency Only)" to notify WDNR of the results from the confirmation soil sampling completed during the removal of the underground holding tank from the Site.
  - Foth will identify the entity (anticipated to be the City of Franklin) to be named as the responsible party.
  - Select information from the final Mixed Wastewater Underground Holding Tank Removal and Confirmation Soil Sampling Report (e.g., tables, figures, and attachments) will be included.
- TRC will submit all documents and forms as drafts to Foth for review and approval prior to final submittal to WDNR via the online Wisconsin Web Access Management System (WAMS) portal. City of Franklin will review and provided written authorization to Foth and/or TRC to report the results to WDNR.

#### **Task 2. Phase II ESA**

TRC will perform a Phase II ESA at the Site. The purpose of the Phase II ESA is to evaluate the degree and extent of soil contamination and presence or absence of groundwater contamination associated with the findings of the Mixed Wastewater Underground Holding Tank Removal and Confirmation Soil Sampling report prepared for the Site.

The following is a summary of actions that will be undertaken by TRC as part of this task:

- Update the existing Site-specific health and safety plan (HASP) for TRC personnel.
- Subcontract On-Site Environmental Services (On-Site) of Sun Prairie, WI to install up to eight (8) soil borings to a depth of 20 feet below ground surface (bgs) and up to one soil boring to a depth of 30 feet bgs using direct push methods at the approximate locations shown on **Figure 1**. The boring locations include one boring (SB-01) immediately adjacent to soil sample F-03 and two step-out "rings" of four borings each around SB-01 to evaluate the degree and extent of VOCs in soil. The borings within the inner ring will be located approximately 10 feet from the extent of the original tank excavation (SB-02 through SB-05), while the borings in the outer ring will be located approximately 10 feet from the inner ring borings (SB-06 through SB-09).
  - On-Site will coordinate public utility clearance using Wisconsin's Digger's Hotline.
  - TRC will field screen soils recovered from each boring for volatile organic compounds (VOCs) using a photoionization detector (PID), and for visual and olfactory signs of contamination such as staining or fill material. Soil will be visually examined and logged in the field by TRC in accordance with the Visual-Manual Procedure (ASTM D-2488).
  - TRC will collect and submit up to two soil samples per boring from the 20-foot borings and up to one soil sample from 30-foot boring for laboratory analysis of VOCs. For each of the 20-foot borings, the uppermost soil sample will be collected from unsaturated soil located 12-15 ft bgs while the lower soil sample will be collected from unsaturated soil located between 18-20 ft bgs. The soil sample from the 30-foot boring will be collected from immediately above the observed water table.
- Install one NR 141-compliant groundwater monitoring well into the central borehole (SB-01). The monitoring well will be constructed of 2" schedule 40 PVC with a 10-foot screen and completed with a



## Change Order

flush-mount cover. The depth and construction of the proposed monitoring well is based on the field-interpreted depth to groundwater. Groundwater is anticipated to be between 15-30 feet bgs in this area. It is anticipated that the well can be installed in one day.

- TRC will develop the monitoring well per NR 141 during the same mobilization following installation.
- Groundwater sampling will be performed at least one day after the well development is completed to allow settling of solids and equilibration of groundwater within the well. Sampling will be conducted using low-flow sampling procedures. Field parameters will be monitored to determine stable conditions have been reached prior to the sample collection. One groundwater sample will be collected and submitted for laboratory analysis of VOCs.
- TRC will submit the groundwater sample and nine soil samples from SB-01 through SB-05 to Eurofins' Chicago, Illinois laboratory, a Wisconsin-certified laboratory, on a standard 10-business day turnaround for the analysis of VOCs via EPA Method 8260. The remaining eight soil samples from SB-06 through SB-09 will be held by the laboratory and analyzed only if NR 720 RCL exceedances are present in one or more of the first nine soil samples. If additional analysis is required, it will be performed on a standard 10-business day turnaround.
  - One trip blank per cooler containing VOC samples will also be analyzed for VOCs.
- All investigation derived waste (soil cuttings, well development water, and purge water) will be containerized and stored at the Site pending laboratory analytical results. If off-site disposal is necessary, TRC will prepare a change order for landfill coordination and disposal if requested by the Client.
- Soil borings will be abandoned following completion of sample collection by filling the borehole with bentonite chips.
- Soil boring/temporary well locations will be photographed and field-located using a global positioning system (GPS) unit capable of sub-meter accuracy.
- Disposable sampling equipment will be used to the extent practicable. If non-disposable equipment is used, it will be decontaminated between sample intervals, sampling locations, and at the end of the sampling event. Individuals collecting samples will don clean, nitrile gloves between each sampling location.
- Upon receipt of the analytical report, TRC will perform a limited data usability review for the laboratory results.
- TRC will host a virtual analytical results summary meeting with Foth and the City of Franklin via Teams following receipt and evaluation of the initial analytical results.
- TRC will prepare a Draft Phase II ESA Report for the Site that will include:
  - A summary of the findings of the work performed;
  - Interpretation of results and recommendations (if requested);
  - Summary tables of soil and groundwater analytical results compared to relevant NR 720 Residual Contaminant Levels for soil and NR 140 Groundwater Standards;
  - Updated figures depicting the Site location and the final soil boring/temporary well locations in addition to the tank excavation sample locations;
  - Appendices for laboratory reports with chain-of-custody forms; photographic log of boring locations; and soil boring/monitoring well sampling/abandonment logs.
- Following one round of consolidated comments from the Client, a Final Phase II ESA Report will be issued within 3 business days of receiving comments.



## Change Order

- TRC will submit the results to Foth, City of Franklin, and WDNR as required by NR 716.14.

### Schedule of this Change Order:

We propose the following schedule:

- Field Work and Sample Collection – Within 30 days of authorization
- Analytical Results Summary Meeting – Approximately 12 business days after field work
- DRAFT Phase II ESA – Approximately three weeks after receipt of the final analytical results

The impact of this Change Order on the time schedule for total project completion will be:

☐ decrease      days      ☒ increase 2-3 months      ☐ no change

### Basis of Cost:

TRC developed the budget for this Work Authorization based on the following assumptions:

- All onsite work will be performed in Level D personal protective equipment.
- Access to the Site and Site structures will be provided by Client. TRC will have timely, complete, and unobstructed access to the Site, as applicable to perform the scope of services.
- The proposed schedule is contingent upon prompt authorization by the Client and access to the facility to perform the proposed scope of services.
- Soil and groundwater laboratory analysis will be performed on a standard 10-business day turnaround.
- Field work can be performed in two 10-hour days by one TRC professional.
- Although attempts will be made to keep sampling discrete and damage minimal, minor damages to the landscaping in the area of the soil borings may occur. As such, TRC recommends Client inspect the landscaping following our fieldwork and make necessary repairs as needed. TRC and its subcontractors will not be responsible for damage caused by the performance of this investigation.
- This work authorization does not include IDW disposal, a Site investigation work plan, abandonment of the monitoring well, or submittal to the WDNR beyond that outlined in Task 1.
- Additional investigatory and reporting actions may be required beyond what is described herein based on the results of the Phase II ESA. Next steps will be discussed with Foth and the City of Franklin during the results summary meeting.
- Any activities beyond those specified in the scope of services described above will be considered supplemental services and will be invoiced on a time and materials basis or covered under a separate, written authorization. However, no such services will be undertaken without Client's authorization.
- TRC will directly contract and pay the drilling contractor, analytical laboratories, and other subcontractors as needed to execute the Scope of Services.
- Should the schedule be changed, or the project put on "hold," by the Client, all costs incurred by TRC up to the notification of change or schedule or hold status will be billed to the Client. Additional fees that TRC may incur once the project has resumed will also be billed to the Client in addition to the above-quoted fee.



## Change Order

- No delays beyond TRC's control will be encountered in performing the Scope of Services, such as unforeseen travel circumstances, inclement weather, conditions deemed unsafe by TRC personnel, etc.

### Contract Pricing

Description	Amount (\$)
Original Work Authorization	\$8,900
Net Increase for this Change Order	\$25,800
New Contract Price with all Approved Change Orders	\$34,700

### Project Managers:

TRC  
Marshal Tofte

Foth Infrastructure and Environmental, LLC  
Michael Yeager, P.E.


### Acceptance:

Authorization for TRC to commence work included in the Proposal constitutes acceptance of this Agreement. Acceptance can be made by signing in the place provided below or by receipt of written authorization from Client to TRC to commence work. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

### APPROVED AND ACCEPTED AS OF THE DATE SHOWN BELOW:

TRC Environmental Corporation

Foth Infrastructure and Environmental, LLC

By:   
Signature

By: \_\_\_\_\_  
Signature

Michael S. Ursin  
Printed Name

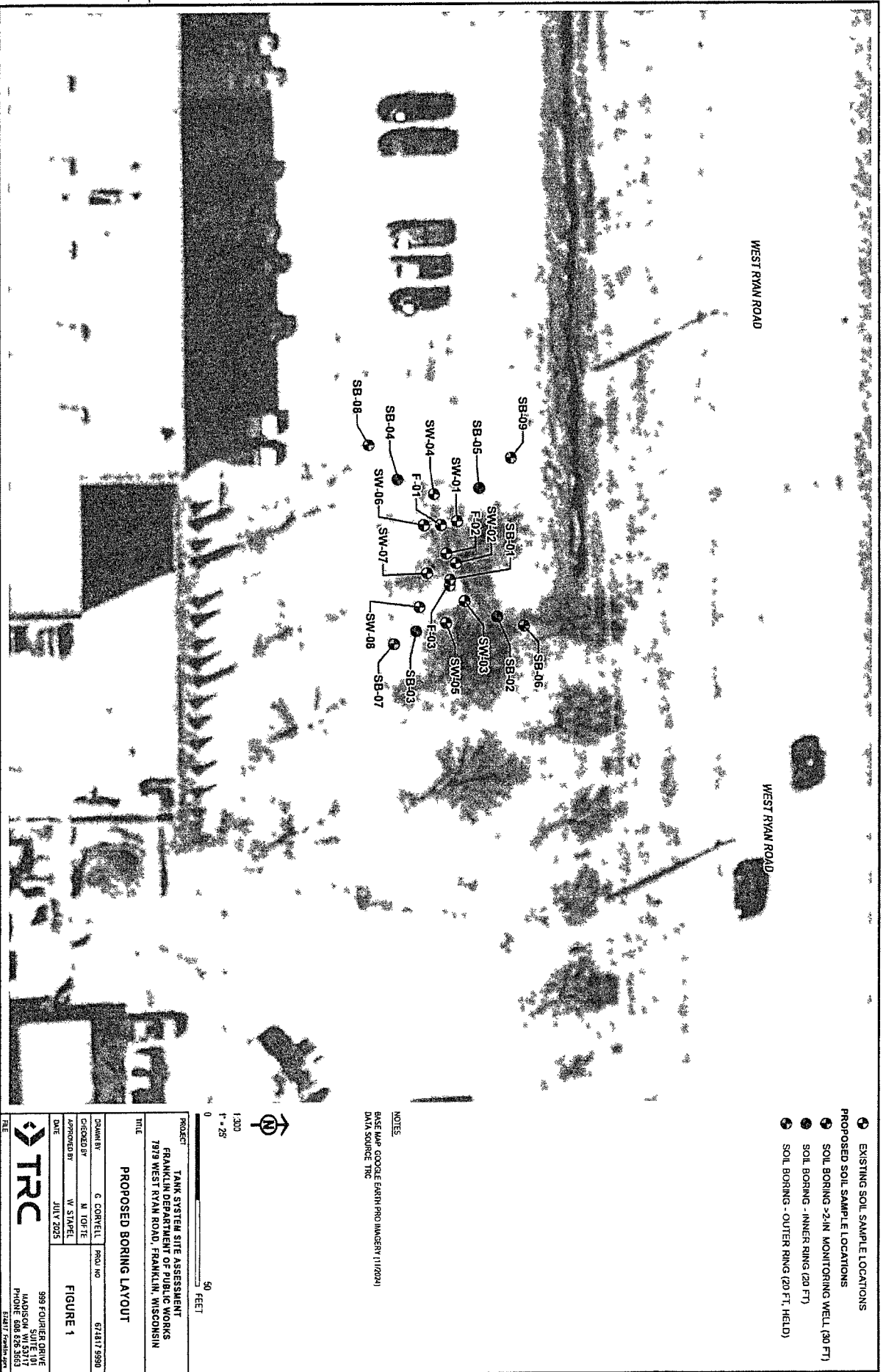
\_\_\_\_\_  
Printed Name

Wisconsin Area Leader  
Title

\_\_\_\_\_  
Title

July 3, 2025  
Date

\_\_\_\_\_  
Date



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> August 19, 2025
Reports & Recommendations	<b>A RESOLUTION FOR AUTHORIZATION TO WE ENERGIES FOR WORK ORDER TO INSTALL TWO STREET LIGHTS IN THE CAPE CROSSING PHASE 3 SUBDIVISION</b>	<b>ITEM NO.</b> <b>Ald. Dist. 6</b>  G.7.

### **BACKGROUND**

Cape Crossing Subdivison Phase 3 (W. Ryan Rd and Cape Crossing Blvd.) is being constructed. The Developers Agreement included an allowance for street lights and is included in the developer's letter of credit.

### **ANALYSIS**

WE Energies needs payment and a signed request for the installation of the two lights to occur.

### **OPTIONS**

Authorize Staff to submit the attached request letter.

### **FISCAL NOTE**

The upfront charge is \$9,476.59 (to be paid by the developer.)

These lights will add \$23.42 to the monthly electric bill for street lights. All required exhibits are signed and attached.

### **RECOMMENDATION**

Motion to approve Res 2025-\_\_\_\_\_, A RESOLUTION FOR AUTHORIZATION TO WE ENERGIES FOR WORK ORDER TO INSTALL TWO STREET LIGHTS IN THE CAPE CROSSING PHASE 3 SUBDIVISION.

Engineering: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION FOR AUTHORIZATION TO WE ENERGIES FOR  
WORK ORDER TO INSTALL TWO STREET LIGHTS IN  
THE CAPE CROSSING PHASE 3 SUBDIVISION

-----  
WHEREAS, designed and required lights are to be installed per the plans and agreement for the Cape Crossing Phase 3 development for public safety; and

WHEREAS, street lights are placed at all street intersections within the City for safety reasons per City Unified Development Ordinance 15-8.0115; and

WHEREAS, this work request is for We Energies Outdoor Lighting to install two new street lights at pre-determined locations within the Cape Crossing Phase 3 development; and

WHEREAS, the cost of installation and material is \$9,476.59 (to be paid by the developer) and the net monthly charges to the city will initially increase by \$23.42 which is subject to future rate changes as approved by the Public Service Commission of Wisconsin and this charge does not include site restoration.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that Staff is hereby authorized to execute an installation agreement with We Energies.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley E. Roberts, City Clerk

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





**We Energies**  
231 W. Michigan St.  
Milwaukee, WI 53203  
[www.we-energies.com](http://www.we-energies.com)

July 23, 2025

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

Subject: Lighting at Cape Crossing Phase 3 - WR 5012272

Dear Kyle Bakeri:

This letter details work for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$9,476.59 (to be paid by the Developer), and does not include site restoration. Net monthly charges will initially increase by \$23.42, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. Your next steps are:

1. Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact us for lighting maintenance.
- Fixtures are warranted until removed.
- Non-standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to us, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term will result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at [www.we-energies.com](http://www.we-energies.com).
- We do not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

2. Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check.
- Online by visiting [www.we-energies.com/payconstructionbill](http://www.we-energies.com/payconstructionbill).
- By phone at 855-570-0998.

3. Sign and return the enclosed documents to:

We Energies  
Essential Services A299  
PO Box 2046  
Milwaukee, WI 53201-9627

If returning via email send to [Night-Aura-Outdoor-Ltg@wecenergygroup.com](mailto:Night-Aura-Outdoor-Ltg@wecenergygroup.com).

Material will be ordered upon receipt of required authorizations and payment. Work will be scheduled when all contingencies are met. If you have any questions, please call me at 262-253-4595. We look forward to working with you on your lighting project.

Sincerely,

*Travis Kluewer*

Travis Kluewer  
Energy Services Consultant  
travis.kluewer@we-energies.com

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Work request #: 5012272

Enclosures

[illegible]

CITY OF FRANKLIN				
Billing Name				
Billing Address	9229 W. LOOMIS RD			
C/T/V	FRANKLIN	State	WI	Zip 53132
Service Address, if different than Billing Address				
Name	CAPE CROSSING PHASE 3			
Address	CAPE CROSSING BLVD & W RYAN RD			
C/T/V	C/ FRANKLIN	State	WI	Zip 53132

Open c/s CONTRACT#	705054801-00043	
Open c/s Premise#		<input type="checkbox"/> Yes
New Account?		
Customer Type		
Work Request	5012272	related Work Request
Page # / of #	1 OF 1	5012271

[illegible]

Property Owner / Authorized Representative Signature

Date 5/2/25

Billing Name			
Billing Address			
C/T/V	State	Zip	
Service Address, if different than Billing Address			
Name			
Address			
C/T/V	State	Zip	

Open cIS CONTRACT#	Install	Remove
Open cIS Premise#		
New Account?	<input type="checkbox"/> Yes	
Customer Type		
Work Request	Related Work Request	
Page # / of #		

[illegible]

Total Upfront Customer Contribution		Total monthly charges, or net change, before taxes
* Monthly total subject to surcharges and credits per Michigan Electric Service Rates and future rate changes approved by Public Service Commission		
Comments:		

## Authorization

Date \_\_\_\_\_

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE  08/19/2025
REPORTS & RECOMMENDATIONS	A RESOLUTION CONDITIONALLY APPROVING A TWO-LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 3990 IN THE SOUTHEAST ¼ AND NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MEGNA LIVING TRUST, PROPERTY OWNER) (STEVE ROLFE, MIDLAND COMMERCIAL DEVELOPMENT CORPORATION, APPLICANT) (10001 W CHURCH STREET)	ITEM NUMBER  G. 8.

At its August 7, 2025 meeting the Plan Commission recommended approval of a resolution conditionally approving a two-lot Certified Survey Map, being a redivision of Certified Survey Map No. 3990 in the Southeast ¼ and Northeast ¼ of the Southwest ¼ of Section 8, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Megna Living Trust, Property Owner) (Steve Rolfe, Midland Commercial Development Corporation, Applicant) (10001 W Church Street)

The vote was 6-0-0, six “ayes”, no “noes” and no absents.

#### **COUNCIL ACTION REQUESTED**

A motion to approve Resolution No. 2025-\_\_\_\_\_, conditionally approving a two-lot Certified Survey Map, being a redivision of Certified Survey Map No. 3990 in the Southeast ¼ and Northeast ¼ of the Southwest ¼ of Section 8, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Megna Living Trust, Property Owner) (Steve Rolfe, Midland Commercial Development Corporation, Applicant) (10001 W Church Street)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A TWO-LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 3990 IN THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MEGNA LIVING TRUST, PROPERTY OWNER) (STEVE ROLFE, MIDLAND COMMERCIAL DEVELOPMENT CORPORATION, APPLICANT) (10001 W CHURCH STREET)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of

Certified Survey Map No. 3990, being a part of the Southeast ¼ and Northeast ¼ of the Southwest ¼ of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Steve Rolfe, Midland Commercial Development Corp., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-8-10 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and



STEVE ROLFE, MIDLAND COMMERCIAL DEVELOPMENT CORP. – CERTIFIED  
SURVEY MAP  
RESOLUTION NO. 2025-\_\_\_\_\_  
Page 2

secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Steve Rolfe, Midland Commercial Development Corp., successors and assigns, and any developer of the Steve Rolfe, Midland Commercial Development Corp. two (2) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Steve Rolfe, Midland Commercial Development Corp. and the two (2) lot certified survey map project for the property located at 10001 W Church Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant must submit a conservation easement for Common Council review and approval, after Site Plan approval.
7. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Megna Living Trust, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

STEVE ROLFE, MIDLAND COMMERCIAL DEVELOPMENT CORP. – CERTIFIED  
SURVEY MAP  
RESOLUTION NO. 2025-\_\_\_\_\_  
Page 3

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Roberts, City Clerk

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



**CITY OF FRANKLIN**  
**REPORT TO THE PLAN COMMISSION**  
**Meeting of August 5, 2025**  
**Certified Survey Map**

Item E.2.

---

**RECOMMENDATION:** City Development Staff recommends approval of this Certified Survey Map to create two commercial lots, subject to the conditions set forth in this report and the attached resolution.

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<b>Project name:</b>	<b>Midland Commercial Development – Two lot Certified Survey Map</b>
<b>Property Owner:</b>	Megna Living Trust
<b>Applicant:</b>	Steve Rolfe, Midland Commercial Development Corp.
<b>Agent:</b>	Paul Imig, PE, The Sigma Group
<b>Property Address/TKN:</b>	10001 W Church Street / 795 9999 007
<b>Aldermanic District:</b>	District 2
<b>Zoning District:</b>	B-R – Regional Business District
<b>Staff Planner:</b>	Luke Hamill, Associate Planner

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Please note:

- Recommendations are underlined, in italics and are included in the draft resolution.
- Suggestions are only underlined and are not included in the draft resolution.

### **Project Description/Analysis**

The applicant is seeking approval of a Certified Survey Map (CSM) for the creation of two commercial lots on W Church Street and Highway 100. The total site is 6 acres. The site currently has the existing Speedway gas station on the north side of the site. Lot 1 will include the current speedway, while Lot 2 is reserved for a future grocery store development. The applicant has provided Site Intensity and Capacity Calculations for both proposed lots. Lot 1 is compliant with the setbacks for the zoning district, and the Speedway structures conform to the zoning standards of the B-R district.

The subject site is zoned B-R and the proposed commercial uses are an allowed use in this zoning district, as the gas station was approved by Special Use (now Conditional Use) in 1992 for a gas station. Both lots will be served by public sanitary sewer and public water supply.

The site abuts the same B-R zoning district to the east, R-MF Multi-Family to the south and west, and R-SR to the north which includes the Mission Hills Subdivision. There is currently a landscape bufferyard between the gas station to the north and the subdivision, which was required as part of the original 1992 approval for the gas station.

In order to approve the CSM, the Plan Commission and Common Council must find that the proposed land division meets the requirements for a CSM as provided in the Unified Development Ordinance, including all standards for development as provided in the following sections of the UDO:

- Division 15-9-13 Minor Land Division
- Division 15-8 Subdivision Standards
- Division 15-8.0100 Required Improvements for Land Divisions

- Division 15-8.0200 Construction

#### Natural resource protection

The applicant received an exemption determination from the Wisconsin Department of Natural Resources, however the U.S Army Corps of Engineers claimed jurisdiction stating that wetland 1 is subject to federal wetland regulations, therefore, the local protection standards of the UDO apply to the northern wetland (0.5 ac).

The applicant has plans to apply for a Natural Resource Special Exception to have cross-access between the two properties. It is a requirement of a CSM for natural resources to be placed in a Conservation Easement. Staff suggests that the Conservation Easement recording be postponed until after the applicant has received Site Plan and NRSE approval.

#### **Staff Recommendation**

City Development Staff recommends approval of this Certified Survey Map to create two commercial lots, subject to the conditions set forth in this report and the attached resolution.

Pursuant to Wisconsin Statutes 236.34(1m)(f), the approval authority shall take action within 90 days of submittal unless the time is extended by agreement with the subdivider. This application was submitted on June 11, 2025; therefore, the Common Council shall take action before September 9, 2025.





7/30/2025, 3:05:34 PM

 Parcel

1:2,257  
0 0.01 0.03 0.05 mi  
0 0.02 0.04 0.08 km

SE Wisc Reg Planning Comm, SEWRPC, Maxar, Microsoft

Date: July 14, 2025  
To: Paul Imig PE, Sigma  
From: Department of City Development. Luke Hamill, Associate Planner.  
RE: Staff Comments, 10001 W Church Street / 795 9999 007

---

Please be advised that city staff has reviewed the above application submitted on June 11, 2025, for a proposed Certified Survey Map for the creation of 2 lots on lot located at 10001 W Church Street / 795 9999 007. The following comments are for your review and consideration.

**Planning Department Comments**

1. Please revise the CSM to include building setback lines.
2. Please revise the CSM to show the existing building setbacks.
3. Please update the zoning district, which is now "B-R – Regional Business District".
4. Please update the CSM to show the 30 foot wetland buffer.
5. According to Unified Development Ordinance Section 15-9-13A.5, a Natural Resource Protection Plan is required for CS's that contain natural resource features, like wetland and woodland. Please submit a Natural Resource Protection Plan showing the protected natural resources on site. Please include the wetland delineation with that Protection Plan.
6. The Site Intensity and Capacity Calculations that were provided were under the previous Unified Development Ordinance. Please use the updated Site Intensity and Capacity Calculations Tables provided in the email.

**Engineering Department Comments**

1. Show the Northing and Easting of the monuments/section corners.
2. Show the vision corner at Hwy 100 and West Church St.
3. Show the vision corner at West Church St. and South Scepter Dr.
4. Show "no vehicular access" restriction from Hwy 100.
5. Add under legend: Lot 1 and 2 are served by public water and sanitary sewer.
6. Show the exterior curve data (not interior data) per the recorded CSM 3990.
7. Page 2 of 7 – Show the Easement title on top of page.
8. Page 3 of 7 – Show the Wetland title on top of page.
9. Show the 30' buffer.
10. Show who delineated the wetlands and on what date.
11. Page 5 of 7 – Correct the spelling error under surveyor certificate. Should be read as recorded not record.
12. Show building setbacks
13. Show State Highway setbacks.



14. Show middle initials for Mayor (R) and City Clerk (J).

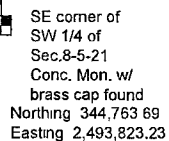
**Milwaukee County Register of Deeds Comments**

- Missing distances on the east line of Lots 1 & 2.
- Please see the attached markup map made by MCROD.



BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3990, BEING A PART OF THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

Northing 337,407 69  
 Easting 2,493,812 22



Sheet 1 of 7

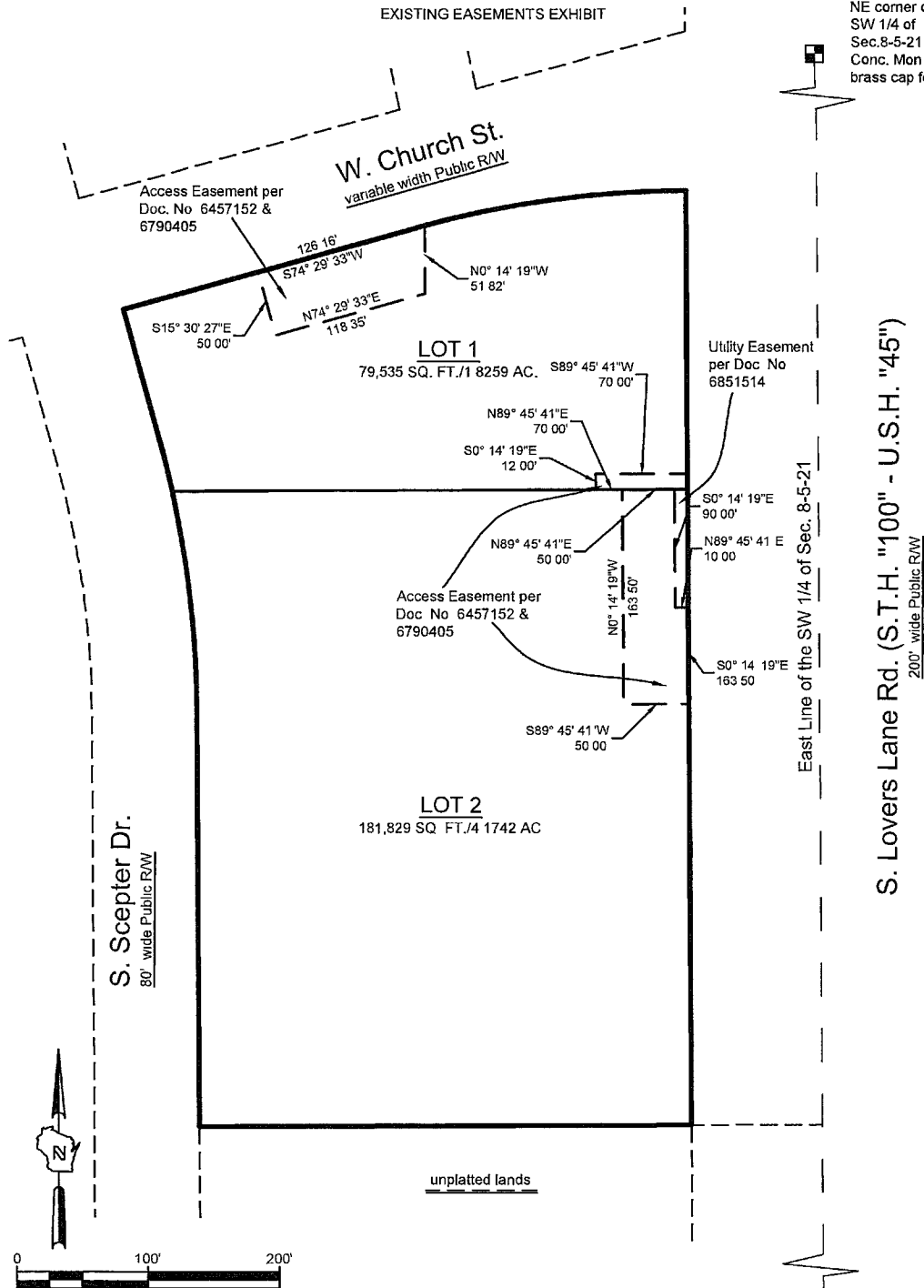


# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3990, BEING A PART OF THE SOUTHEAST 1/4  
AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

EXISTING EASEMENTS EXHIBIT

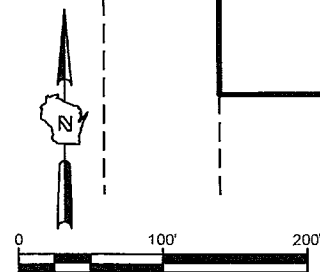
NE corner of  
SW 1/4 of  
Sec. 8-5-21  
Conc. Mon w/  
brass cap found



S. Lovers Lane Rd. (S.T.H. "100" - U.S.H. "45")  
200' wide Public R/W

East Line of the SW 1/4 of Sec. 8-5-21

unplatted lands



THE **SIGMA** GROUP  
Single Source. Sound Solutions.

www.thesigmagroup.com  
1300 West Canal Street  
Milwaukee, WI 53233  
Phone 414-643-4200  
Fax 414-643-4210

PROJECT # 23267 DRAFTED JMB

Sheet 2 of 7

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

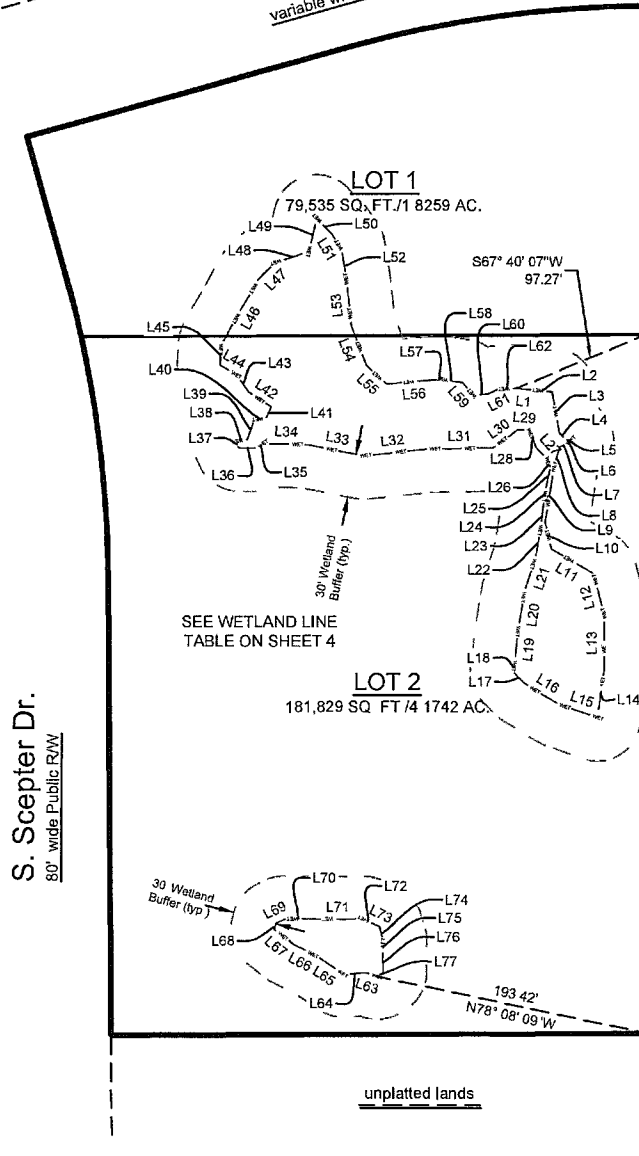
BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3990, BEING A PART OF THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

Wetlands as shown.  
An assured wetland delineation was performed by Chad Fradette of Evergreen Consultants, LLC on October 17, 2024

WETLAND EXHIBIT

NE corner of SW 1/4 of Sec. 8-5-21  
Conc. Mon. w/ brass cap found

W. Church St.  
variable width Public R/W



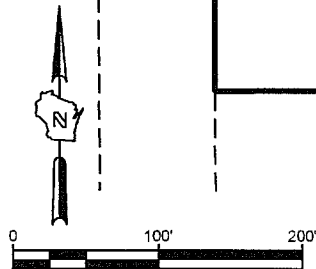
NE corner of Lot 2

East Line of the SW 1/4 of Sec. 8-5-21

S. Lovers Lane Rd. (S.T.H. "100" - U.S.H. "45")  
200' wide Public R/W

SE corner of Lot 2

unplatted lands



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PROJECT # 23267 DRAFTED JMB

Sheet 3 of 7

SE corner of SW 1/4 of Sec. 8-5-21  
Conc. Mon. w/ brass cap found

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3990, BEING A PART OF THE SOUTHEAST 1/4  
AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

Wetland Line Table		
Line #	Length	Direction
L1	10 71'	S84° 22' 04"E
L2	14 41'	S84° 22' 01"E
L3	28.42'	S9° 44' 51"E
L4	6 20'	S41° 14' 07"E
L5	3 97'	S67° 57' 35"E
L6	2 76'	S45° 18' 01"W
L7	5 87'	S69° 54' 21"W
L8	16.18'	S14° 42' 40"W
L9	37.11'	S9° 16' 49"W
L10	19.28'	S13° 00' 33"E
L11	33 92'	S59° 35' 56"E
L12	29 82'	S13° 49' 48"E
L13	37.58'	S0° 16' 07"W
L14	33.05'	S7° 59' 05"W
L15	27 53'	N71° 22' 07"W
L16	28.41'	N59° 02' 54"W
L17	11 66'	N44° 27' 54"W
L18	5 57'	N11° 07' 58"E
L19	21 26'	N6° 15' 52"E
L20	28.16'	N9° 02' 08"E
L21	25 39'	N17° 52' 24"E
L22	21.06'	N10° 30' 15"E
L23	16 47'	N7° 17' 58"E
L24	16.03'	N9° 25' 05"E
L25	8 55'	N12° 32' 08"E
L26	7 39'	N13° 20' 36"W
L27	11 70'	N42° 43' 51"W
L28	12 52'	N22° 27' 46"W
L29	7 79'	N86° 01' 54"W
L30	21.79'	S54° 26' 05"W
L31	47 45'	S88° 38' 11"W

Wetland Line Table		
Line #	Length	Direction
L32	42.36'	S83° 49' 22"W
L33	39 06'	N78° 44' 01"W
L34	30 14'	N87° 50' 28"W
L35	5 81'	S53° 53' 49"W
L36	12.87'	N89° 15' 44"W
L37	4.83'	N24° 22' 09"W
L38	8 10'	N80° 19' 52"E
L39	14.71'	N18° 55' 32"E
L40	8 05'	N86° 51' 46"E
L41	9.14'	N22° 20' 57"E
L42	18 04'	N56° 32' 14"W
L43	14 40'	N34° 10' 44"W
L44	13 72'	N60° 19' 58"W
L45	13.95'	N2° 43' 53"E
L46	52 97'	N29° 47' 45"E
L47	16 31'	N47° 05' 59"E
L48	23 76'	N72° 12' 03"E
L49	23 67'	N13° 12' 26"E
L50	16 04'	S43° 54' 53"E
L51	12 52'	S30° 15' 29"E
L52	21 38'	S8° 18' 51"E
L53	30 91'	S6° 11' 36"E
L54	29 46'	S20° 33' 11"E
L55	18 28'	S47° 58' 41"E
L56	36.94'	N85° 00' 45"E
L57	0 41'	N46° 53' 05"W
L58	16 00'	S81° 11' 48"E
L59	12 19'	S41° 17' 53"E
L60	10 19'	N81° 57' 39"E
L61	6 59'	N62° 38' 33"E
L62	13 86'	N86° 54' 49"E

Wetland Line Table		
Line #	Length	Direction
L63	8.29'	N71° 42' 10"W
L64	14 85'	S85° 14' 28"W
L65	21 68'	N56° 31' 03"W
L66	18 72'	N63° 21' 45"W
L67	17 11'	N52° 12' 15"W
L68	4.60'	N14° 54' 16"E
L69	7.01'	N64° 29' 29"E
L70	17.87'	S89° 36' 55"E
L71	36 32'	S89° 50' 36"E
L72	7 06'	S63° 56' 04"E
L73	5 09'	S63° 56' 11"E
L74	10 07'	S15° 55' 49"E
L75	8 16'	S3° 36' 50"W
L76	13.60'	S1° 17' 26"E
L77	4 97'	S57° 12' 12"W

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3990 BEING A PART OF THE SOUTHEAST 1/4  
AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

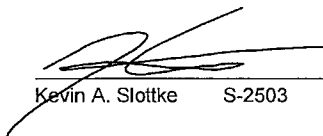
## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
SS  
MILWAUKEE COUNTY)

I, Kevin A. Slotke, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped all of Parcel 1 of Certified Survey Map No. 3990, recorded on March 24, 1981 as Document No. 5464628, being a part of the Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Said parcel contains 261,364 square feet or 6.0001 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and of the City of Franklin Unified Development ordinance - Division 15 in surveying, dividing and mapping the same.

  
Kevin A. Slotke S-2503 July 28, 2025

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PROJECT # 23267 DRAFTED JMB

Sheet 5 of 7

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3990, BEING A PART OF THE SOUTHEAST 1/4  
AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

## ENTITY OWNER'S CERTIFICATE

Megna Living Trust, as owner, caused the land described on this map to be surveyed, divided and mapped as represented on this map.

Megna Living Trust, as owner, does further certify that this map is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection The City of Franklin.

IN WITNESS WHEREOF, the said Megna Living Trust, owner, has caused these presents to be signed,

at \_\_\_\_\_, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: Megna Living Trust

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[printed name & title]

STATE OF WISCONSIN)

)SS

MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the

above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument

and to me known to be the \_\_\_\_\_ of Megna Living Trust, and acknowledged that they executed the foregoing instrument as such member as the deed of said corporation, by its authority.

\_\_\_\_\_  
(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

\_\_\_\_\_  
*notary printed name*

MY COMMISSION EXPIRES \_\_\_\_\_.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3990, BEING A PART OF THE SOUTHEAST 1/4  
AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

## CITY OF FRANKLIN COMMON COUNCIL CERTIFICATE OF APPROVAL

THIS CERTIFIED SURVEY MAP WAS APPROVED UNDER RESOLUTION NO. \_\_\_\_\_

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
JOHN R. NELSON, MAYOR

\_\_\_\_\_  
SHIRLEY J. ROBERTS, CLERK

## Project Narrative

As developer of the project, we are acquiring the 6 acres property from a private owner for the redevelopment of a stand-alone grocery store to be situated on its own tax parcel containing approximately 4.17 acres. The existing "Speedway" will remain and be on its own parcel consisting of approximately 1.83 acres.

The northern (Speedway) parcel has been reviewed by the design team for conformance to the new UDO for setbacks, floor area, and minimum landscape percentage.

The south parcel for the proposed stand-alone grocery store has also been reviewed by the design team for conformance to the new UDO for setbacks, floor area, and minimum landscape percentage. The review has been completed based on a preliminary site plan, site engineering, stormwater management, and landscaping. The proposed site is in conformance with UDO requirements, however final site layout, engineering, landscaping, and stormwater management has not been completed and may be revised during design prior to submission to Plan Commission for Site Plan approval. If the site layout, engineering, stormwater, or landscaping are revised, any changes will be made in conformance to the new UDO.

Construction of the stand-alone grocery store will commence upon completion of city entitlements, including CSM, Site Plan, engineering, stormwater, and landscaping.

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3990, BEING A PART OF THE  
SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5  
NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



## ALDI PARCEL

### Unified Development Ordinance, City of Franklin, Wisconsin

renewed, but it shall not be construed in any way to alter the respective rights, duties, or obligations of the owner or the City relating to the use or occupancy of the land or building, or any other matter covered by this ordinance, and such temporary Certificate of Occupancy shall not be issued except under such restrictions and provisions as will adequately ensure the safety of the occupants.

4. **Application for a Certificate of Occupancy.** Written application for a Certificate of Occupancy for the use of vacant land, or for a change in a nonconforming use, as herein provided, shall be made to the Director of Inspection Services.
5. **Issuance of a Certificate of Occupancy.** If the proposed use is in conformity with the provisions of this ordinance, the certificate of occupancy shall be issued within three working days after the application for the same has been made, only after the occupancy conforms to this Ordinance and other applicable City Codes, and any lack of conformance to this Ordinance or other codes are corrected.
6. **Form of Certificate of Occupancy and Permanent Record.** Each Certificate of Occupancy shall state that the building or proposed use of a building or land complies with all provisions of this Ordinance. A record of all Certificates of Occupancy shall be kept on file in the office of the Director of Inspection Services and a copy shall be forwarded, on request, to any person having proprietary or tenancy interests in the building or land affected.
7. **Certificate of Occupancy Not Required for Gas and Electric Utility Uses Issued a Certificate of Public Convenience and Necessity.** No Certificate of Occupancy shall be required for gas and electric utility uses which have been issued a Certificate of Public Convenience and Necessity pursuant to § 196.491 of the Wisconsin Statutes as amended.

#### 15-9-04. Site Intensity and Capacity Calculations.

##### A. Site Intensity Calculations.

1. **Recognition of Distinctive Site Features.** This Ordinance recognizes that landforms, parcel size and shape, and natural resource features vary from site to site and that development regulations must take into account these variations. The maximum density or intensity of use allowed in any zoning district is controlled by the various district standards set forth for each of the various zoning districts of this Ordinance.
2. **Applicability.**
  - a. Except as set forth under (2)(b) below, the site intensity and capacity calculations set forth in this Section and the Natural Resource Protection Standards set forth in Article 7 shall apply for each parcel of land to be used or built upon in the City of Franklin including all new Certified Survey Maps, Preliminary Plats, condominiums, multiple-family residential developments, all mixed-use or nonresidential development, and as may be required elsewhere in this Ordinance.
  - b. Natural resource protection shall not be required and the site intensity and capacity calculations set forth in this Section shall not be required for the construction of single-family and duplex residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing on August 1, 1998, the effective date of this Ordinance or for which a natural resource protection plan and site intensity capacity calculations were filed at the time of division after August 1, 1998.
3. **Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are not Required).**
  - a. Notwithstanding any other provision of this Ordinance, Natural Resource Protection and any such related Natural Resource Protection Plan shall not be required and the site intensity and capacity calculations set forth in this Section shall not be required for any accessory use structure or accessory use development or for an addition or modification to an existing principal structure development which does not increase the existing developed structure and impervious surface area upon the parcel by more than 50% or 2,500 square feet, whichever is

## ALDI PARCEL

### Unified Development Ordinance, City of Franklin, Wisconsin

smaller, where natural resource feature(s) are not within 100 feet of the area to be disturbed by the new development, upon a parcel supporting an existing principal structure with an existing principal use;

- b. Determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee
- c. For any Primary and Secondary Environmental Corridors and Isolated Natural Resource Areas defined by the Southeastern Wisconsin Regional Planning Commission that are located on the site by the City Engineer or designee, but whose nearest boundary lies more than 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent adverse impacts. The Plan shall be subject to approval by the Plan Commission and shall be implemented as a condition of application approval.

#### 4. Calculation of Area of Natural Resource Protection Land.

- a. All land area with those natural resource features as described in Section 15-7-02 of this Ordinance shall be measured relative to each natural resource feature present, as set forth in Section 15-7-02, Natural Resources Features Determination.
- b. The total area of Natural Resource Protection Land shall be defined as the net land surface area lying within the boundaries of one or more natural resource features, as set forth in Table 15-9-04(A)(4), Calculation of Natural Resource Protection Land Area. Land surface area where two or more natural resource features overlap shall be counted only once for purposes of determining the area of resource protection land. A map shall be submitted with the Natural Resource Protection Plan pursuant to Article 7 indicating the boundaries of each natural resource feature, the size of each feature, and the total area of the site lying within the boundaries of at least one natural resource feature.
- c. The land surface area of each natural resource feature permitted to be disturbed and where approved, compensated, pursuant to Section 15-7-03 shall be used to determine the extent of compensation required, as set forth in Table 15-7-03, City of Franklin Natural Resources Compensation Ratios.

Table 15-9-04(A)(4): Calculation of Natural Resource Protection Land Area		ALDI PARCEL
Resource/Feature	Total land surface area of each Natural Resource feature (acres or square feet; use throughout)	
a. SEWRPC Primary Environmental Corridor	0 SF	
b. SEWRPC Secondary Environmental Corridor	0 SF	
c. SEWRPC Isolated Natural Resource	0 SF	
d. Surface Water or Wetland Buffer	31,315 SF	
e. Woodland or Forest	0 SF	
f. Wetland	18,076 SF	
g. Degraded Wetland	0 SF	
h. Lake or Pond	0 SF	
i. Gross land surface area of natural resource features	(i) = Sum of (a) through (h) above 49,391 SF	
j. Net Natural Resource Protection Land - Total area of the site lying within the boundaries of at least one Natural Resource feature (a) through (h)	Determine from map; total surface area lying within at least one Natural Resource Feature 49,391 SF	

## ALDI PARCEL

### Unified Development Ordinance, City of Franklin, Wisconsin

5. **Calculation of Base Site Area.** The base site area shall be calculated as indicated in Table 15-9-04(A)(5) for each parcel of land for which development approval is sought that is not exempted under Section 15-3-03.

**Table 15-9-04(A)(5): Calculation of Base Site Area For Development**

Step	Land Area to Be Determined	Calculation	Area (Square feet or acres; use throughout)
a	Total gross site area (SF or acres; use throughout) determined through a boundary survey of the subject property		181,829 SF
b	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites		900 SF
c	Land reserved for open space as part of a previously approved development or land division		0 SF
d	Land area to be reserved for parks and schools		0 SF
e	Net Natural Resource Protection Lands, row (j) from Table 15-3-01		49,391 SF
f	Net Buildable Area for Development = (a) – {sum (b+c+d+e)}		131,538 SF

6. **Calculation of Site Intensity and Capacity for Residential Uses in Residential Zoning Districts.** The maximum number of dwelling units that may be permitted on a parcel of land in a residential zoning district, as defined in Section 15-2-02, shall be determined using the Base Site Area for Development, row (f) of Table 15-9-04(A)(5), as set forth in Table 15-9-04(A)(6) below:

**Table 15-9-04(A)(6): Calculation of Site Capacity For Residential Uses**

Land Area to Be Determined		Area (SF or acres; use throughout)
a. Net Buildable Area for Development, Row (f) from Table 15-9-04(A)(5)		a = row (f), Table 15-9-04(A)(5)
For multi-family units, if proposed:		
b. Number of units proposed:	c. Minimum lot area per unit (from Section 15-3-01)	d = (b) x (c) Minimum land area required:
For single-family units, if proposed:		
e. Number of units proposed:	f. Minimum lot area per unit (from Section 15-3-01)	g = (e) x (f) Minimum land area required:
Total minimum land area required shall not exceed net buildable area for development; check that (h) < (a)		h = (d) + (g) Total minimum land area required:



# SPEEDWAY PARCEL

## Unified Development Ordinance, City of Franklin, Wisconsin

renewed, but it shall not be construed in any way to alter the respective rights, duties, or obligations of the owner or the City relating to the use or occupancy of the land or building, or any other matter covered by this ordinance, and such temporary Certificate of Occupancy shall not be issued except under such restrictions and provisions as will adequately ensure the safety of the occupants.

4. **Application for a Certificate of Occupancy.** Written application for a Certificate of Occupancy for the use of vacant land, or for a change in a nonconforming use, as herein provided, shall be made to the Director of Inspection Services.
5. **Issuance of a Certificate of Occupancy.** If the proposed use is in conformity with the provisions of this ordinance, the certificate of occupancy shall be issued within three working days after the application for the same has been made, only after the occupancy conforms to this Ordinance and other applicable City Codes, and any lack of conformance to this Ordinance or other codes are corrected.
6. **Form of Certificate of Occupancy and Permanent Record.** Each Certificate of Occupancy shall state that the building or proposed use of a building or land complies with all provisions of this Ordinance. A record of all Certificates of Occupancy shall be kept on file in the office of the Director of Inspection Services and a copy shall be forwarded, on request, to any person having proprietary or tenancy interests in the building or land affected.
7. **Certificate of Occupancy Not Required for Gas and Electric Utility Uses Issued a Certificate of Public Convenience and Necessity.** No Certificate of Occupancy shall be required for gas and electric utility uses which have been issued a Certificate of Public Convenience and Necessity pursuant to § 196.491 of the Wisconsin Statutes as amended.

### 15-9-04. Site Intensity and Capacity Calculations.

#### A. Site Intensity Calculations.

1. **Recognition of Distinctive Site Features.** This Ordinance recognizes that landforms, parcel size and shape, and natural resource features vary from site to site and that development regulations must take into account these variations. The maximum density or intensity of use allowed in any zoning district is controlled by the various district standards set forth for each of the various zoning districts of this Ordinance.
2. **Applicability.**
  - a. Except as set forth under (2)(b) below, the site intensity and capacity calculations set forth in this Section and the Natural Resource Protection Standards set forth in Article 7 shall apply for each parcel of land to be used or built upon in the City of Franklin including all new Certified Survey Maps, Preliminary Plats, condominiums, multiple-family residential developments, all mixed-use or nonresidential development, and as may be required elsewhere in this Ordinance.
  - b. Natural resource protection shall not be required and the site intensity and capacity calculations set forth in this Section shall not be required for the construction of single-family and duplex residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing on August 1, 1998, the effective date of this Ordinance or for which a natural resource protection plan and site intensity capacity calculations were filed at the time of division after August 1, 1998.
3. **Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are not Required).**
  - a. Notwithstanding any other provision of this Ordinance, Natural Resource Protection and any such related Natural Resource Protection Plan shall not be required and the site intensity and capacity calculations set forth in this Section shall not be required for any accessory use structure or accessory use development or for an addition or modification to an existing principal structure development which does not increase the existing developed structure and impervious surface area upon the parcel by more than 50% or 2,500 square feet, whichever is

## SPEEDWAY PARCEL

### Unified Development Ordinance, City of Franklin, Wisconsin

smaller, where natural resource feature(s) are not within 100 feet of the area to be disturbed by the new development, upon a parcel supporting an existing principal structure with an existing principal use;

- b. Determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee
- c. For any Primary and Secondary Environmental Corridors and Isolated Natural Resource Areas defined by the Southeastern Wisconsin Regional Planning Commission that are located on the site by the City Engineer or designee, but whose nearest boundary lies more than 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent adverse impacts. The Plan shall be subject to approval by the Plan Commission and shall be implemented as a condition of application approval.

#### 4. Calculation of Area of Natural Resource Protection Land.

- a. All land area with those natural resource features as described in Section 15-7-02 of this Ordinance shall be measured relative to each natural resource feature present, as set forth in Section 15-7-02, Natural Resources Features Determination.
- b. The total area of Natural Resource Protection Land shall be defined as the net land surface area lying within the boundaries of one or more natural resource features, as set forth in Table 15-9-04(A)(4), Calculation of Natural Resource Protection Land Area. Land surface area where two or more natural resource features overlap shall be counted only once for purposes of determining the area of resource protection land. A map shall be submitted with the Natural Resource Protection Plan pursuant to Article 7 indicating the boundaries of each natural resource feature, the size of each feature, and the total area of the site lying within the boundaries of at least one natural resource feature.
- c. The land surface area of each natural resource feature permitted to be disturbed and where approved, compensated, pursuant to Section 15-7-03 shall be used to determine the extent of compensation required, as set forth in Table 15-7-03, City of Franklin Natural Resources Compensation Ratios.

Table 15-9-04(A)(4): Calculation of Natural Resource Protection Land Area		SPEEDWAY PARCEL
Resource/Feature	Total land surface area of each Natural Resource feature (acres or square feet; use throughout)	
a. SEWRPC Primary Environmental Corridor	0 SF	
b. SEWRPC Secondary Environmental Corridor	0 SF	
c. SEWRPC Isolated Natural Resource	0 SF	
d. Surface Water or Wetland Buffer	8,021 SF	
e. Woodland or Forest	0 SF	
f. Wetland	4,070 SF	
g. Degraded Wetland	0 SF	
h. Lake or Pond	0 SF	
i. Gross land surface area of natural resource features	(i) = Sum of (a) through (h) above 12,091 SF	
j. Net Natural Resource Protection Land - Total area of the site lying within the boundaries of at least one Natural Resource feature (a) through (h)	Determine from map; total surface area lying within at least one Natural Resource Feature 12,091 SF	

## SPEEDWAY PARCEL

Unified Development Ordinance, City of Franklin, Wisconsin

5. **Calculation of Base Site Area.** The base site area shall be calculated as indicated in Table 15-9-04(A)(5) for each parcel of land for which development approval is sought that is not exempted under Section 15-3-03.

**Table 15-9-04(A)(5): Calculation of Base Site Area For Development**

Step	Land Area to Be Determined	Calculation	Area (Square feet or acres; use throughout)
a	Total gross site area (SF or acres; use throughout) determined through a boundary survey of the subject property		79,535 SF
b	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites		840 SF
c	Land reserved for open space as part of a previously approved development or land division		0 SF
d	Land area to be reserved for parks and schools		0 SF
e	Net Natural Resource Protection Lands, row (j) from Table 15-3-01		12,091 SF
f	Net Buildable Area for Development = (a) – {sum (b+c+d+e)}		67,604 SF

6. **Calculation of Site Intensity and Capacity for Residential Uses in Residential Zoning Districts.** The maximum number of dwelling units that may be permitted on a parcel of land in a residential zoning district, as defined in Section 15-2-02, shall be determined using the Base Site Area for Development, row (f) of Table 15-9-04(A)(5), as set forth in Table 15-9-04(A)(6) below:

**Table 15-9-04(A)(6): Calculation of Site Capacity For Residential Uses**

Land Area to Be Determined		Area (SF or acres; use throughout)
a. Net Buildable Area for Development, Row (f) from Table 15-9-04(A)(5)		a = row (f), Table 15-9-04(A)(5)
For multi-family units, if proposed:		
b. Number of units proposed:	c. Minimum lot area per unit (from Section 15-3-01)	d = (b) x (c) Minimum land area required:
For single-family units, if proposed:		
e. Number of units proposed:	f. Minimum lot area per unit (from Section 15-3-01)	g = (e) x (f) Minimum land area required:
Total minimum land area required shall not exceed net buildable area for development; check that (h) < (a)		h = (d) + (g) Total minimum land area required:





NATURAL RESOURCE FEATURE AREAS - NORTH PARCEL

RESOURCE TYPE	WETLANDS	WETLAND BUFFER	WETLAND SETBACK
TOTAL AREA	4,070 S.F. (0.09 AC)	7,200 S.F. (0.17 AC)	7,898 S.F. (0.18 AC)

NATURAL RESOURCE FEATURE AREAS - SOUTH PARCEL

RESOURCE TYPE	WETLANDS	WETLAND BUFFER	WETLAND SETBACK
TOTAL AREA	18,075 S.F. (0.41 AC)	28,800 S.F. (0.66 AC)	13,328 S.F. (0.30 AC)

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing the City of Franklin Fire Department to Execute an Agreement with Digitech Computer, LLC for Ambulance Billing Services.	ITEM NUMBER G. 9.

#### Background

The City of Franklin Fire Department contracts with an independent, third-party billing firm to provide ambulance and Emergency Medical Services (EMS) billing. This "User fee" revenue is used to partially reimburse the City of Franklin for the provision of Paramedic-level Emergency Medical Services. Per contract, the independent billing firm receives a small percentage of the funds they generate for the City of Franklin.

In early 2024, our longtime provider Andres Medical Billing, Ltd. was purchased by EMS Management Consultants (EMSMC). Recently EMSMC has purchased nearly all of the independent ambulance billing firms in the state of Wisconsin and operates in over 40 other states. Following our transition to EMSMC in spring of 2024, we began to notice a drastic increase in billing errors, extremely long trip processing times, lower than expected revenues, a marked increase in citizen complaints of poor customer service, lost correspondence and additional fees when attempting to make online or credit card payments. Most concerning was a large number of our patients who were being mistakenly sent to collections for invoices that they had never received or had an opportunity to pay. We had expected some 'Growing pains' with EMSMC, but after the first year our level of service has not improved and the same errors continue to be made. Sorting out these repeated errors is taking an extraordinary amount of time and effort from the fire department and finance department staff. For this reason, the fire department began researching alternate billing providers earlier in the year with the intent to terminate our agreement with EMSMC.

#### Recommendation

Representatives from both the fire department and finance department interviewed three firms interested in providing ambulance service billing for the City of Franklin. Following a thorough evaluation, Digitech Computer, LLC is our recommended provider. Digitech is focused on ambulance billing only and has no other business lines. They offer enhanced customer support for our citizens and patients, have an efficient method of handling mail correspondence, no additional patient fees for online payments, impressive online dashboard and analytics for our finance and EMS administration use. Digitech is familiar with and already integrated into the Milwaukee County EMS System. Additionally, Digitech's fee of 4.95% of net monthly collections is slightly lower than our current fee of 5.1%, which will provide increased revenue to the City of Franklin.

### COUNCIL ACTION REQUESTED

**Motion to adopt Resolution No 2025-\_\_\_\_\_, A Resolution Authorizing the City of Franklin Fire Department to Execute an Agreement with Digitech Computer, LLC for Ambulance Billing Services.**

Fire: JCM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN FIRE DEPARTMENT TO  
EXECUTE AN AGREEMENT WITH DIGITECH COMPUTER, LLC FOR AMBULANCE  
BILLING SERVICES.

WHEREAS, The City of Franklin Fire Department contracts with an independent, third-party billing firm to provide ambulance and Emergency Medical Services (EMS) billing. This "User fee" revenue is used to partially reimburse the City of Franklin for the provision of Paramedic-level Emergency Medical Services.

WHEREAS, The Fire Department has noted an extraordinary increase in billing errors, lower than expected revenues, a marked increase in citizen complaints and poor customer service from our current billing provider.

WHEREAS, Following evaluation by both Fire Department and Finance Department staff, it is recommended that the City of Franklin contract with Digitech Computer, LLC to provide this service.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize the fire department to execute an agreement with Digitech Computer, LLC for ambulance billing services.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

## **AGREEMENT**

This AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Digitech Computer LLC (hereinafter "CONTRACTOR"), whose principal place of business is 480 Bedford Road, Suite C-202, Chappaqua, NY 10514.

## **WITNESSETH**

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide EMS billing services;

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

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

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

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at the rates specified in Attachment A, subject to the terms detailed below:

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

not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

### **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

### **IV. ASSISTANCE AND CONTROL**

- A. \_\_\_\_\_ will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, \_\_\_\_\_ CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

## **V. TERMINATION**

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

## **VI. INSURANCE**

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

<p>A. General/Commercial Liability (<i>Must have General/Commercial</i>)</p>	<p>\$1,000,000 per each 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>
<p>B. Automobile Liability (<i>Must have auto liability</i>)</p>	<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>
<p>C. Contractor's Pollution Liability (<i>If applicable</i>)</p>	<p>\$1,000,000 per occurrence \$2,000,000 aggregate</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability</p>	<p>\$10,000,000 per occurrence for bodily injury, personal injury, and property</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>

E. Worker's Compensation and Employers' Liability ( <i>Must have workers compensation</i> )	Statutory  <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions) ( <i>If applicable</i> )	\$2,000,000 single limit

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

## VII. INDEMNIFICATION AND ALLOCATION OF RISK

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



#### **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of \_\_\_\_\_.

#### **IX. DISPUTES**

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

#### **X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 7 years following its completion; however CONTRACTOR may turn over all data at the expiration or termination of this AGREEMENT in Microsoft SQL format, at which time, CONTRACTOR's obligations to maintain the data turned over shall cease. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

#### **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or

products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT.
- D. This AGREEMENT may be executed in multiple counterparts, and will have the same legal force and effect as if the CONTRACTOR and CLIENT had executed it as a single document. The CONTRACTOR and CLIENT agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The CONTRACTOR and CLIENT may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto.
- E. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

## **XII. CONTROLLING TERMS AND PROVISIONS**

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

**SIGNATURES ON FOLLOWING PAGE**

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

CITY OF FRANKLIN, WISCONSIN

DIGITECH COMPUTER LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: John R. Nelson

PRINT NAME: Walter C. Pickett II

TITLE: Mayor

TITLE: Chief Executive Officer

DATE: \_\_\_\_\_

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: \_\_\_\_\_

**ATTACHMENT A  
BILLING SERVICE AGREEMENT**

This BILLING SERVICE AGREEMENT ("Agreement"), dated \_\_\_\_\_, 2025 ("Effective Date") between DIGITECH COMPUTER LLC ("DIGITECH") and CITY OF FRANKLIN, WI ("CLIENT").

**WITNESSETH:**

The parties hereby agree as follows:

**I. SERVICES**

- A. DIGITECH will provide CLIENT the services ("Services") specified in Sections I, II and III of Rider A.

**II. PAYMENT**

- A. CLIENT agrees to compensate DIGITECH for the Services as described in Rider A, as applicable.
- B. DIGITECH shall invoice CLIENT based upon the invoicing information provided by CLIENT in Rider A-1.
- C. All payments will be due within thirty (30) days of receipt of DIGITECH's invoice.
- D. In the event an invoice is disputed in good faith, CLIENT is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- E. If the uncontested invoice or uncontested portion of an invoice remains unpaid thirty (30) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CLIENT or terminate this contract upon thirty (30) days prior written notice to CLIENT.

**III. CONFIDENTIALITY**

- A. With regard to CLIENT's Protected Health Information ("PHI"), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider B and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CLIENT to DIGITECH hereunder shall remain the property of CLIENT. DIGITECH will not make copies of such information or material, except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees,

agents, assigns, subcontractors and successors shall keep strictly confidential all information designated by CLIENT as "confidential".

- C. CLIENT acknowledges and agrees that the software, and all other systems and documentation, including training materials, related to the provision of Services hereunder, are DIGITECH's confidential proprietary information, and CLIENT agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CLIENT acknowledges and agrees that all software and documentation developed by DIGITECH for CLIENT using CLIENT's specifications, or DIGITECH's specifications, or a combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing.
- D. CLIENT will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon any termination of this Agreement, PHI will be treated as set forth in Rider B and applicable law.
- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party's employees, unless the parties have otherwise agreed in writing.

#### **IV. TERM, TERMINATION AND RENEWAL**

- A. The term ("Term") of this Agreement shall comprise the following: (i) a pre-go-live implementation period commencing with the Effective Date of this Agreement, which period may be extended for good faith reasons upon mutual agreement of the parties, ending with a go-live date, on which claim processing commences ("Go-Live Date"); and (ii) a FIVE (5) year claim processing period commencing with the Go-Live Date. DIGITECH will be entitled to its fees as described in Rider A for all collections for transports with dates of service from the Go-Live Date through those transports with dates of service prior to the end of the Term. The target Go-Live Date is \_\_\_\_\_.
- B. Provided that this Agreement has not been terminated, at the end of the Term described in IV.A above, this contract will automatically renew for successive one-year renewal periods, extending the Term, unless either party notifies the other party, in writing, at least ninety (90) days before the end of the then current term that it elects to cancel this Agreement. DIGITECH, at its option, may send a renewal notice to CLIENT one hundred and twenty (120) days prior to the end of the then current term stipulating new pricing for the next renewal period. If CLIENT does not agree in writing to the new pricing within thirty (30) days of the date of the renewal

notice, then this Agreement shall be deemed terminated at the end of the then current term.

- C. Except as otherwise provided in the Business Associate Agreement regarding a basis for termination for violation of the obligations of the Business Associate Agreement, either party may, upon thirty (30) days written notice, via certified mail, identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall not have cured such breach, or taken substantial steps toward curing such breach, within the thirty (30) day period of being notified in writing, via certified mail, of the breach. This paragraph does not apply to nonpayment, which is addressed in paragraph II (E) above.
- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event:
  - 1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to appointment of a trustee or receiver, or has an involuntary petition of bankruptcy filed against it; or
  - 2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated; or
  - 3. A party hereto is excluded from participation in any state and/or federal health care program; or
  - 4. The Business Associate Agreement between DIGITECH and CLIENT is terminated.
- E. Upon the expiration (by non-renewal or otherwise) or termination of this Agreement, the parties shall proceed in accordance with Section XI – Transition Following Termination or Expiration below.
- F. Either party may terminate this Agreement, without cause, with 120 days prior written notice.
- G. If CLIENT terminates early, CLIENT shall reimburse DIGITECH for the unamortized cost of any hardware purchased by DIGITECH for CLIENT.

## **V. INDEMNITY AND LIABILITY**

- A. Each party to this Agreement shall indemnify and hold harmless the other party and its agents, employees and subcontractors ("Indemnified Party") from and against losses, liability, fines, suits, demands, arbitration fees, damages and expenses (including reasonable attorney's fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Agreement, intellectual property violation, or any willful, wanton, reckless, or grossly negligent act committed by the defaulting party, or its agents, employees and subcontractors. Notwithstanding the foregoing, the defaulting party's liability shall be limited as set forth below in paragraphs V(B) through (J).
- B. To the extent permitted by law, DIGITECH's liability shall be limited to amounts paid by DIGITECH's errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$3,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this Agreement. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits, or for any special, incidental, indirect, consequential or other similar damages (but excluding penalties and fines) suffered in whole, or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party's reasonable control (this clause does not apply to CLIENT's payment obligations).
- C. Both DIGITECH and CLIENT are independent contractors. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party, except as set forth herein.
- D. CLIENT specifically agrees that it is responsible to repay any overpayments, denials, recoupments and/or offsets, including interest, penalties and other fees, sought, demanded or initiated by any governmental or commercial carrier, payer or insurer in the event it is determined that CLIENT is not entitled to payment for its services rendered, or if any such carrier, payer or insurer determines that CLIENT has been paid any amounts in excess of what is otherwise due and payable under the terms of the applicable governmental or commercial benefit program or insurance policy. Except to the extent covered by insurance (including payment of deductible), DIGITECH's liability regarding any such bill or claim will not exceed the fee paid to DIGITECH to process such item.
- E. DIGITECH will not be liable in the event of a recoupment caused by a change in

federal or state regulations, a change in the interpretation of federal or state regulations, a refund caused by an EMS crew member's or CLIENT's expired license or certification, or if DIGITECH is directed by the CLIENT to bill against DIGITECH's advice and an audit determines that a Claim should not have been billed. CLIENT will not be entitled to any refund or credit of any fee paid to DIGITECH, and DIGITECH will have no liability whatsoever in the event of such recoupment.

- F. In the event that an internal or external audit of paid claims determines that there was an overpayment for which DIGITECH collected a fee based on claims given a disputed level of service and/or inaccurate rates, DIGITECH will issue a credit to CLIENT for an amount equal to the DIGITECH fee earned on the amount overpaid and returned. Except as set forth above, the credit will be capped at the amount of the fee paid to DIGITECH for each adjusted claim.
- G. In the event that the CLIENT receives a duplicate payment or overpayment and must refund the payer (e.g., the insurance company paid the same invoice twice, or the insurance company and patient paid the same claim, or two different insurance companies paid the same claim), DIGITECH will give the CLIENT a credit in an amount equal to the portion of DIGITECH's fee that applies to the duplicate payment or overpayment after CLIENT has refunded the payer.
- H. CLIENT acknowledges that DIGITECH is not a guarantor of collection, and that it shall not be responsible for any uncollected bills. CLIENT may subcontract with any third party to follow up regarding accounts that DIGITECH deems uncollectible after attempting to collect pursuant to the terms of this Agreement and Rider A.
- I. CLIENT acknowledges that DIGITECH is not a debt collector. CLIENT shall indemnify, defend, and hold DIGITECH harmless from any and all costs and damages, including attorneys' fees, resulting from (i) any violations of the Federal Debt Collections Practices Act (FDCPA), (ii) any violations of state level debt collection legislation, and (iii) violations caused by CLIENT's failure to identify a claim as a workers' compensation claim.
- J. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters identified under this Section.

## **VI. EXCLUSIVITY**

- A. CLIENT agrees that all billing Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement and for the claims covered by the winding down period described in Section XI (the "Winding Down Period"), and any extensions or renewals thereof.



## **VII. COMPLIANCE**

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CLIENT's service area, including verification that no one on DIGITECH's staff is excluded from participation in any state and/or federal health care program.
- B. DIGITECH agrees to comply with all applicable federal and state laws, including "anti-kickback," "excessive charges," and other regulations relevant to this Agreement.
- C. CLIENT represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CLIENT further agrees that they shall be responsible for verifying that none of CLIENT's employees are excluded from participation in any state and/or federal health care program and that every EMS crew member's license and certification are current and valid. CLIENT agrees to notify DIGITECH within five (5) business days of CLIENT's discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.
- D. CLIENT warrants that it will not send DIGITECH any trips provided by any excluded or improperly credentialed individuals.
- E. DIGITECH warrants that it will not utilize any excluded individuals to perform any work on any of CLIENT's claims.
- F. CLIENT represents and warrants that it is permitted by law to charge a fee and/or otherwise bill and be paid for its services, and that all fees and charges of CLIENT are solely determined by CLIENT, and are consistent with CLIENT's legal obligations under any local, state and/or federal laws.
- G. CLIENT represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for billing purposes. CLIENT is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CLIENT regarding the eligibility of the services rendered for payment according to applicable reimbursement laws, rules or policies.

## **VIII. OMITTED.**

## **IX. NOTICES**

- A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given, with copies sent by email. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:

Walter C. Pickett II  
Chief Executive Officer  
Digitech Computer LLC  
480 Bedford Road, Suite C-202  
Chappaqua, NY 10514  
Email: [contracts@digitechcomputer.com](mailto:contracts@digitechcomputer.com)

If to CLIENT:

9229 West Loomis Road  
Franklin, Wisconsin 53132  
Email:

## **X. CLIENT RESPONSIBILITIES**

- A. CLIENT agrees to provide DIGITECH all information required to perform the Services. Furthermore, CLIENT agrees to deliver said information by automated field data:

Automated Field Data Collection

CLIENT'S ePCR vendor, which is presently ImageTrend, shall:

- a) Produce a daily billing file in the standard NEMSIS XML file format. The daily billing file will be one file containing all claims approved for billing since the last daily billing file;
- b) Include all data elements in the daily billing file required for billing. This includes, but is not limited to date of service, signature information (both a signature signal & image instructions), unique ID per transport, unique ID per transport agency, and whether or not a claim is a potential workers compensation claim.
- c) Produce and provide a PDF copy of the PCR for each call included in the NEMSIS XML file. The PDF must be named with the unique ID of the call.
- d) Automatically push the daily billing files via SFTP to DIGITECH's FTP server;

Mutually agree on custom data elements with both CLIENT and DIGITECH for items such as treatments, supplies, etc. Depending on the nature of the custom data elements, DIGITECH may require additional fees prior to creating such customization. If the parties cannot agree on the amount of the additional fees, DIGITECH shall have no obligation to provide such custom data elements.

- e) Allow DIGITECH employees to login to secure website to:
    - (1) Manually produce a billing file based on the same billable claim criterion used to produce the daily billing file;
    - (2) Easily look up transports by a unique ID, Date of Service and Patient Name;
    - (3) View details of transport including additional documentation such as PCS, Hospital Face Sheet, etc.
  - f) Provide a method for DIGITECH to produce a Reconciliation Report. The report will:
    - (1) Be an Excel spreadsheet;
    - (2) Include all billable claims for the specified date of service date range
    - (3) Include columns for Unique Transport ID, Patient Name, Date of Service
  - g) Work with DIGITECH to produce a seamless transport look up integration between DIGITECH's Ambulance Commander System and the ePCR System.
  - h) CLIENT or CLIENT's ePCR vendor shall pay all third party costs incurred to purchase, support, integrate and maintain the CLIENT's field data collection system
- B. CLIENT agrees to provide copies of all remittances or electronic remittance files necessary for posting by DIGITECH within four (4) business days of receipt of remittance(s). DIGITECH requires the original, unaltered or "raw" electronic payer file that is produced by the payer. DIGITECH will not accept files which have been modified by any non-payer party. DIGITECH will not accept paper remittances in lieu of electronic remittances. CLIENT agrees to pay charges incurred to convert a payer file back to its original, unaltered or "raw" state.
- C. In cases where DIGITECH has verified payment, but CLIENT cannot provide remittance advice, DIGITECH will provide such listing to CLIENT and CLIENT agrees to allow DIGITECH to apply such payments. CLIENT agrees that the application of such payments by DIGITECH will entitle DIGITECH to earn the fees described in Rider A, Section IV.
- D. Omitted.
- E. Omitted.

- F. CLIENT agrees to establish and maintain a broadband or high-speed internet connection from its place of business to the Internet. CLIENT shall maintain a bandwidth of at least 1MB free for every 5 active users.
- G. CLIENT agrees to complete and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross Blue Shield. DIGITECH shall confirm receipt of applications and continue follow-up with insurance processors until final approval where possible. DIGITECH will inform CLIENT if the CLIENT's intervention is required by processor.
- H. CLIENT agrees to authorize DIGITECH to execute and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid and Blue Cross/Blue Shield, where necessary.
- I. CLIENT agrees to pay for any enrollment or revalidation fees imposed by payers.
- J. Where possible, CLIENT agrees to flag non-billable claims prior to submission to DIGITECH for procedure coding.
- K. CLIENT agrees to email DIGITECH cash posting manager with EFT/ACH amounts deposited and deposit dates for each payer paying via EFT/ACH on a daily basis.
- L. CLIENT acknowledges and accepts that it is responsible for acquiring any and all Physician Certification Statements (PCS) and prior authorizations required for non-emergency transports.

#### **XI. TRANSITION**

- A. In the event this Agreement terminates or expires under the provisions described in Section IV of this Agreement, the following four phases shall occur (during the Winding Down Period, DIGITECH will only perform the services outlined in this Section):
  - 1. **Phase I** - DIGITECH shall continue with services until the Termination Date. The "Termination Date" shall be defined as the last date of service/transport that DIGITECH shall be responsible for processing.
  - 2. **Phase II** – DIGITECH shall cease all processing including the collection services described in Rider A, Section II above, sixty (60) days from the Termination Date. For greater clarity, DIGITECH shall cease importing new claims with dates of service after the Termination Date, but for sixty (60) days after the Termination Date, DIGITECH shall continue processing claims with dates of service prior to the

Termination Date.

3. **Phase III** – Upon the conclusion of Phase II, DIGITECH shall cease all claim processing and collections. For an additional sixty (60) days, CLIENT will continue to provide DIGITECH with remittance advice or cash receipt data, as described in Section X.B., for all deposits within this 120 day Winding Down Period, and shall pay to DIGITECH its fees on these receipts pursuant to Section IV of Rider A. DIGITECH will be entitled to all fees for its Services for the full 120 days of deposits after the Termination Date for which CLIENT receives remittances. Should the parties agree in writing to extend the Winding Down Period, DIGITECH shall be entitled to all fees for its Services for the entire time that the Winding Down Period is extended.
4. **Phase IV** - Subsequent to the conclusion of Phase III and the Winding Down Period, DIGITECH will provide client with its data in SQL format once DIGITECH has been fully paid for services rendered.
5. Upon expiration or termination of this Agreement, all additional services under Sections V and VI of Rider A shall cease, unless the parties agree in writing to extend the term of such services to include the Winding Down Period.
2. Upon termination or expiration of this Agreement, DIGITECH agrees to reasonably cooperate with CLIENT in transitioning from DIGITECH to another service provider of CLIENT's choosing.
3. At the expiration of the Winding Down Period, CLIENT shall cease using all of DIGITECH'S materials and products, including training manuals. CLIENT shall either return all materials to DIGITECH or delete such materials.

**XII. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT; FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS**

- A. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No waiver, supplement, amendment or modification of any provision of this Agreement shall be binding unless it is in writing and signed by all parties.
- B. Omitted.
- C. Omitted.
- D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire

agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party, except as expressly set forth herein.

- E. From time to time, each party will execute and deliver such further instruments, and will take such other action as the other party may reasonably request, in order to discharge and perform its respective obligations and agreements hereunder.
- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement Agreement. In the event that this Agreement is the basis for an Interlocal or Cooperative Procurement, the fees paid by the CLIENT described herein shall not change for the CLIENT; however, the fees to be paid by another agency shall be modified so that Digitech may project payment by the other agency of at least \$15 per service/transport based on the other agency's service/transport volume and payor mix.
- H. The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
- K. This Agreement, and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.

SIGNATURES ON FOLLOWING PAGE

The parties hereto have executed this Agreement on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

DIGITECH COMPUTER LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: John R. Nelson

PRINT NAME: Walter C. Pickett II

TITLE: Mayor

TITLE: Chief Executive Officer

DATE: \_\_\_\_\_

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: \_\_\_\_\_

**RIDER A**  
**DESCRIPTION OF SERVICES AND FEES**

This Rider is a part of the Agreement between DIGITECH COMPUTER LLC ("DIGITECH") and CITY OF FRANKLIN, WI ("CLIENT").

**I. BILLING SERVICES**

A. DIGITECH shall provide the following billing and collection services which are contingent upon CLIENT fulfilling the responsibilities outlined in Section X of the Agreement:

1. DIGITECH shall perform Patient Care Report ("PCR") processing including:
  - a) Review client-prepared PCR'S for content, level of service and diagnosis;
  - b) Procedure Coding; and
  - c) Eligibility and Insurance Research and Verification.
2. DIGITECH shall perform billing as follows:
  - a) Electronic Invoicing
    - (1) Medicare;
    - (2) Commercial Insurance; and
    - (3) Medicaid (billed weekly).
  - (b) Paper Invoicing
    - (1) CMS-1500 for Commercial Insurance;
    - (2) Self-Pay;
    - (3) Facility (where applicable); and
    - (4) CMS-1500 for Medicaid (where applicable).

**II. COLLECTION SERVICES**

A. DIGITECH will provide the following collection services covering the following types of providers:

1. Facility
  - a) Submit a maximum of 3 invoices/notices, at 30 day intervals; and
  - b) Perform follow up as needed, in DIGITECH's discretion.
2. Patient or Self Pay
  - a) Mail a maximum of 3 invoices/notices, at 30 day intervals;
  - b) Make a maximum of 2 follow-up calls; and
  - c) Recommend to CLIENT amounts to be placed in legal proceeding upon the earlier of DIGITECH'S determination that the amount is uncollectible or 120 days from the first invoice date.



3. Insurance
    - a) Submit a maximum of 3 invoices/notices, at 45 day intervals;
    - b) Perform follow up as needed, per DIGITECH's discretion; and
    - c) File appeals upon notice of denial, where applicable.
  4. Medicaid
    - a) Process denials;
    - b) Follow-up on pending Claims; and
    - c) Resubmissions.
  5. Medicare
    - a) Process denials;
    - b) Follow-up on pending Claims; and
    - c) Resubmissions.
  6. Claims resolution and appeals
  7. Remittance Posting
  8. Resubmission of denials, pending and held items
  9. Interfacing with carriers on behalf of CLIENT
  10. All payments received by payers for CLIENT shall be deposited into one or more bank accounts controlled by CLIENT, pursuant to CLIENT's written instructions.
- B. DIGITECH will interface with CLIENT's collection agency as follows:
1. Create and download one collection file per month using the industry standard XML collection file format; and
  2. In the event CLIENT'S collection agency requires a format that differs from DIGITECH's standard XML format or requires more than one file submission per month, DIGITECH reserves the right to charge CLIENT additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT'S written approval.
  3. DIGITECH reserves the right to withdraw claims from collections if payment is received within 10 business days of sending the claim to collections.

### **III. REPORTING SERVICES**

- A. DIGITECH will grant CLIENT access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall send to CLIENT, via email, its standard monthly reporting package which shall include:
  - 1. Accounting Reports
    - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
  - 2. Transport Reports
    - a) Per Trip Data and Collection Percentages.

### **IV. FEES/BILLING, COLLECTION AND REPORTING SERVICES**

- A. DIGITECH will charge a fee for the Services described above as follows:

CLIENT shall pay to DIGITECH a fee equal to 4.95% of net monthly EMS billing collections.

The fee shall include lockbox fees, credit card fees and notice of privacy policy (NPP) mailing fees, which shall all be paid by DIGITECH.

DIGITECH'S percentage fee for service covers claims with a date of service commencing on the go-live date of the contract.

CLIENT shall pay to DIGITECH its collection fee as set forth in this Section IV on all payments received by CLIENT on any claim processed by DIGITECH, including but not limited to revenue received by CLIENT related to any State administered Ambulance Services Supplemental Payment Program. Said payment shall be in addition to any other fees CLIENT is obligated to pay to any other entity or subcontractor to analyze and report costs that will help CLIENT realize said revenue.

Notwithstanding the foregoing, DIGITECH acknowledges that claims for which DIGITECH provided no processing services and that have been processed prior to the go-live date may be assigned by CLIENT to other third party collectors and that DIGITECH has no interest in or responsibility for such claims.

Provided that CLIENT's ePCR system can provide a standard NEMSIS file extract, DIGITECH shall provide an interface from CLIENT's existing ePCR system to

DIGITECH's billing software at no charge to CLIENT. Note that in the event CLIENT's ePCR vendor charges DIGITECH for any aspect of the ePCR interface, Digitech will pass through such charges to CLIENT.

Pricing is based on the accuracy of the transport and billing data provided by the CLIENT during the RFP process. Should the data provided to DIGITECH prove to be in error, DIGITECH reserves the right to renegotiate or exit the contract, provided DIGITECH gives CLIENT a 45 day notice of termination.

Note: DIGITECH's fee in Section IV(A) above does not include the processing of claims in which the CLIENT has a contractual obligation to transport and not bill (and are therefore uncollectible), such as financial hardship cases and prisoner transports. In addition, DIGITECH's fee does not cover non-ambulance transports such as ambulette, wheelchair, and medivan transports. Such additional fees will be negotiated per Rider A, Section V – Fees/Other below.

- B. The DIGITECH fees do not cover costs or additional fees associated with the placement of delinquent accounts with a third party collection agency. Any fees earned by third party collection agencies from the collection or settlement of past due accounts placed with such agency shall be the responsibility of the CLIENT.

#### **V. FEES/OTHER**

- A. Fees for the processing and/or collection of claims not covered by this Agreement shall be negotiated on a case-by-case basis. Such claims may include, but are not limited to, claims with dates of service not covered by this Agreement, non-ambulance claims, non-billable claims and claims where critical processing information may be available at an unreasonable cost.
- B. Time expended by DIGITECH, on behalf of CLIENT, to cover services not covered by this Agreement or tasks that fall under the responsibility of the CLIENT shall be billed at a rate to be negotiated, per clerk. Such services include, but are not limited to, data entry, scanning and call taking/input. No fees may be charged unless they are preapproved by the CLIENT, in writing, before performed.
- C. Time expended by DIGITECH programming staff on behalf of CLIENT, to cover programming changes or additions not covered by this Agreement shall be billed at the then current hourly rate for the resources requirement.
- D. Provision of services not specifically set forth in this Agreement, including but not limited to significant assistance with reporting, reporting projects, projections, interfacing or working with separate entities that are part of or affiliated with Client's organization, shall be subject to a separate compensation

agreement covering such additional services. The parties agree to act in good faith to draft mutually acceptable terms of service.

E. DIGITECH may require a work order prior to the provision of such services.

**VI. REIMBURSABLE EXPENSES**

CLIENT will reimburse DIGITECH for preapproved travel expenses (at cost). Such expenses shall be included in the invoice to CLIENT in the month following the date of such travel.

The parties hereto have executed this Rider on the day and year first above written on the Agreement.

CITY OF FRANKLIN, WISCONSIN

DIGITECH COMPUTER LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: John R. Nelson

PRINT NAME: Walter C. Pickett II

TITLE: Mayor

TITLE: Chief Executive Officer

DATE: \_\_\_\_\_

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: \_\_\_\_\_

**RIDER A-1**  
**CLIENT INVOICING INFORMATION**

Mailing Address:	
Email Address (General):	
Email Address (Invoicing):	
A/P Contact Name:	
A/P Contact Phone Number:	
Tax ID:	

**RIDER B**  
**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement"), is made and entered into by and between CITY OF FRANKLIN, WI ("Covered Entity") and DIGITECH COMPUTER LLC ("Business Associate"). This Agreement shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information ("PHI") (as defined in Article 1 of this Agreement) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Agreement is effective as of the effective date of the Billing Service Agreement (the "Effective Date").

**RECITALS**

**WHEREAS**, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

**WHEREAS**, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), all as amended from time to time ("HIPAA"), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the "HITECH Act"), and other applicable laws;

The parties do hereby agree as follows:

**Article 1: Definitions**

- 1.1 Definitions.** For the purposes of this Agreement, the following defined terms shall have the following definitions. All capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.

- (a) **“Breach”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.
- (b) **“Data Aggregation”** has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) **“Designated Record Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (d) **“Health Care Operations”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (e) **“Limited Data Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
- (f) **“Privacy Standards”** means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) **“Protected Health Information” or “PHI”** has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
- (h) **“Unsecured Protected Health Information”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR § 164.402.

## **Article 2: Duties of Business Associate**

- 2.1 Compliance with Privacy Provisions.** Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.
- 2.2 Compliance with Security Provisions.** Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d)

be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

**2.3 Breach of Unsecured PHI.**

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure ("Acquisition") of Covered Entity's PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.
- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate's written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate's written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

**2.4 Permitted Uses of PHI.** Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Agreement), as permitted or required under the Billing Service Agreement (including this Agreement), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

**2.5 Permitted Disclosures of PHI.** Business Associate shall not disclose PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Agreement), as permitted or required under the Billing Service Agreement (including this Agreement), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business Associate



discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

- 2.6 **Minimum Necessary.** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.
- 2.7 **Retention of PHI.** Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement, and make such PHI available to Covered Entity as set forth in this Agreement.
- 2.8 **Safeguarding PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this Agreement. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 **Agents and Subcontractors.** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 **Reporting Unauthorized Use or Disclosure.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Agreement as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days after the

date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

- 2.11 Access to Information.** Within five (5) days of Covered Entity's request, Business Associate shall provide Covered Entity with access to Covered Entity's PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.
- 2.12 Availability of PHI for Amendment.** The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents or subcontractors.
- 2.13 Accounting of Disclosures.** Upon Covered Entity's request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such

information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

- 2.14 Agreement to Restriction on Disclosure.** If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.
- 2.15 Accounting of Disclosures of Electronic Health Records ("EHR").** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.
- 2.16 Access to Electronic Health Records.** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an

individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

- 2.17 Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.
- 2.18 Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.19 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.20 Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Agreement.
- 2.21 Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Agreement, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its

responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Agreement.

**2.22 Return of PHI at Termination.** Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Agreement shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.

**2.23 Retention of PHI.** Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.

**2.24 Business Associate's Performance of Obligations of Covered Entity.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

### **Article 3: Duties of Covered Entity**

**3.1 Using Appropriate Safeguards.** Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

### **Article 4: Term and Termination**

**4.1 Term.** The provisions of this Agreement shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Agreement.

**4.2 Termination by Covered Entity.**

- (a) A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

**4.3 Termination by Business Associate.** If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Agreement, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

**4.4 Termination by Either Party.** Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**Article 5: Miscellaneous**

**5.1 Acknowledgment.** Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.

**5.2 Change in Law.** The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Agreement), and to negotiate in

good faith, if, in either party's business judgment, modification of the Billing Service Agreement (including this Agreement) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.

- 5.3 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Agreement will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 5.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 Interpretation.** Section titles in this Agreement are for convenience only, and shall not be used in interpreting this Agreement. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Agreement, the provisions of this Agreement shall prevail. Any reference in this Agreement to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

CITY OF FRANKLIN, WISCONSIN

DIGITECH COMPUTER LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: John R. Nelson

PRINT NAME: Walter C. Pickett II

TITLE: Mayor

TITLE: Chief Executive Officer

DATE: \_\_\_\_\_

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: \_\_\_\_\_



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	Request Council approval for the Fire Department to accept a grant in the amount of \$1,554 from the WeEnergies Foundation for the purchase of gas leak detection meters.	ITEM NUMBER  G. 10.

#### Introduction

The Fire Department is requesting approval to accept a grant from the WeEnergies Foundation for the purchase of three gas leak detection meters. The WeEnergies “Rewarding Responders Grant” assists local emergency response agencies within the WeEnergies gas and electric service area in the purchase of equipment and the provision of training to enhance their abilities to respond to emergencies involving local gas and electric infrastructure.

#### Background

Currently FFD only has one meter that is specific to pinpointing the source of natural gas leaks. That meter is carried on the Battalion Chief/Shift Commander vehicle. If that unit is not available, crews must await the arrival of utility company personnel in order to employ this detection capability.

This grant would fund the purchase of gas leak detection meters for each of the department’s three engine companies.

#### Financial Note

The WeEnergies grant will fund 100% of the purchase with no required match from the City of Franklin.

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#### COUNCIL ACTION REQUESTED

**Motion of approval for the Fire Department to accept a grant in the amount of \$1,554 from the WeEnergies Foundation for the purchase of gas leak detection meters.**

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/19/25
REPORTS & RECOMMENDATIONS	ST. MARTINS FAIR APPAREL	ITEM NUMBER G. 11.
<p>It was agreed to by all Fair Commissioners at the last Fair Commission meeting there be “Official St. Martins Fair” apparel for sale. One of the Fair Commissioner’s member makes and sells various items with screen print on them. The Commissioner has offered to make t-shirts and can koozies this year and sell them on behalf of City of Franklin. A portion of the sale would be given back to the Fair Commission.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to approve the sale of “Official St. Martins Fair” apparel by Wiki Wares &amp; More LLC for the 2025 St Martins Fair with a portion of the proceeds donated back to St Martins Fair.</p> <p>Or as directed</p>		

CLERKDEPT



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> August 19, 2025
<b>REPORTS AND RECOMMENDATIONS</b>	An Ordinance to Repeal Chapter 167 Sex Offenders and Recreate Chapter 167 Entitled Sex Offender Residency Restrictions and Child Safety Zones, of the Municipal Code of Franklin, Wisconsin	<b>ITEM NUMBER</b> G.12.

Annexed hereto are the Common Council action sheets from the June 17, 2025 and August 5, 2025 meetings. The primary matters to be reviewed as stated at the end of the discussion of this item at the August 5, 2025 meeting were the potential service by the Police and Fire Commission as the Appeal Board, and to provide a map depicting a residency restriction area of 1,250 feet.

Research and communications were done with regard to Police and Fire Commission providing the services, which included communications with the Commission staff support and the Commission President, who also conferred with the former Commission President. The conclusion was that while such services were outside of the scope of the jurisdiction and duties of the Commission provided by the Wisconsin Statutes, case law thereunder, and the Municipal Code, while not specifically prohibited, the President and former President concluded that there was no legal authority to serve as the Appeal Board. And there would exist the potential for a conflict of interest where an appeal involved a conviction which was prosecuted by the Milwaukee County District Attorney's Office, as the President serves as an Assistant District Attorney in the Office. As such, an alternative is to provide that three members of the Common Council serve as members of the Appeal Board. A redraft of the proposed ordinance with highlighted changes to state such membership is attached hereto.

With regard to the provision of a 1,250 feet map, staff reviewed whether any updates to the facilities listed and depicted on the maps was necessary, and added three public parks, which reduced the number of living units outside of the restriction areas. A copy of the 1,250 feet map, together with an updated map with the 1,000 feet are annexed hereto. The maps for the 750 feet and the 500 feet are in the process of being updated by the IT GIS Department at the time of this writing and will be made available for the August 19, 2025 meeting. 1,250 feet allows for availability of 19% of living units in the City and 1,000 feet allows for 27%.

### **COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Repeal Chapter 167 Sex Offenders and Recreate Chapter 167 Entitled Sex Offender Residency Restrictions and Child Safety Zones, of the Municipal Code of Franklin, Wisconsin, in the form and content as presented to the Common Council at this meeting; with the in brackets residence distance feet provisions to state and insert \_\_\_\_\_ feet; to delete the in brackets original domicile provisions; in §167-4B., to change 2021 to 2025 and add conditional upon lawful establishment of a residence provisions as highlighted; for §167-10K., accept the highlighted changes for the Appeal Board; and to renumber the sections to conform to the aforesaid changes.

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b><del>MEETING DATE</del></b> August 5, 2025
<b>REPORTS AND RECOMMENDATIONS</b>	An Ordinance to Repeal Chapter 167 Sex Offenders and Recreate Chapter 167 Entitled Sex Offender Residency Restrictions and Child Safety Zones, of the Municipal Code of Franklin, Wisconsin	<b><del>ITEM NUMBER</del></b>

Annexed hereto is the Common Council action sheet from the June 17, 2025 meeting and the materials that were annexed to it. The recommendations set forth on that action sheet are summarized as follows:

-Repeal and recreate Municipal Code Chapter 167 Sex Offenders

-Change residency restrictions 2,000 feet distance to no more than 1,000 feet [2,000 feet allows for availability of 6.2% of living units in the City; 1,000 feet allows for 46%; 750 feet allows for 57%; 500 feet allows for 73%]

-Remove original domicile provision [*Schroeder v. City of Muskego*, 20-CV-1066 Decision and Order (E.D. Wis. 2022) found the original domicile provision to be unconstitutional]

-Create Sex Offender Residency Appeal Board

-Add provision exempting persons under supervised release, etc., pursuant to Wis. Stat. § 980.135 Local restrictions; limited exemption

Police Chief Liermann concurs with the recommendations.

### **COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Repeal Chapter 167 Sex Offenders and Recreate Chapter 167 Entitled Sex Offender Residency Restrictions and Child Safety Zones, of the Municipal Code of Franklin, Wisconsin.

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> June 17, 2025
<b>REPORTS AND RECOMMENDATIONS</b>	An Ordinance to Repeal Chapter 167 Sex Offenders and Recreate Chapter 167 Entitled Sex Offender Residency Restrictions and Child Safety Zones, of the Municipal Code of Franklin, Wisconsin	<b>ITEM NUMBER</b>

Changes in the law applicable to municipalities adopting and enforcing sex offender residency restrictions ordinances have occurred over the years upon litigation challenges resulting in court decisions and also by amendment to the Wisconsin Statutes. Based upon same, recommendation is to amend the Municipal Code to amend current provisions to be more in line with prevailing law. The main changes recommended are to lessen the distance requirement from a sex offender residence to the specified facility substantially used by children, to remove the original domicile restriction, to add provisions to create an appeal board to review decisions made upon the application of the ordinance, and to add provisions with regard exempting a person under supervised release or a person providing housing to that person from enforcement, pursuant to the Wisconsin Statutes.

Annexed hereto are a copy of the current Chapter 167 of the Municipal Code and a draft ordinance to repeal and recreate same. Also annexed hereto are the court cases as cited in §167-1B. of the draft ordinance, the sex offender recidivism studies cited in §§167-1C. and D. of the draft ordinance, and a map of the current residency restriction of 2,000 feet, and maps depicting residency restriction areas of 1,000, 750 and 500 feet, with the recommendation that the current distance be amended to no more than 1,000 feet.

The draft ordinance has a red bracket at the beginning of and at the end of the end of each provision recommended to be deleted from the draft which are for an original domicile restriction. The draft ordinance also has red bracketed blank spaces for the sex offender residence distance requirements which are to be entered therein.

### **COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Repeal Chapter 167 Sex Offenders and Recreate Chapter 167 Entitled Sex Offender Residency Restrictions and Child Safety Zones, of the Municipal Code of Franklin, Wisconsin.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY  
*draft 6/10/25; redraft highlighted 8/14/25*  
ORDINANCE NO. 25-\_\_\_\_\_

AN ORDINANCE TO REPEAL CHAPTER 167 SEX OFFENDERS AND RECREATE  
CHAPTER 167 ENTITLED SEX OFFENDER RESIDENCY RESTRICTIONS AND  
CHILD SAFETY ZONES, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN

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WHEREAS, the Common Council passed and adopted Ordinance No. 2007-1905 on January 9, 2007, amending prior Ordinances No. 2006-1895 and No. 2006-1901, to create Chapter 167 Sex Offenders, which was amended by Ordinance No. 2013-2116 on October 1, 2013, to add regulations for holiday events and public gatherings; and

WHEREAS, subsequent to the adoption of the aforesaid Ordinances, there have been Wisconsin legislative statutory changes to Chapter 980 of the Wisconsin Statutes providing for the civil commitment of sexually violent persons, including the provisions at Wis. Stat. § 980.135 prohibiting the enforcement of a municipal ordinance which restricts housing with regard to an individual under supervised release, the individual is residing where ordered to reside and is in compliance with all court orders, and there have been court opinions and decisions case law varying in part conclusions with regard to municipal sex offender residency restrictions ordinances than those in existence at the time of the adoption of the aforesaid Ordinances; and

WHEREAS, there have been studies conducted and reported with regard to the subject matter subsequent to the adoption of the aforesaid Ordinances; and

WHEREAS, the Common Council having determined upon the review of the aforesaid Ordinances with regard to the foregoing laws, and following review of the aforesaid studies, that changes to the sex offender residency restrictions, and to continue and maintain sex offender residency restrictions for the City, is reasonable and necessary to protect the health, safety and welfare of the residents and the Community.

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

SECTION 1: Chapter 167 of the Municipal Code of the City of Franklin, Wisconsin, is hereby repealed and recreated to read as follows:

SEX OFFENDER RESIDENCY RESTRICTIONS AND CHILD SAFETY  
ZONES

§167-1 Findings and Intent:



- A. Whereas, the Common Council has the power, pursuant to Wis. Stat. § 62.11(5), to enact legislation promoting the health, safety, and welfare of the public.
- B. Whereas, the Common Council has reviewed the holdings and findings of the following court cases: *McKune v. Lile*, 122 S. Ct. 2017 (2002); *Smith v. Doe*, 123 S. Ct. 1140 (2003); *Doe v. Miller*, 405 F.3d 700 (8th Cir. 2005); *Vill. of Menomonee Falls v. Ferguson*, 334 Wis. 2d 131 (Wis. Ct. App. 2011); *City of S. Milwaukee v. Kester*, 347 Wis. 2d 334 (Wis. Ct. App. 2013); *Hoffman v. Vill. of Pleasant Prairie*, 249 F. Supp. 3d 951 (E.D. Wis. 2017); *Evenstad v City of West St. Paul*, 306 F. Supp. 3d 1086 (D. Minn. 2018); *Werner v. City of Green Bay*, 743 Fed. Appx. 10 (7th Cir. 2018); *Vasquez v. Foxx*, 895 F.3d 515 (7th Cir. 2018); *Koch v. Village of Hartland*, 43 F.4th 747 (7th Cir. 2022) (overruled *Vasquez v. Foxx*); *Schroeder v. City of Muskego*, 20-CV-1066 Decision and Order (E.D. Wis. 2022); and *Nelson v. Town of Paris*, 78 F.4th 389 (7th Cir. 2023).
- C. Whereas, based upon a 2003 study by the United States Department of Justice, Bureau of Justice Statistics, titled *Recidivism of Sex Offenders Released from Prison in 1994*, sex offenders released from prison were four times more likely to be rearrested for a sex crime as compared to non-sex offenders released from prison. Of those individuals included in the study, forty percent (40%) of new sex crimes committed by those sex offenders released from prison had occurred within the first twelve (12) months of release. Further, child molesters who were released from prison were at least six (6) times more likely to be rearrested for another sex crime against a child as compared to a non-sex offender released from prison. Based upon a 2019 study by the United States Department of Justice, Bureau of Justice Statistics, titled *Recidivism of Sex Offenders Released from State Prison A 9-Year Follow-Up (2005-14)*, released sex offenders were more than three times as likely as other released prisoners to be arrested for rape or sexual assault, and released sex offenders accounted for 5% of releases in 2005 and 16% of arrests for rape or sexual assault during the 9-year follow-up period.
- D. Whereas, in addition to reviewing the studies in C. above, the Common Council has also conducted a review of other reports and studies related to creating and implementing specific desistance factors to reduce recidivism of sex offenders. The studies and reports that have been reviewed include the following: *Recidivism After Release from Prison*, State of Wisconsin Department of Corrections, Tatar, J. & Jones, M. (August 2016); *Examining the Effects of Residential Situations and Residential Mobility on Offender Recidivism*, Crime and Delinquency 61(3), 375-401, Steiner, B., Makarios, M. D., & Travis, L. F. (2015);

*Examining Sexual Offenses through a Sociological Lens: A Socio-Cultural Exploration of Causal and Desistance Theories*, European Journal of Probation, 8(3), 170-184, Kyle, D. (2016); *Criminal Careers in the Short-Term: Intra-Individual Variability in Crime and Its Relation to Local Life Circumstances*, American Sociological Review, 60(5), 655-673, Horney, J., Osgood, W., & Marshall I.H., (1995); and *An Exploration of Protective Factors Supporting Desistance from Sexual Offending*, Sexual Abuse: A journal of Research and Treatment, 27(1), 16-33, Mann, R.E., de Vries Robbe, M., Maruna, S., & Thornton, D. (2015).

- E. Whereas, the Common Council acknowledges that literature on sex offender recidivism, sex offender desistance, and sex offender residency restrictions contains studies which report varying effectiveness of certain strategies. The Common Council intends to use these strategies and studies to best create a regulatory framework which protects the children of the City of Franklin (hereinafter "City"), yet allows for a constructive and safe assimilation of designated sex offenders into the community.
  
- F. [The Common Council finds that the risk of recidivism decreases over time from the date of the last conviction, especially in circumstances where offenders have community connections, goals, and employment. The Common Council is also aware that absent a domicile clause, the City would have open doors for non-resident sex offender residency when other communities have closed doors, inviting a substantial increase in child sex offender placements, thereby increasing potential negative impacts on the health, safety, welfare, and additional cost to the City and its residents. Studies show increased recidivism rates for offenders who frequently move or do not have established community networks. These studies support maintaining a domicile clause thereby limiting designated offenders with no ties to the community and increasing the likelihood that a designated offender implements appropriate and existing community support while allowing the community to remain intelligently attentive, aware, and provide adequate and appropriate intervention if needed.]
  
- G. Accordingly, the Common Council has created this regulatory measure designed to protect the health and safety of the children in the City against the threat posed by certain designated sex offenders. Sex offenders who prey on children represent a substantial danger to victims, target a particularly vulnerable group within the community who are less able to articulate or report abuse, and create a significant impact on law enforcement time and community resources to investigate abuses and mitigate risks. This Chapter is also intended to

demonstrate the City's resolute goal of protecting children in areas of potential vulnerability and impart the community's necessary expectation that designated sex offenders released into the community must maintain the community's confidence by demonstrating safe, productive, and law-abiding behavior while residing within the City. It is the intent of the Common Council that this regulatory scheme is civil and non-punitive in order to serve the City's compelling interest to promote, protect, and improve the health, safety and welfare of all citizens of the City.

§167-2 Definitions. As used in this Chapter and unless the context otherwise requires:

A. A *Sexually Violent Offense* shall have the meaning as set forth in Wis. Stat. § 980.01(6).

B. A *Crime Against Children* shall mean any of the following offenses set forth within the Wisconsin Statutes, or the laws of this or any other state or the federal government, having like elements necessary for conviction, respectively:

- § 940.225(1) First Degree Sexual Assault;
- § 940.225(2) Second Degree Sexual Assault;
- § 940.225(3) Third Degree Sexual Assault;
- § 940.22(2) Sexual Exploitation by Therapist;
- § 940.30 False Imprisonment-victim was minor and not the offender's child;
- § 940.31 Kidnapping-victim was minor and not the offender's child;
- § 944.01 Rape (prior statute);
- § 944.06 Incest;
- § 944.10 Sexual Intercourse with a Child (prior statute);
- § 944.11 Indecent Behavior with a Child (prior statute);
- § 944.12 Enticing Child for Immoral Purposes (prior statute);
- § 948.02(1) First Degree Sexual Assault of a Child;
- § 948.02(2) Second Degree Sexual Assault of a Child;
- § 948.025 Engaging in Repeated Acts of Sexual Assault of the Same Child;
- § 948.05 Sexual Exploitation of a Child;
- § 948.055 Causing a Child to View or Listen to Sexual Activity;
- § 948.06 Incest with a Child;
- § 948.07 Child Enticement;
- § 948.075 Use of a Computer to Facilitate a Child Sex Crime;
- § 948.08 Soliciting a Child for Prostitution;

§ 948.095 Sexual Assault of a Child by a School Staff Person or a Person Who Works or Volunteers with Children;  
§ 948.11(2)(a) or (am) Exposing Child to Harmful Material or Harmful Descriptions or Narrations – felony Sections;  
§ 948.12 Possession of Child Pornography;  
§ 948.13 Child Sex Offender Working with Children;  
§ 948.30 Abduction of Another's Child; Constructive Custody  
§ 971.17 Not Guilty by Reason of Mental Disease or Mental Defect - of an included offense; and  
§ 975.06 Sex Crimes Law Commitment.

- a. *Person* means a person who has been convicted of or has been found delinquent of or has been found not guilty by reason of disease or mental defect of a Sexually Violent Offense and/or a Crime Against Children.
- b. *Residence ("reside")* means the place where a Person sleeps, which may include more than one location, and may be mobile or transitory.

§167-3 Residency restrictions.

- A. A Person shall not reside within the City within [     ] feet of the real property comprising any of the following (whether located within the City or not):

(1) Any facility for children (which means a public or private school, a group home, as defined in Wis. Stat. § 48.02(7), a residential care center for children and youth, as defined in Wis. Stat. § 48.02(15d), a shelter care facility, as defined in Wis. Stat. § 48.02(17), a foster home, as defined in Wis. Stat. § 48.02(6), a child care center licensed under Wis. Stat. § 48.65, a child care program established under Wis. Stat. § 120.13(14), a child care provider certified under Wis. Stat. § 48.651, or a youth center, as defined in Wis. Stat. § 961.01(22); and/or

(2) Any facility used for:

- i. A public park, parkway, parkland, park facility, nature preserve;
- ii. A public swimming pool or beach;
- iii. A public library;
- iv. A recreational trail;
- v. A public playground;
- vi. A school for children;
- vii. Athletic fields used by children;

- viii. A movie theatre;
  - ix. A daycare center;
  - x. Any specialized school for children, including, but not limited to, a gymnastics academy, dance academy or music school; and
  - xi. Aquatic facilities open to the public.
- B. The distance shall be measured from the closest boundary line of the real property supporting the residence of a Person to the closest real property boundary line of the applicable above enumerated use(s). A map depicting the above enumerated uses and the resulting residency restriction distances, as amended from time to time, shall be kept on file in the office of the City Clerk for public inspection.

§167-4 Residency restriction exceptions.

A Person residing within [ ] feet of the real property comprising any of the uses enumerated in §167-3 above, does not commit a violation of this Chapter if any of the following apply:

- A. The Person is required to serve a sentence at a jail, prison, juvenile facility or other correctional institution or facility.
- B. The Person has lawfully established a residence prior to the effective date of this Chapter, [ ], 202+5, which lawful basis continues and is within [ ] feet of any of the uses enumerated in §167-3 above, or such enumerated use is newly established after such effective date and it is located within such [ ] feet of a residence of a Person which was lawfully established prior to the effective date of this Chapter, and which lawful basis continues.
- C. The Person is a minor residing with a parent or legal guardian who serves as parent or legal guardian to no more than one Person.

§167-5 Original domicile restriction.

In addition to and notwithstanding the foregoing, but subject to §167-4 above, no Person and no individual who has been convicted of a Sexually Violent Offense and/or a Crime Against Children, shall be permitted to reside in the City, unless such Person was domiciled in the City at the time of the offense resulting in the Person's most recent conviction for committing the Sexually Violent Offense and/or Crime Against Children.

§167-6 Child safety zones.

A. No Person shall enter or be present upon any real property in the City upon which there exists any facility used for or which supports a use of:

- (1) A public park, parkway, parkland, park facility or nature preserve;
- (2) A public swimming pool or beach;
- (3) A public library;
- (4) A recreational trail;
- (5) A public playground;
- (6) A school for children;
- (7) Athletic fields used by children;
- (8) A movie theatre;
- (9) A daycare center;
- (10) Any specialized school for children, including, but not limited to, a gymnastics academy, dance academy or music school;
- (11) Aquatic facilities open to the public; and
- (12) Any facility for children (which means a public or private school, a group home, as defined in Wis. Stat. § 48.02(7), a residential care center for children and youth, as defined in Wis. Stat. § 48.02(15d), a shelter care facility, as defined in Wis. Stat. § 48.02(17), a foster home, as defined in Wis. Stat. § 48.02(6), a child care center licensed under Wis. Stat. § 48.65, a child care program established under Wis. Stat. § 120.13(14), a child care provider certified under Wis. Stat. § 48.651, or a youth center, as defined in Wis. Stat. § 961.01(22)).

B. A map depicting the locations of the real property supporting the above enumerated uses, as amended from time to time, shall be kept on file in the office of the City Clerk for public inspection.

§167-7 Child safety zone exceptions.

A Person does not commit a violation of §167-6 and the enumerated uses may allow such Person on the property supporting such use if any of the following apply:

A. The property supporting an enumerated use under §167-6 also supports a church, synagogue, mosque, temple or other house of religious worship (collectively "church"), subject to the following conditions:

- (1) Entrance and presence upon the property occurs only during hours of worship or other religious program service as posted to the public;
- (2) Written advance notice is made from the Person to an individual in charge of the church and approval from an individual in charge of the

church as designated by the church is made in return, of the attendance by the Person; and

(3) The Person shall not participate in any religious education programs which include individuals under the age of 18.

B. The property supporting an enumerated use under §167-6 also supports a use lawfully attended by a Person's natural or adopted child/children, which child's use reasonably requires the attendance of the Person as the child's parent upon the property, subject to the following conditions:

(1) Entrance and presence upon the property occurs only during hours of activity related to the use as posted to the public; and

(2) Written advance notice is made from the Person to an individual in charge of the use upon the property and approval from an individual in charge of the use upon the property as designated by the owner of the use upon the property is made in return, of the attendance by the Person.

C. The property supporting an enumerated use under §167-6 also supports a polling location in a local, state or federal election, subject to the following conditions:

(1) The Person is eligible to vote;

(2) The designated polling place for the Person is an enumerated use; and

(3) The Person enters the polling place property, proceeds to cast a ballot with whatever usual and customary assistance is provided to any member of the electorate; and the Person vacates the property immediately after voting.

D. The property supporting an enumerated use under §167-6 also supports an elementary or secondary school lawfully attended by a Person as a student, under which circumstances the Person who is a student may enter upon that property supporting the school at which the Person is enrolled, as is reasonably required for the educational purposes of the school.

#### §167-8 Holiday events and public gatherings.

It is unlawful for any Person to actively take part in any public holiday event involving children under 18 years of age where the distributing of candy or other items to children takes place, including but not limited to Halloween trick or treating, holiday parades and other similar public gatherings. This section does not apply to any event in which the Person is

the parent or guardian of the children involved, and the Person's children are the only children present.

#### §167-9 Violations

If a Person violates §167-3 above, by establishing a residence or occupying residential premises within [     ] feet of those premises as described therein, without any exception(s) as also set forth above, the City Attorney, upon referral from the Chief of Police and the written determination by the Chief of Police that upon all of the facts and circumstances and the purpose of this Chapter, such residence or occupancy presents an activity or use of property that interferes substantially with the comfortable enjoyment of life, health, safety of another or others, shall bring an action in the name of the City in the Circuit Court for Milwaukee County to permanently enjoin such residency as a public nuisance. If a Person violates §167-6, in addition to the aforesaid injunctive relief, such Person shall be subject to the general penalty provisions set forth under §1-19 of this Code. Each day a violation continues shall constitute a separate offense. In addition, the City may undertake all other legal and equitable remedies to prevent or remove a violation of this Chapter, including, but not limited to a violation of §167-5.

#### §167-10 Appeal.

A designated offender may request an exemption from this Chapter.

A. Procedure. A designated offender may request an exemption from this Chapter by submitting a written request for exemption, including any pertinent rationale for an exemption, to the Franklin Police Department prior to establishing a residence that would be in violation of this Chapter or within thirty (30) days after notification that the designated offender is in violation of this Chapter. The Chief of Police or his/her designee shall conduct a review of the request for an exemption using any pertinent information and the criteria set forth in Subsection C. below. The Chief of Police or his/her designee shall approve, approve an exemption subject to necessary conditions (hereafter "conditional exemption"), or deny the request. The Chief of Police or his/her designee shall issue the decision within thirty (30) days of receiving the request for exemption and shall provide a written copy of that decision to the designated offender, City Clerk, and the City Attorney's office. Any request for an exemption which has not been approved, approved for a conditional exemption, or denied by the Chief or his/her designee within thirty (30) days of the request shall be deemed to be denied for the purposes of this Chapter.



B. The decision by the Chief of Police or his/her designee may be appealed by the designated offender within thirty (30) days by submitting a written appeal to the Sex Offender Residency Appeal Board (hereafter "the Board") via the City Clerk's Office. The Board shall hold a hearing on each appeal, during which the Board may review any pertinent information and may accept oral and written statements from any person.

C. The Chief of Police or his/her designee and/or the Board shall base their decision upon any factors related to the City's interest in promoting, protecting, and improving the health, safety, and welfare of the community, including but not limited to:

- (1) The nature of the predicate offense causing the appellant to be a designated offender.
- (2) Police reports related to the predicate offense if available.
- (3) Proximity of the requested residence to the victim.
- (4) The age of the offense, offender, and victim.
- (5) Recommendation of the probation or parole officer, if one exists.
- (6) Recommendation of the Police Department.
- (7) Recommendation of any treatment practitioner.
- (8) Proposals for safety measures and assurances by the designated offender.
- (9) Conditions to be placed on any exception or variance from the requirements of this Chapter.
- (10) Support systems in place by the designated offender.
- (11) Who the designated offender will be or is living with at the prohibited location.
- (12) Statements of the surrounding community or victim.
- (13) Treatment, sobriety, or rehabilitative measures taken by the designated offender.
- (14) The designated offender's current employment or social activities.
- (15) The designated offender's criminal history.
- (16) Whether the designated offender meets any of the exceptions listed in §167-4.

D. The Board shall issue a decision by a majority vote. The Board may decide to deny an exemption, issue an exemption, or issue a conditional exemption. A written copy of the decision shall be provided to the designated offender. A designated offender must consent to the terms of the conditional exemption for the conditional exemption to be valid, and must demonstrate acceptance of the terms of the conditional exemption by

signing and dating a copy of the Board's decision and conditions. The designated offender must provide a copy of the signed conditional exemption to the City Clerk's Office and the Franklin Police Department. The designated offender will have fourteen (14) days from the date the written conditional exemption is issued to accept and return a signed copy to the appropriate locations or the conditional exemption will be deemed as void and the appeal denied by the Board. A designated offender need not sign an exemption that has been denied by the Board or an exemption approved without any necessary conditions by the Board.

E. A conditional exemption may include, but is not limited to, the following terms:

- (1) Curfew restrictions.
- (2) Cohabitant restrictions or requirements.
- (3) Sobriety restrictions.
- (4) Conduct restrictions.
- (5) Residency restrictions.

F. If an exemption or conditional exemption is granted by the Chief or his/her designee or the Board, that exemption will only apply to the specific designated offender who had applied for the exemption at the requested residence and shall not be transferable to any other designated offender or to any other location.

G. An exemption expires when the designated offender who was granted said exemption changes his/her domicile and/or changes his or her residence, whether within the City or outside the City.

H. An exemption or conditional exemption issued by the Chief or his/her designee or the Board may be revoked by the Chief or his/her designee if the designated offender is found to have violated the conditions or there is probable cause to believe the designated offender has committed (an) additional act(s), which had occurred either before or after the exemption or conditional exemption was issued, that would cause a person to be classified as a designated offender. The Chief or his/her designee shall provide written notice to the designated offender that the exemption or conditional exemption has been revoked. This notice shall be deemed properly delivered if sent by either first class mail to the designated offender's last known address or if delivered in person to the designated offender's last known address. If the designated offender cannot be located, the notice shall be deemed to be properly delivered if a copy is left at the designated offender's address which had been exempted in the presence of some competent member of the family at least fourteen (14) years of age or a competent adult currently residing there. The revocation

of an exemption may be appealed to the Board pursuant to the above procedure.

I. For the purposes of this Chapter, pursuant to Wisconsin Statute § 68.16, the City of Franklin is specifically electing not to be governed by Chapter 68 of the Wisconsin Statutes.

J. If the Board denies the request for exemption or upholds a revocation of exemption or conditional exemption, the designated offender may appeal the decision within thirty (30) days to the Milwaukee County Circuit Court.

~~K. The Sex Offender Residency Appeal Board shall consist of five~~  
~~K. City residents~~three Alderperson members. Members shall be appointed by the Mayor ~~and confirmed by the Common Council~~. Members shall serve in ~~staggered, three~~two year terms, ~~with the initial Board having two members with three year terms; two members with two year terms; and a single member with a one year term which term may expire earlier upon such date as the Alderperson is no longer in office.~~

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§167-11 Exception for placements under Wis. Stat. Chapter 980.

To the extent required by Wis. Stat. § 980.135, and notwithstanding the foregoing provisions of this Chapter, the City of Franklin hereby exempts and may not enforce any portion of this Chapter that restricts or prohibits a sex offender from residing at a certain location or that restricts or prohibits a person from providing housing to a sex offender against an individual who is released under Wis. Stat. § 980.08, or against a person who provides housing to such individual, so long as the individual is subject to supervised release under Wis. Stat. Chapter 980, the individual is residing where he or she is ordered to reside under Wis. Stat. § 980.08, and the individual is in compliance with all court orders issued under Wis. Stat. Chapter 980.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Alderperson \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

# Locations/Facilities and Related Buffer Zone Reference Map

Section 15-3.0702C of the UDO and Chapter 167 of the City of Franklin, WI Municipal Code



Version Edit Date: 8/13/2025



- 1250 Ft Buffer
  - Public School Child Care
  - Private Child Care
  - Trail
- Property Use**
- School
  - Library
  - Private Child Care
  - Park
  - Baseball Field
  - Dance Studio
  - Gym, Fit. Facility or Pool
  - Soccer Field

## 1,250 Foot Buffer Summary

Living Units Within the Buffer - 12,690\*  
Living Units Outside the Buffer - 2,979\*

\* These numbers are approximate





# Locations/Facilities and Related Buffer Zone Reference Map

Section 15-3.0702C of the UDO and Chapter 167 of the City of Franklin, WI Municipal Code



Version Edit Date: 8/13/2025



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  - Park
  - Baseball Field
  - Dance Studio
  - Gym, Fit. Facility or Pool
  - Soccer Field

## 1,000 Foot Buffer Summary

Living Units Within the Buffer - 11,409\*  
Living Units Outside the Buffer - 4,260\*

\* These numbers are approximate



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/19/2025
REPORTS & RECOMMENDATIONS	<i>City of Franklin v. Accurate Appraisal LLC;</i> Milwaukee County Circuit Court Case No. 25-CV-1134. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER  G. 13.

#### COUNCIL ACTION REQUESTED

*City of Franklin v. Accurate Appraisal LLC;* Milwaukee County Circuit Court Case No. 25-CV-1134. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<b>APPROVAL</b>	<b>REVISED REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 08/19/2025</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM 02/NUMBER H.</b>
<p>See attached License Committee Meeting Minutes from the License Committee Meeting of August 19, 2025.</p> <p><b>COUNCIL ACTION REQUESTED</b></p> <p>Approval of the Minutes of the License Committee Meeting of August 19, 2025.</p>		

CITY CLERK'S OFFICE



414-425-7500

**License Committee Agenda\***  
**Franklin City Hall Aldermen's Room**  
**9229 West Loomis Road, Franklin, WI**  
**August 19, 2025 – 6:00 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2025-2026 New</b>	<b>Daniel Buschmann</b> Croatian Park			
<b>Operator 2025-2026 New</b>	<b>Joseph Kelly</b> The Landmark			
<b>Operator 2025-2026 New</b>	<b>Ritika, Kwatra</b> Walgreens #15020			
<b>Operator 2025-2026 New</b>	<b>Samuel Zaniewski</b> Walgreens #15020			
<b>Operator 2025-2026 New</b>	<b>Jessica Zuelzke</b> Root River Center			
<b>Day Care 2025-2026</b>	<b>Cadence Education, LLC</b> DBA Discovery Days of Franklin 9758 S Airways Ct Kristen Allen – On Site Director/Manager			
<b>Day Care 2025-2026</b>	<b>Cadence Education, LLC</b> DBA Kids Connection of Rawson 6350 S 108 <sup>th</sup> St Katherine Kooi – On Site Director/Manager			
<b>Temporary Entertainment &amp; Amusement</b>	<b>Franklin Health Department</b> Person in Charge: Ellen Henry Event: Trunk or Treat Location: Public Library – 9151 W Loomis Rd Event Date: 10/23/25 Time: 3:00 PM to 9:00 PM			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

\*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.

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 8/19/2025</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER I</b>

Attached are vouchers dated August 1, 2025 through August 14, 2025 Nos. 203815 through Nos. 203969 in the amount of \$ 2,039,599.65. Also included in this listing are EFT Nos. 6176 through EFT Nos. 6186, Library vouchers totaling \$ 122.85, Tourism vouchers totaling \$ 500.00 and Water Utility vouchers totaling \$ 922,998.53. Voided checks in the amount of \$ (792.03) are separately listed.

Early release disbursements dated August 1, 2025 through August 13, 2025 in the amount of \$ 1,449,305.96 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 August 8, 2025 is \$ 461,937.12, previously estimated at \$ 471,000. Payroll deductions dated August 8, 2025 are \$ 255,532.18, previously estimated at \$ 259,000.

The estimated payroll for August 22, 2025 is \$ 496,000 with estimated deductions and matching payments of \$ 557,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of August 14, 2025 in the amount of \$ 2,039,599.65
- Payroll dated August 8, 2025 in the amount of \$ 461,937.12 and payments of the various payroll deductions in the amount of \$ 255,532.18 plus City matching payments and
- Estimated payroll dated August 22, 2025 in the amount of \$ 496,000 and payments of the various payroll deductions in the amount of \$ 557,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**