

The YouTube channel "City of Franklin WI" will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.

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

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
TUESDAY DECEMBER 16, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of December 2, 2025.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution Authorizing the City to Execute a Contract for Professional Services with Root-Pike Win for an Information and Education Program for Meeting the 2026-2027 Department of Natural Resources Storm Water Permit Requirements for a Lump Sum Fee of \$11,781.
 - 2. A Resolution to Authorize Acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Dr. Del Carpio Dental Offices-- Dr. Nicole Del Carpio (7181 S 76th St., TKN 755-1001-000).
 - 3. A Resolution to Authorize Professional Services Contract with Hydrocorp, LLC to Perform Cross Connection Inspection Services for a Four-Year Term for a Fee of \$122,643.08.
 - 4. A Resolution to Execute a Three-Year Service Agreement with Primadata, LLC for Printing and Mailing Utility Bills.
 - 5. Authorize Health Department Grant Funding and Agreement with Northwoods Software Development Inc. for ADA Compliance Assessments and Remediations for the City of Franklin Website.
 - 6. A Resolution Authorizing Franklin Director of Health and Human Services to Sign and Execute the Ugland Associates, LLC, Evaluation and Data Collection Contract.
 - 7. An Ordinance to Amend Chapter 183 Article VI Drugs and Drug Paraphernalia, of the Municipal Code of the City of Franklin, Wisconsin, to Renumber §183-23.1 Harmful Substances, to §183-25 Harmful Substances, and to Create §183-24 Hemp-Derived Cannabinoid Regulations.
 - 8. Annual Market Adjustment, Market Adjustment to Wage and Salary Rates, and Progress to Market Wage Adjustment for Non-Represented Employees.

9. An Ordinance to Amend §245-10C. Parking, of the Municipal Code of the City of Franklin, Wisconsin, which Pertains to Forfeitures for Violations of Parking Regulations, to Increase the Forfeitures Therefore.
10. 2026 Property & Casualty Insurance Coverage.
11. A Resolution Authorizing the Director of Administration to Execute a Service Agreement with Geographic Marketing Advantage, LLC to Provide Geographic Information System (GIS) Support and Database Maintenance Services for 2026.
12. 2026 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation.
13. A Resolution to Authorize Certain Officials to Execute an Agreement with Ehlers and Associates, Inc. for Financial Services Related to the Potential Creation of a Tax Incremental District Located on the Corner of S. 76th Street and W. Rawson Ave.
14. Potential Tax Incremental District 10 [creation thereof in process] Development Agreements Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential developments to be named Poth's General, and to effect such development(s), including the terms and provisions of said development agreements. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such developments, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
15. City personnel compensation alignment discussion. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
16. Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Common Council Meeting Agenda

December 16, 2025

Page 3

17. *Franklin Public Schools, et al. v. City of Franklin Common Council, et al.*, Milwaukee County Circuit Court, Case No. 25-CV-8557. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of December 16, 2025.

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

J. Adjournment.

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

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

REMINDERS:

December 24 & 25	City Hall Closed-Christmas	
December 31	City Hall Closed-New Year's Eve	
January 1	City Hall Closed-New Year's Day	
January 6	Common Council	6:30 p.m.
January 8	Plan Commission	6:00 p.m.
January 20	Common Council	6:30 p.m.
January 22	Plan Commission	6:00 p.m.

BLANK PAGE

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 2, 2025
MINUTES

- | | | |
|---|---------|---|
| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on December 2, 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 and Alderman Craig. Alderwoman Day was excused. 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 6:31 p.m. and was closed at 6:31 p.m. |
| DAVID P. LINDNER
PROCLAMATION | B.2. | Mayor Nelson presented a Proclamation in Recognition and Honor of David P. Lindner. |
| ELECTION HERO DAY
PROCLAMATION | B.3. | Alderwoman Eichmann presented a Proclamation in Recognition of Election Hero Day. |
| MINUTES
NOVEMBER 18, 2025 | C. | Alderman Hasan moved to approve the minutes of the Common Council meeting of November 18, 2025, as presented. Seconded by Alderman Salous. All voted Aye; motion carried. |
| MAYORAL
APPOINTMENTS | E. | Alderman Hasan moved to confirm the appointments of Election Inspectors and Alternates as submitted for 2026-2027. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried. |
| CONSENT AGENDA | G.1. | Alderman Craig moved to approve the following consent agenda items: |
| RES. 2025-8405
CLEAR CHANNEL
CONTRACT | G.1.(a) | Adopt Resolution 2025-8405, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN THE 2025 CLEAR CHANNEL OUTDOOR MEDIA CITY OF FRANKLIN HEALTH DEPARTMENT CONTRACT; and |
| | G.1.(b) | Approve the Director of Health and Human Services to accept and execute the updated State of Wisconsin Department of Health Services Local Public Health Department Public Health Infrastructure Grant contract; and |
| | G.1.(c) | Approve the Fire Department entering a two-year agreement with Stryker for preventive maintenance of its five Stryker Cots and three Power Load systems for \$3,092.00 annually; and |
| | G.1.(d) | Approve the Fire Department's purchase of fitness equipment for the city's three fire stations using an accepted Federal Emergency Management Administration (FEMA) Assistance for Firefighters |

(AFG) Grant. This purchase includes weight-lifting equipment from REP Fitness for \$29,950.51 and cardio equipment from Johnson Fitness for \$32,041.00.

Approval of the above consent agenda items was seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- | | | |
|--|------|---|
| FIRE DEPARTMENT
MOLD REMEDIATION
PROJECT UPDATE | G.2. | Alderman Hasan moved to accept the report and place on file. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| RES. NO. 2025-8406
QUARRY MONITORING
SERVICES AGREEMENT
WITH STANTEC | G.3. | Alderwoman Eichmann moved to adopt Resolution No. 2025-8406, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE THE 2026 QUARRY MONITORING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES INC. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. NO. 2025-8407
LAND COMBINATION –
9447 AND 9461 S. 27 TH ST | G.4. | Alderman Hasan moved to adopt Resolution No. 2025-8407, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR 9447 and 9461 S. 27 TH STREET (TKN 879-9997-000 and 879-9999-000), (TBH1/TBH2 PROPERTIES, APPLICANT AND OWNER). Seconded by Alderman Craig. All voted Aye; motion carried. |
| ORD. NO. 2025-2714
AMEND CHAPTER 92 OF
THE MUNICIPAL CODE-
BUILDING PERMIT FEES | G.5. | Alderwoman Eichmann moved to adopt Ordinance No. 2025-2714, AN ORDINANCE TO AMEND CHAPTER 92 OF THE MUNICIPAL CODE FOR BUILDING PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| ORD. NO. 2025-2715
AMEND CHAPTER 190
OF THE MUNICIPAL
CODE-PLUMBING
PERMIT FEES | | Alderman Hasan moved to adopt Ordinance No. 2025-2715, AN ORDINANCE TO AMEND CHAPTER 190 OF THE MUNICIPAL CODE FOR PLUMBING PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES. Seconded by Alderman Craig. All voted Aye; motion carried. |
| ORD NO. 2025-2716
AMEND CHAPTER 118
OF THE MUNICIPAL
CODE-ELECTRICAL
PERMIT FEES | | Alderman Hasan moved to adopt Ordinance No. 2025-2716, AN ORDINANCE TO AMEND CHAPTER 118 OF THE MUNICIPAL CODE FOR ELECTRICAL PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |

- CONTRACT WITH QPS FOR TEMPORARY STAFFING SERVICES G.6. Alderwoman Eichmann moved to authorize the Director of Administration to contract with QPS Employment Group, Inc. for temporary and as-needed extended staffing services to support the Human Resources division following the December 3, 2025, retirement of the Human Resources Manager, with final contract review and technical corrections by the City Attorney, and with engagement to proceed following any modifications the City Attorney deems necessary. Seconded by Alderman Craig. All voted Aye; motion carried.
- RES. NO. 2025-8408 AGRICULTURAL LEASE AGREEMENT G.7. Alderwoman Eichmann moved to adopt Resolution No. 2025-8408, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AGRICULTURAL LEASE AGREEMENT FOR FARMLAND USE UPON CITY PROPERTY BEARING TKN 892-9999-002 (0 S. 112TH STREET) AND 937-9999-004 (0 W. OAKWOOD ROAD) IN FRANKLIN, WISCONSIN, AND A LANDOWNER'S STATEMENT IN RELATION THERETO. Seconded by Alderman Hasan. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan and Alderman Craig voted Aye; Alderman Salous abstained. Motion carried.
- 2026 RESCHEDULED COMMON COUNCIL MEETINGS G.8. Alderman Hasan moved to reschedule the Common Council meeting of February 17, 2026 to February 18, 2026, if needed due to the meeting falling on Election Day of the Spring Primary, and to reschedule the Common Council meeting of April 7, 2026 to April 8, 2026 due to the Spring Election, and to reschedule the Common Council meeting of November 3, 2026 to November 4, 2026 due to the Fall Election. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- CLOSED SESSION STEVE OLSON OPEN RECORDS REQUEST FOR ATTORNEY-CLIENT PRIVILEGED RECORDS G.9. Alderwoman Eichmann moved to enter closed session at 7:27 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider the request for attorney-client privileged records related to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, including, but not limited to preparing development agreements and related regulations and development procedures for properties within the City, and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 7:28 p.m.
Mayor Nelson reconvened at 7:35 p.m.

Upon reentering open session at 7:58 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderman Craig moved to approve the following licenses of the License Committee Meeting of December 2, 2025.

Grant New 2025-26 Operator License to Kylie DeMille & Jasmin Yu;

Hold for Appearance New 2025-26 Operator License to Autumn Cummins; and

Grant Public Grant to: Franklin Police Citizen Academy Alumni Assoc., St. Martin's Fair & K9 Event, St. Martin's Fair Peddler's Permit Temporary Entertainment & Amusement License, St. Martin's Labor Day Fair & City Hall Grounds, 9/6-9/7/26 & 9/19/26; Xaverian Missionaries-Annual Mission Festival, License Fees-Extraordinary Event, Temporary Class B Beer & Wine, Operators Temporary Food, & Sign Permits, Xaverian Missionaries, 4500 W Xavier Dr, 6/27-6/28/26; VFW Post 10394 (Franklin/Hales Corners) St Martin's Fair, License Fees-St Martin's Fair-Temporary Entertainment & Amusement, Temporary Class B Beer, Operators & Peddler's, Post Property, 11310 W Church St, 9/6-9/7/26; Franklin Civic Celebration Committee for Independence Celebration, License Fees – Temporary Entertainment & Amusement, Temporary Class B Beer & Wine, Operator's, Park Permits, Franklin City Hall, Lions Legend Park I & II, 7/2-7/5/26;

Franklin Health Dept-Community Events, Park Permits & Temporary Entertainment, Bike Rodeo-6/6/26, Trunk or Treat-10/22/26, Lions Legend I, Legend Dr, Schlueter Pkwy; Franklin Police Department-National Night Out, Temporary Entertainment & Amusement, Food Licenses, 8/3/26, Franklin Public Library, 9151 W Loomis Rd.

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

VOUCHERS AND
PAYROLL

I. Alderman Hasan moved to approve City vouchers with an ending date of November 27, 2025 in the amount of \$1,237,279.05, and payroll dated November 28, 2025 in the amount of \$457,297.26 and payments of the various payroll deductions in the amount of \$655,207.47 plus City matching payments, and estimated payroll dated December 12, 2025 in the amount of \$499,000 and payments of the various payroll deductions in the amount of \$268,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 8:00 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/16/2025
Reports & Recommendations	A Resolution Authorizing the City to Execute a Contract for Professional Services with Root-Pike Win for an Information and Education Program for Meeting the 2026-2027 Department of Natural Resources Storm Water Permit Requirements for a Lump Sum Fee of \$11,781	ITEM NO. G. I.

BACKGROUND

In April of 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean. The program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code. The permit requires municipalities to implement an information and education program related to water pollution caused by storm water discharges.

Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program. All other communities within the Root Watershed use Root-Pike WIN to comply with the Information and Education Program requirements in the MS4 program.

ANALYSIS

The attached letter and contract would resume the required education services for the 2026-2027 timeframe.

As part of the Franklin MS4 permit, a brief stormwater presentation to the Common Council is required. We have proposed the date of 6/16/26 Common Council meeting for said presentation.

Again, these efforts are a REQUIREMENT of Franklin's stormwater permit. Without participating in a regional effort, Franklin Staff would need to perform these services or find another agency.

OPTIONS

- A. Authorize a contract with Root-Pike WIN for the required communications and outreach;
or
- B. Provide further direction to staff.

FISCAL NOTE

The amount for the next two years will be \$11,781. There is \$12,500 allocated in the recommended 2026 highway budget for this work (01-0331-5436 Stormwater Discharge Permit).

RECOMMENDATIONS

(Option A) Resolution 2025-_____ a resolution authorizing the City to execute a contract for professional services with Root-Pike WIN for an information and education program for meeting the 2026-2027 Department of Natural Resources storm water permit requirements for a lump sum fee of \$11,781.

ENG: MNP

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR AN INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2026-2027 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A LUMP SUM FEE OF \$11,781

WHEREAS, in 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean; and

WHEREAS, the program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code.; and

WHEREAS, Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program; and

WHEREAS, it benefits the City of Franklin in many ways to work with Root-Pike WIN in this program.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Franklin execute a contract for professional services with Root-Pike WIN for information and education program for meeting the 2026-2027 Department of Natural Resources storm water permit requirements for a lump sum fee of \$11,781.

Introduced at a regular order meeting of the Common Council of the City of Franklin this _____ day of _____, 2025 by _____.

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 _____



Restoring, Protecting and Sustaining the Root-Pike Basin

September 13, 2025

Kevin Schlueter
Public Works Superintendent – City of Franklin
7979 W. Ryan Road
Franklin, WI 53132

RE: STORM WATER PERMIT REQUIREMENTS FOR COMMUNICATIONS AND OUTREACH

Dear Kevin,

Root-Pike Watershed Initiative Network is once again pleased to offer our *Respect Our Waters* public outreach services to help the City of Franklin meet your DNR stormwater permit requirements. Through the creation of the *Respect Our Waters* program, we have been educating residents of southeastern Wisconsin about stormwater and water quality for more than a decade. Attached you will find a new contract for 2026 and 2027 to continue our cooperative pursuit of cleaner water, less flooding and a stronger sense of place.

In the following pages, you will find a report on the value Root-Pike WIN has provided, ways we meet the DNR's specific requirements, and a two-year contract and budget. Education and outreach requirements were confirmed with DNR stormwater specialist, Samantha Katt on August 18th, 2025. As an update, the permit will now require one or more measurable goals. Root-Pike WIN will continue to work with the DNR as the permit is finalized to ensure compliance with this new requirement. An additional small update was made under *Scope: Community Outreach Events* to clarify participation in at least the minimum required number of active events annually as stated in your permit (page 6). Should any additional MS4 updates in education and outreach occur during the contract period, program changes will be implemented to meet the revised requirements. Root-Pike WIN is mission-driven, so we not only do this work at not-for-profit rates, but we do it with a passion for clean water. **Should you decide NOT to renew your contract with Root-Pike WIN, your municipality will be responsible for meeting these requirements on your own.**

For more than 25 years, we have been part of this community, and for that we are thankful. No other 501(c)3 is dedicated to restoring, protecting, and sustaining the rivers in SE Wisconsin with DNR/EPA-approved watershed restoration plans. **The deadline for renewal with Root-Pike WIN is December 15, 2025.** We look forward to continuing this valuable relationship with the City of Franklin.

Very Sincerely,

Laura Buska
Respect Our Waters Program Manager / (262) 358-3394



Restoring, Protecting and Sustaining the Root-Pike Basin

HISTORY

Root-Pike WIN founded the *Respect Our Waters* program in 2009 as a way for municipalities to provide stormwater education and outreach to residents, and municipal leaders and staff in an efficient and cost-effective manner. The *Respect Our Waters* program educates residents through informational mailers, social media, emails and events through a collective of municipalities who share the cost of the program. The program is designed to change homeowner habits related to water quality while realizing economies of scale with regard to the development and management of the program. The Southeastern Wisconsin Clean Water Network (SWCWN) works with municipal leaders and staff to implement best practices for improving the quality of stormwater runoff and reducing flooding. Root-Pike WIN also advances projects and programs in our DNR/EPA-approved Nine Key Element watershed restoration plans, by working with SWCWN members. This public-private partnership is a win/win for our watersheds and SWCWN members as projects in these plans measurably reduce flooding, increase water quality, improve native habitats, and create a stronger sense of place in your municipality. Below is a recap of the 2024-25 program:

Respect Our Waters

The *Respect Our Waters* program helps achieve key Education and Public Outreach recommendations in our Watershed Restoration Plans. We connect with the community through mailers, social media posts, online campaigns, articles, radio appearances, website hosting, and event giveaways. We also educate through in-person school and public presentations, volunteer days, workshops, and attendance at community events with interactive displays that share stormwater information in fun and memorable ways.

In 2024, the *Respect Our Waters* program took part in 63 events throughout Southeastern Wisconsin. Collaborations with Root-Pike WIN's *Pollinator Patch Program* brought to life turf-to-native prairie "living classroom" transformations at five parks, two schools, one town hall, and one church in the Root-Pike basin. In all, the ROW program actively reached over 5,505 event attendees, students, and volunteers about stormwater issues and solutions, and offered hundreds of free educational giveaways that promoted best management practices. Passively, a Valpak mailer promoting the onsite use of grass clippings reached 146,843 mailboxes, ~300 letters were mailed to BMP owners inviting them to participate in a stormwater pond webinar, and stormwater pollution posters were displayed in libraries within every municipality for two months. In the digital realm, a new stormwater pond website page was created and the *Watershed Wednesday* social media campaign with collaborator *Sweet Water* continued. By the end of 2024, a total of thirty-five boosted social media posts, twenty articles, eight emails, eight new signs, seven posters, three mailers, three radio broadcasts, and one annual *Water Resources Survey* passively reached over 885,417 people in the Root-Pike basin watersheds about stormwater topics, pollutants, and solutions.

Southeastern Wisconsin Clean Water Network

Part of *Respect Our Waters*, the SWCWN is made up of 19 municipalities plus the University of Wisconsin-Parkside. The goal of this program is to bring stormwater runoff pollution awareness and best management practices to these stormwater permit holders' residents. In 2020, Root-Pike WIN and *WI Salt Wise* began collaborating to provide education and events for members of the SWCWN. Collaborations will continue and promotions of *Smart Salting* training sessions virtually and in-person will be provided to DPWs. Meetings of the SWCWN will occur on a quarterly basis, either in-person or virtually, to discuss solutions to keep our water clean.

General Education and Outreach

Root-Pike WIN is always considering creative, innovative, and engaging ways to connect the public to their watershed. In 2024, Valpak was used to the onsite use of grass clippings to 146,843 homeowners. To target individuals impacting through construction, we boosted a LinkedIn post featuring an educational erosion control flyer to



Restoring, Protecting and Sustaining the Root-Pike Basin

construction firms, reaching 110,058 industry workers. For DPW's, a winter maintenance open house was offered as a refresh in salt equipment calibration techniques that save Municipalities money and protect from the negative impacts of oversalting.

MEETING PERMIT REQUIREMENTS

Root-Pike WIN has been working with municipalities to meet storm water discharge permit requirements with a turnkey communications program funded by a cooperative made up of each municipality and the Department of Natural Resources. The following excerpts that pertain to our services are found in the State of Wisconsin's N.R. 216 storm water discharge permit requirements. Root-Pike WIN confirmed these excerpts and potential updates with the DNR in August 2025. Should MS4 updates occur during the contract period, changes to the program will be implemented to meet the revised requirements:

"NR 216.07 Permit requirements. The department shall issue permits using the information provided by the applicant and other pertinent information when developing permit conditions. Permits shall, at a minimum, require all of the following:

(1) Public education and outreach.

(a) A public education and outreach program to distribute materials to the public or conduct equivalent public outreach to increase awareness of storm water impacts on waters of the state. The program shall at a minimum be designed to achieve all of the following:

- 1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems.*
- 2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices.*
- 3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.*
- 4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway.*
- 5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.*

(b) A program that includes elements to achieve all of the following:

- 1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.*
- 2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention.*
- 3. Promote environmentally sensitive land development designs by developers and designers.*

Note: The public education and outreach program should be tailored, using a mix of locally appropriate strategies to educate the general public and target specific audiences likely to have significant storm water impacts.



Restoring, Protecting and Sustaining the Root-Pike Basin

Contract for Professional Services

Information & Education Program for Meeting the Department of Natural Resources Storm Water Permit Requirements

January 1, 2026 to December 31, 2027

Provided by: Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

PART I: SERVICES

A. PROGRAM Description

1. The service contract is dated January 1, 2026, and is between Root-Pike Watershed Initiative Network, Inc. (hereinafter referred to as the “Contractor”) and the **City of Franklin** (hereinafter referred to as the “Client”). The Contractor will provide services to coordinate and execute a two-year public outreach, education and public participation project for the Client on behalf of Root River, Pike River, Pike Creek, Oak Creek, Wind Point and the Upper Des Plaines watersheds in fulfilling the Information and Education requirements of their State of Wisconsin issued stormwater discharge permits (Wis. Admin. Code, Chapter NR 216). The PROGRAM will continue to be known as *Respect Our Waters* (hereinafter referred to as the “PROGRAM”).
2. The PROGRAM has the following objectives during the term of this contract, per the NR 216 requirements:
 - NR 216.07(1)(b)1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.
 - NR 216.07(1)(a)2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices;
 - NR 216.07(1)(a)3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides;
 - NR 216.07(1)(a)4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway;
 - NR 216.07(1)(a)5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks;
3. The PROGRAM may address the following requirements should the opportunity arise:
 - NR 216.07(1)(a)1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems;
 - NR 216.07(1)(b)2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention;
 - NR 216.07(1)(b)3. Promote environmentally sensitive land development designs by developers and designers.



Restoring, Protecting and Sustaining the Root-Pike Basin

B. Scope

Target Audience: Based on the results from the 2010 and 2016 household surveys administered under this PROGRAM, the Contractor will target the 'homeowner families with children' demographic who live in the geographic area served by the Client and perform their own yard work, wash their cars, and walk their dogs. The Contractor will also target specific sub-watershed units if they are defined in one of our EPA/DNR-approved Nine Key Element Watershed Restoration Plans as a pollutant "hotspot".

Message: The Contractor, and originator of the Respect Our Waters PROGRAM, will continue to utilize creative, innovative, and engaging ways to connect the public to their watershed. Outreach efforts will focus on educating individuals on managing pet waste, yard waste, lawn chemicals, leaky car chemicals, rain barrels, rain gardens, and illicit dumping into storm sewers to keep our waters clean. All other outreach activities, as outlined in the scope of work below, will use similar messaging to meet objectives described in section A.3. of this contract. The Contractor will also use the data, conclusions and recommendations in our three, EPA/DNR-approved Nine Key Element Watershed Restoration Plans for education and outreach to a variety of audiences with targeted messaging.

1. Community Outreach Events

Goal: Participate each year in at least the minimum required number of active events as stated in your permit, to promulgate the *Respect Our Waters* campaign.

Deliverable: The Contractor will participate in at least the minimum required number of active events as stated in your permit within your Municipality over the 2026-2027 contract period for the Respect Our Waters campaign. The Contractor will engage event attendees using a stormwater runoff model demonstration, engaging displays, children's games and activities, and numerous free giveaway publications and other items. The Contractor will provide all the necessary components to complete this part of the program by coordinating and staffing the events, supplying the materials and equipment already in the Contractors possession. This also covers travel costs and insurance. The events satisfy:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

2. Storm Water “Hot Spots” Targeting

Goal: Reduce pollution numbers for total suspended solids, chlorides phosphorus, *E. coli* and nitrogen via targeted outreach to residents in a specific Nine Element Plan-identified pollutant hotspot area in each member municipality. Reduce pollution numbers for phosphorus, *E. coli* and nitrogen.

Deliverable: The Contractor will raise awareness of hotspot issues and provide solutions to residents using targeted outreach in the form of mailings and in-person contact. The Contractor will use the EPA/DNR-approved Nine Key Element Watershed Restoration Plans as the default guide for outreach and solutions. The Contractor will adapt the messaging as necessary where a Nine Key Element plan does not exist or cover a specific runoff pollutant issue. The Contractor will work to bring awareness and action to issue and may work with The Client and/or landowner to resolve the issue as part of physical project under a separate contract/project. This outreach satisfies:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

3. Public Awareness Communications

Goal: Promote solutions that address the critical watershed issues in local print and online publications.

Deliverable: The Contractor will create story pitches regarding the PROGRAM that get published in print and online to audiences using more targeted local media (newspapers, community magazines, and municipal sites, etc.). This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

4. Social Media Communications

Goal: Bring awareness to urban watershed issues and solutions for homeowners through ongoing mass communications.

Deliverable: The Contractor will develop content, create website updates and implement social media posts. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

5. Construction Site Erosion Prevention

Goal: Communicate the importance of erosion control practices to local construction companies by working with field staff and leadership.

Deliverable: The contractor will identify and communicate with construction leaders about the importance of erosion control during rain events. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction sites



Restoring, Protecting and Sustaining the Root-Pike Basin

C. PROGRAM Budget *

	Franklin
INCOME	
2024-25 Local Share	\$ 11,781
2026-27 Budget	\$ 11,781
ACTIVITIES	
1) Outreach Events (Public & SWCWN)	\$ 3,534
2) Target Nine Element Plan Hotspot	\$ 3,534
3) News Story Pitches	\$ 1,178
4) Outreach Media	\$ 1,178
5) Construction Communications	\$ 1,178
Subtotal Program Costs	\$ 10,603
Fiscal Agent Fees	\$ 1,178
Total Expenses	\$ 11,781

*The scope and activities of the *Respect Our Waters* program may change depending on conditions (such as COVID and/or inflation), needs and opportunities, but the overall cost of the program will not.



Restoring, Protecting and Sustaining the Root-Pike Basin

D. Assumptions & Conditions

This agreement is subject to the following terms & conditions:

1. The Client agrees to make an annual payment to the Contractor to fund the PROGRAM in the dollar amount described in the Proposal and this Contract and agree to make payments no later than February 1, 2026 and February 1, 2027 unless other arrangements are made with the Client.
2. The Contractor agrees to be the fiscal agent for the duration (two years) of the PROGRAM, commencing January 1, 2026 and ending December 31, 2027 and will receive financial remuneration (built into PROGRAM budget) for its services to cover costs incurred for program management, accounting, operations, insurance and legal needs.
3. The Contractor will complete the tasks listed in the Scope between January 1, 2026 and December 31, 2027.
4. The Contractor will submit an annual report to the Client on or before January 31, 2027 and January 31, 2028.
5. Should the DNR change the education and outreach requirements of your storm water discharge permit before the term of this contract expires, The Contractor will adjust the scope, schedule and costs to meet the new requirements, and provide The Client a revised contract for approval of the new PROGRAM.

E. Team

The Contractor will provide the following personnel to provide services to the Client. If any of these persons become unavailable, the Contractor will notify and secure approval from the Client prior to replacement of such persons. Any person replacing team members shall have similar or superior qualifications. The following personnel will provide services for this PROGRAM:

- Laura Buska, Program Manager, Root-Pike Watershed Initiative Network (Primary Contact)
- Kristi Heuser, SWCWN Coordinator, Root-Pike Watershed Initiative Network
- Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network
- Amy Kolb, Accounting, Root-Pike Watershed Initiative Network

F. Decisions

The Contractor will follow the approved budget and scope of services with input from the Client to implement the PROGRAM. Most content can be developed and implemented by the Contractor, but final content and reach decisions will be made by the Client should a dispute arise.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART II: COMPENSATION

A. Compensation

Compensation to the Contractor for services rendered January 1, 2026 through December 31, 2027 (two years) by employees working on the PROGRAM in accordance with PART I, services of the Agreement will be for a not-to-exceed fee of \$11,781 to implement the PROGRAM over the two-year term of the contract. This fee includes salary and reimbursable items including mileage, copies, printing, postage, materials, subcontractors, promotional items and other reimbursable expenses in the PROGRAM budget directly related to the implementation of the PROGRAM, as well as financial remuneration for the Client.

B. Billing and Payment

1. The Contractor will provide a yearly accounting report of all PROGRAM expenses during the term of the contract from January 1, 2026 to December 31, 2027. The Contractor can provide standard reports from QuickBooks as needed by the Client.
2. The Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART III: CONTRACTOR STANDARD TERMS AND CONDITIONS

STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code. The Contractor, upon notice from the Client, will re-perform any non-conforming services without additional compensation. If deficiencies are not corrected in a timely manner, the Client may cause the same to be corrected and deduct costs incurred by reason of such deficiency from the Contractor's compensation.

CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on the facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Contractor and the Client. The Contractor will promptly notify the Client if any perceived changes of scope in writing and the parties shall negotiate modifications to the Agreement with input from the Wisconsin Department of Natural Resources. No payment for services beyond those described in the original scope will be authorized without a written modification to this Agreement.

DELAYS. If events beyond the control of the Contractor, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement. If the Contractor fails to correct or cause to be corrected such failure to perform within ten (10) days of written notice by the Client, the Contractor shall be deemed to be in default of this Agreement. The Contractor will return all unused and uncommitted funds within 30 days.

REUSE OF INSTRUMENTS OF SERVICE. All reports, publications, artwork, electronic files, and other documents prepared by the Contractor as instruments of service shall remain the property of the Contractor. The Contractor shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by the Contractor for the intended purposes, shall be at the Contractor's sole risk.

VENDOR COSTS. Any opinion of vendor costs prepared by the Contractor is supplied for the general guidance only. Since the Contractor has no control over bidding or market conditions, the Contractor cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the Contractor or its clients.



Restoring, Protecting and Sustaining the Root-Pike Basin

SAFETY. The Contractor shall establish and maintain PROGRAMs and procedures for the safety of its employees. The Contractor specifically disclaims an authority or responsibility for general job safety and safety of persons other than the Contractor's employees.

MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by written instrument signed by both parties.

INSURANCE. The Contractor shall maintain insurance coverage as described herein:

Comprehensive General Liability	\$1,000,000	occurrence
Automobile Liability	\$1,000,000	occurrence
Worker's Compensation/Employers Liability	Statutory	

INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Client harmless from and against any and all claims of any party or parties that make a demand, bring a claim, or institute a legal action allegedly arising out of the Agreement and/or the PROGRAM and the Contractor further agrees to indemnify and hold the Client harmless for any loss, liability, and damages sustained by the Contractor, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property. This provision extends to all attorney's fees, costs, interest and resulting settlement amounts and/or judgments.

ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of the Agreement or operate as a waiver of any future default, whether like or different in character.

SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

INDEPENDENT CONTRACTOR STATUS. The Contractor has "Independent Contractor Status" and will maintain complete control of and responsibility for its employees, agents, methods, and operations.



Restoring, Protecting and Sustaining the Root-Pike Basin

DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Contractor and the Client agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if such negotiations fail, either party may pursue an action in the circuit courts of the State of Wisconsin.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART IV: AGREEMENT

This Agreement is by and between the Contractor:

Root-Pike Watershed Initiative Network
4116 12th St.
Kenosha, WI 53144
262-883-4018 / dave@rootpikewin.org

and

The Client
City of Franklin

Who agree as follows:

Root-Pike Watershed Initiative Network hereby agrees to perform the services set forth in Part I/Services for the compensation set forth in Part II/compensation. Root-Pike Watershed Initiative Network shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the **City of Franklin**. The **City of Franklin** and the Root-Pike Watershed Initiative Network agree that this signature page, together with Parts I-III, constitute the entire Agreement between them relating to the PROGRAM.

Approved for
Root-Pike Watershed Initiative Network

Signature: 

Name: Michael A. Luba

Title: Root-Pike WIN Board President

Date: 9/5/2025

Approved for
City of Franklin

Dated: _____

John R. Nelson, Mayor

Dated: _____

Shirley Roberts, City Clerk

Dated: _____

Danielle Brown, Director of Finance & Treasurer

APPROVED AS TO FORM:

Dated: _____

Jesse A. Wesolowski, City Attorney

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/16/2025
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM DR. DEL CARPIO DENTAL OFFICES – DR. NICOLE DEL CARPIO (7181 S 76TH ST., TKN 755 1001 000)	ITEM NO. G. 2.

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in each entity's rules and regulations. These facilities as designed may be for water quantity and/or quality control. In the City of Franklin developers/residents typically use wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As an MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the Municipal Code is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The enclosed agreements include the property of Dr. Del Carpio Dental Offices at S. 76th St.

ANALYSIS

The WDNR offers standard Operation and Maintenance templates for a multitude of BMPs, and most engineers use those to develop site-specific Maintenance Agreements. The attached Agreements were prepared by the owner and their engineers and revised as necessary.

OPTIONS

Approve or Deny the Storm Water Facilities Maintenance Agreement and Storm Water Access Easement.

FISCAL IMPACT

All costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement.

RECOMMENDATION

Resolution 2025-____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Dr. Del Carpio Dental Offices – Dr. Nicole Del Carpio (7181 S. 76th St. TKN 755 1001 000).

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 -

RESOLUTION TO AUTHORIZE ACCEPTANCE OF
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER
ACCESS EASEMENT FROM
DR. DEL CARPIO DENTAL OFFICES – DR. NICOLE DEL CARPIO
(7181 S 76TH ST., TKN 755 1001 000)

WHEREAS, storm water facilities are required to meet water quantity and quality standards; and

WHEREAS, a Maintenance Agreement and Access Easement are required to be developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, all costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement; and

WHEREAS, property owner has executed and submitted to the City of Franklin Storm Water Facilities Maintenance Agreement and Storm Water Access Easement

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities Maintenance Agreement and Storm Water Access Easement, and, therefore, the Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Storm Water Facilities Maintenance Agreement and Storm Water Access Easement with the Register of Deeds for Milwaukee County.

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 J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM WATER MANAGEMENT ACCESS EASEMENT

Dr. Del Carpio Dental Offices
7181 South 76th Street Franklin, WI
Tax Key No. 7551001000

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City" or "Grantee" (including successors and assigns of the City as may become applicable), and NICOLE DEL CARPIO PROPERTIES LLC, as owner, hereinafter called "Grantor," (including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable) (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast ¼ of the Northwest ¼ of Section Nine (9), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Grantor, at the sole cost and expense of the Grantor.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Grantor, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Grantor to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantee shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantee, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantee or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantee clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantee for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Grantee at all times, and as the Facilities are only Green Infrastructure, upon notice which is practical under the then circumstances. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantee and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantee and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantee and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

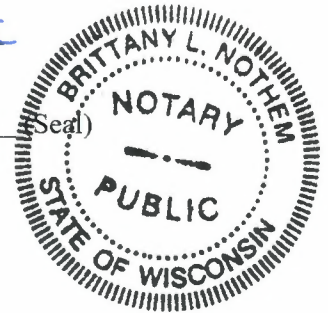
[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF: November 13, 2025

Nicole Del Carpio Properties, LLC
as GRANTOR:

By: [Signature], member
Owner/Title



STATE OF Wisconsin

COUNTY OF Washington ^{ss}

Before me personally appeared on the 13th day of November, A.D. 2025.

Nicole Del Carpio, D.D.S.

President or Name printed

Secretary or Name printed

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said person(s).

[Signature: Brittany L. Nothem]
Notary Public
(
My commission expires 06/05/2026

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

^{ss}
COUNTY OF MILWAUKEE)

On this _____ day of _____ A.D. 20____ before me personally appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 20____.

Notary Public, Milwaukee County, Wisconsin
()
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, Jen Frank a national banking association ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on Dec 9th, 2025, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

a National Banking Association

By: Jen Frank

Name: [Signature]

Title: VP Business Development

STATE OF WISCONSIN)

SS
COUNTY OF ~~MILWAUKEE~~ Waukesha

On this, the 9 day of December, 2025, before me, the undersigned, personally appeared Jennifer Frank, the representative of Huntington, a national banking association, and acknowledged that (s)he executed the foregoing instrument on behalf of said association, by its authority and for the purposes therein contained.

Name: Sarah Radeztsky

Notary Public [Signature]

State of Wisconsin

County of Waukesha

My commission expires: 05/07/2029

SARAH RADEZTSKY
Notary Public
State of Wisconsin

This instrument was drafted by the City of Franklin.

Approved as to contents

City Engineer
Date: _____

Approved as to form only

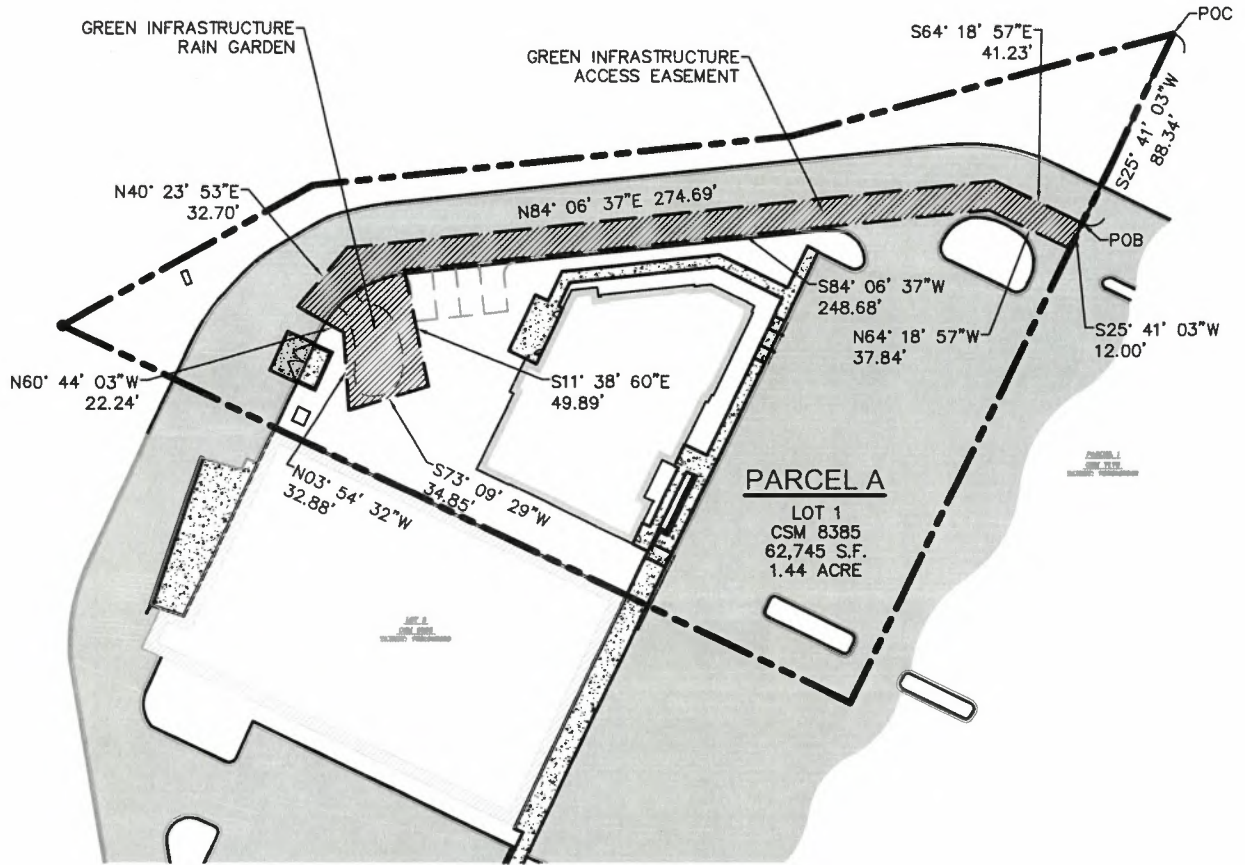
City Attorney
Date: _____

Exhibit A

(Description of the Property)

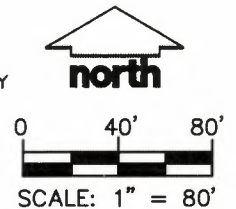
LOT 1, CERTIFIED SURVEY MAP NO. 8385, RECORDED AT THE MILWAUKEE
COUNTY REGISTER OF DEEDS ON REEL 7703 AS DOCUMENT NUMBER 10033590,
CITY OF FRANKLIN, MILWAUKEE COUNTY WISCONSIN.

EXHIBIT B
DEPICTION OF THE FACILITIES



NOTES

1. FIELD WORK PERFORMED ON AUGUST 4, 2025.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM (WISCRS), MILWAUKEE COUNTY THE NORTH LINE OF THE NORTHEAST 1/4 SEC. 09-05-21, RECORDED AS N89°50'43"W.



PROJECT:
**DR. DEL CARPIO
DENTAL OFFICES**

7181 SOUTH 76TH ST. FRANKLIN, WI

SHEET TITLE:
**SWM ACCESS
EASEMENT EXHIBIT**

PROJECT NUMBER:
24-14984

DRAWN BY:
AMH

DATE:
11/05/2025

SHEET NUMBER:
EX-B

Exhibit C

(Description of Easement Area)

Commencing at the Northeast corner of Lot 1 of CSM 8385;
Thence bearing S 25°41'03" W a distance of 88.34 feet
to the point of the area to be described;

Thence bearing S 25°41'03" W a distance of 12.00 feet ;
Thence bearing N 64°18'57" W a distance of 37.84 feet ;
Thence bearing S 84°06'37" W a distance of 248.68 feet ;
Thence bearing S 11°38'60" E a distance of 49.89 feet ;
Thence bearing S 73°09'29" W a distance of 34.85 feet ;
Thence bearing N 03°54'32" W a distance of 32.88 feet ;
Thence bearing N 60°44'03" W a distance of 22.24 feet ;
Thence bearing N 40°23'53" E a distance of 32.70 feet ;
Thence bearing 84°06'37" E a distance of 274.69 feet ;
Thence bearing S 64°18'57" E a distance of 41.23 feet to the point of beginning.

Easement contains 5,718 s.f. of area.

STORM WATER FACILITIES MAINTENANCE AGREEMENT

Dr. Del Carpio Dental Offices
7181 South 76th Street Franklin, WI
Tax Key No. 7551001000

This AGREEMENT, made and entered into this 13th day of November 2025, by and between, Dr. Nicole Del Carpio hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

LOT 1, CERTIFIED SURVEY MAP NO. 8385, RECORDED AT THE MILWAUKEE COUNTY REGISTER OF DEEDS ON REEL 7703 AS DOCUMENT NUMBER 10033590, CITY OF FRANKLIN, MILWAUKEE COUNTY WISCONSIN.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as Dr. Del Carpio Dental Offices hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin and in Chapter 13 Surface and Stormwater Rules of the Milwaukee Metropolitan Sewage District (MMSD) be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the green infrastructure plan approved on NOVEMBER 12th 2025 by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular

inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, and as the Facilities are only Green Infrastructure, upon notice which is practical under the then circumstances. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for

labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

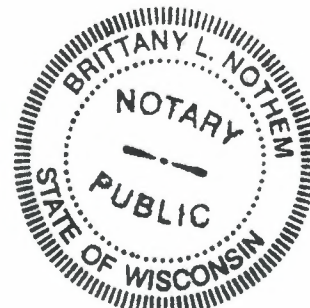
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

Nicole Del Carpio Properties, LLC
as Owner

By: [Signature]
Name: Nicole Del Carpio Tengan
Title: member



STATE OF WISCONSIN)ss.
Washington COUNTY)

Personally came before me this 13th day of November, 20 25, the above named Nicole Del Carpio, D.D.S., Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

[Signature]
Notary Public, Washington County, WI
()
My commission expires: 06/06/2026

CITY OF FRANKLIN

By: _____ (Seal)
Name: John R. Nelson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Shirley J. Roberts
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named John R. Nelson, Mayor and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
()
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved: _____
Jesse A. Wesolowski, City Attorney

EXHIBIT A

OPERATION AND MAINTENANCE INSPECTION REPORT STORMWATER MANAGEMENT PONDS City of Franklin

Name of Development Dr. Del Carpio Dental Offices

Responsible Party Name _____

Telephone No. _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address 7181 South 76th Street Section No. NE ¼ of NW ¼ S9-T5N-R21E

Normal Pool ☐ Yes ☐ No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

RAIN GARDEN INSPECTION AND MAINTENANCE

This section provides guidance on maintenance activities that are typically required for these systems, along with suggested frequency for each activity. Individual systems may have more- or less- frequent maintenance needs depending on a variety of factors including the occurrence of large storm events, regional hydrologic conditions, and the upstream land use. Site-specific maintenance plans should always be consulted, as the successful functionality of the rain garden may have specific maintenance requirements that were considered during design.

Timing of Inspections: Regular inspection and maintenance, beginning after snow melt, is critical to the effective operation of rain gardens to insure they remain clear of leaves and debris, support healthy vegetation, and are free draining. In addition, because erosion and inflows from large storm events can damage vegetation, cause erosion and ponding, and clog downspouts, rain gardens should be inspected after any rain event of 2 inches in 24 hours or more. Inspection during the time of weed growth is also especially critical, as it is usually the top maintenance activity associated with these systems. For the Milwaukee area, this will begin in late May / early June.

Inspection Focus: Inspections should focus on the growth and condition of vegetation, including any weeds or invasives; soil conditions (especially sediment build-up or clogging); and stormwater flow paths and erosion. Maintenance of any items identified in the inspections should be completed within 7 days of the inspection.

Initial Site Inspection: A site inspection should be performed after snow melt (mid-April) to identify any items that would not be covered in the expected annual maintenance visits. This would include:

- Identifying any bare areas in the rain gardens
- Identifying any low or eroded areas in the engineered soil
- Identifying any structural component issues

Manual Weed Control: Depending on establishment and condition of planting bed, as many as 12 weeding visits could occur during the typical six month growing season of mid-April through mid-October. The weeds are growing most aggressively from early May through mid-July (before native warm season grasses have filled out). During this period, weeding may need to be weekly. Ornamental landscapes will typically require more visits than naturalized ones, but to begin with, naturalized landscapes will require more visits. As naturalized landscapes are established, the frequency of manual weed control will taper off.

Task	Description	Maintenance Indicator	Minimum Frequency
Structural Components			
Structural Clearing & Maintenance	Clear trash, debris, sediments, etc. from conveyance structures or gutters draining to the rain garden.	Clogged downspouts, gutters, pipes, or structures.	Biannually
Vegetation Components			
Invasive Species Control	Control invasive species impacting desired plant species in rain garden. Refer to Appendix of Top 10 Invasive Species for list of the most common invasive species found in GI strategies in Southeastern WI.	Invasive plants are present in rain garden.	Biannually
Manual Weed Control	Remove weeds by hand weeding.	If weeds are present in rain garden.	Monthly (spring through fall – more frequently May through July)
Mowing	Mow plants if height of vegetation exceeds recommended heights. Mow perimeter edge of naturalized GI within vegetated grassy areas.	If height of vegetation exceeds recommended heights.	Annually
Pest Management*	Inspect plants for signs of disease or predation.	Presence of pests or diseased plants.	Biannually
Plant Replacement	Remove and replace dead plants.	If at least 10% of the plants have died.	As needed

Task	Description	Maintenance Indicator	Minimum Frequency
Pruning	Remove damaged, diseased or dead branches or woody plants, small trees, or shrubs	If damaged, diseased, or dead branches are present,	Annually
Vegetation Maintenance	Trimming and/or transplanting annual herbaceous vegetation.	Presence of decayed material.	Annually
Watering	Water plants as necessary to ensure survival during extended dry periods.	Yellow or brown tips or leaves, dying plants, or wilted/dehydrated leaves or stalks. Note, yellow leaves can also be an indicator that plants are receiving too much water.	As needed, depending on weather
Woody Vegetation Removal	Remove woody vegetation or saplings.	If unplanned woody vegetation or saplings are present in rain garden.	Annually
Growing Medium/Planting Bed Components			
Erosion Repair	Stabilize any disturbed areas with live plantings or seed and biodegradable erosion matting.	If minor (<20 sf), nonrecurring erosion is present within the rain garden, or if erosion is deeper than 2 inches.	As needed
Mulch Amendment/Replacement	Amend (i.e. rake, aerate, and add material), or replace mulch in rain garden.	If visible mulch is observed to have bare spots, depth is less than 2 inches or appears compacted or disarrayed in or around the rain garden.	Annually or as needed
Organic Debris Removal	Remove excess organic debris (e.g., leaves, plant decay, etc.) from rain garden surfaces.	If present in rain garden.	Biannually
Sediment Removal	Remove sediment from rain garden basin and surrounding areas, including gutters and sidewalks.	If sediment is present or visible in or around the rain garden, and if sediment is more than 1 inch.	Biannually or as needed
Settling Repair	Repair rain garden areas that have settled.	Area is observed to be lower than surrounding areas of designed elevation of the rain garden.	As needed

Task	Description	Maintenance Indicator	Minimum Frequency
Surface Media Renovation	Remove top inches of filter media and cultivating the surface.	Rain garden area is clogged or not draining properly within 48 hours of a rainfall.	As needed
Trash Removal	Remove trash from rain garden planting beds and surrounding areas. Report any evidence of dumping.	If present in or around the rain garden.	Monthly (spring through fall)
* Integrated Pest Management (IPM) routines are encouraged. This involves inspecting the plants for signs of disease or predation. The IPM approach encourages non-chemical methods for treated diseases or pests as a first resort.			

RAIN GARDEN EXPECTED ANNUAL MAINTENANCE

It is recommended to complete a minimum of twelve (12) inspections of the rain garden for maintenance. The timing and the tasks related to each of these site visits is detailed in the below table.

Task	Spring	Summer	Fall	Winter	After 2-inch Rainfall ¹
Site Inspection	1 ²				2
Mowing			1 ³		
Manual Weed Control	3	3	3		
Pest Management		1	1		
Invasive Species Control		1	1		
Vegetation Maintenance	1				
Trash Removal	2	2	2		2
Organic Debris Removal	1		1		2
Pruning			2		
Structural Clearing & Maintenance	1				2
Woody Vegetation Removal			1		
Sediment Removal	1		1		2
Mulch Amendment/Replacement	1				2
Total Minimum Annual Expected Maintenance	4	3	3		2

¹ A summary of rainfall data at General Mitchell Airport revealed that there has been at least one 2-inch rainfall from 2014-2019. This table assumes two 2-inch, 24-hour rainfalls per year for planning purposes.

² Initial site inspection shall be completed mid-April after snowmelt. The site inspection should be the focus and other maintenance tasks **should not be considered** at this time. Site inspections conducted after 2-inch rainfalls can be combined with other maintenance tasks as needed.

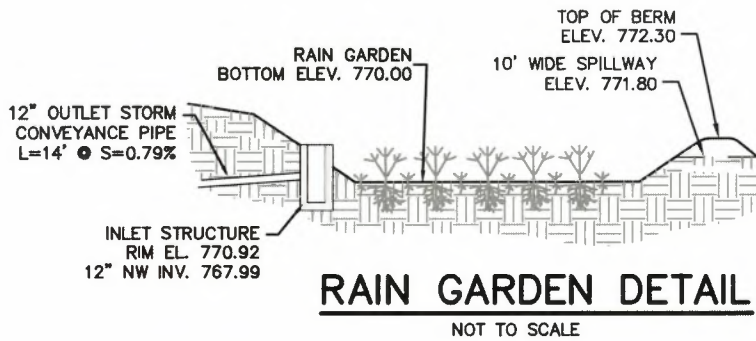
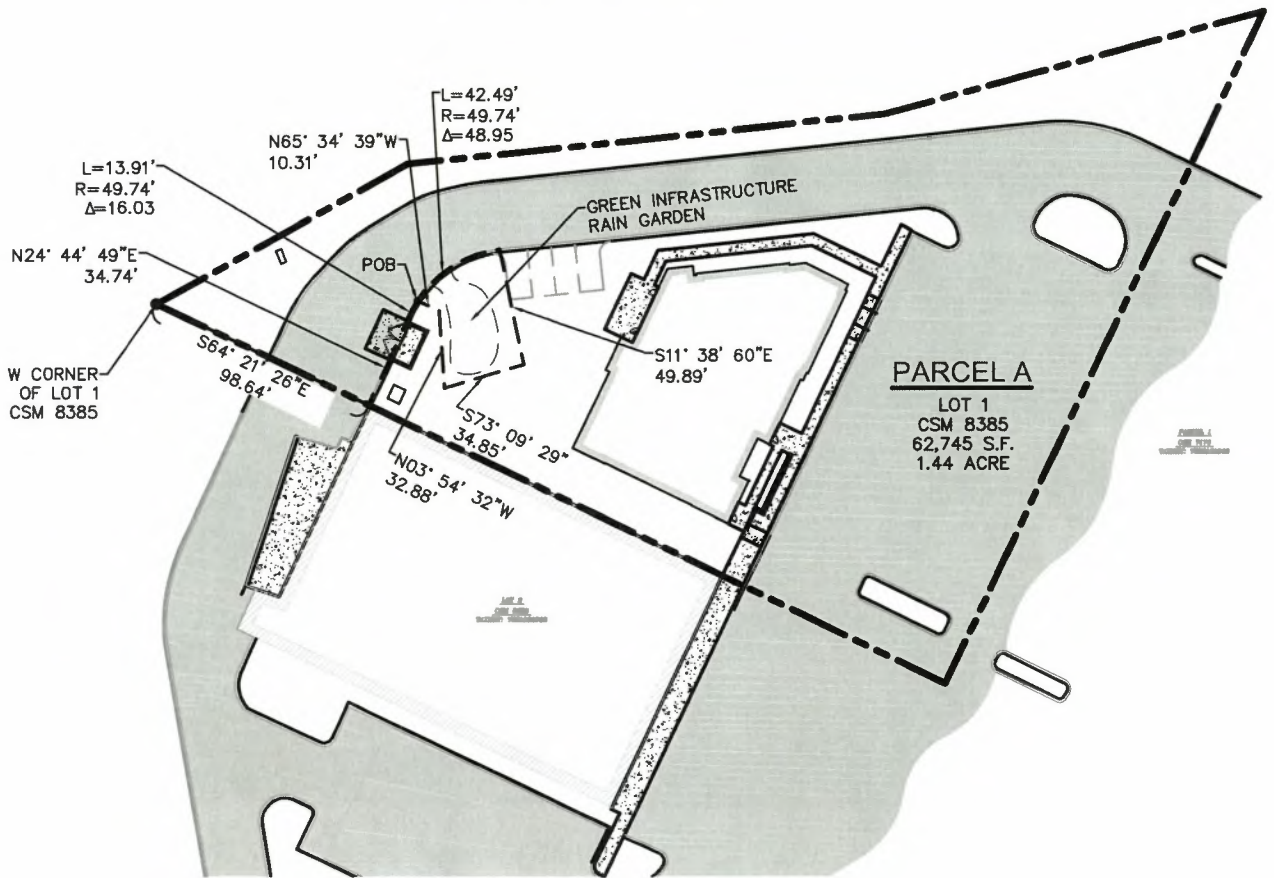
³ Mowing frequency is based on an established, native landscape. Mowing may take place in late-fall or early-spring depending on plant species.

If the native landscaping is recently established, the mowing is usually conducted in decreasing frequencies from the date of planting. Often five mowings the first full growing season, four the second, three the third, and so on. This allows the native seed to germinated and prevent annual weeds from flowering and setting seed.

If ornamental grasses are used, they are not mown, but usually trimmed back in early spring of each year.

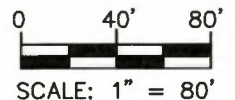
EXHIBIT B

DEPICTION OF THE FACILITIES



NOTES

1. FIELD WORK PERFORMED ON AUGUST 4, 2025.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM (WisCRS), MILWAUKEE COUNTY THE NORTH LINE OF THE NORTHEAST 1/4 SEC. 09-05-21, RECORDED AS N89°50'43"W.



MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

PROJECT:
**DR. DEL CARPIO
DENTAL OFFICES**

7181 SOUTH 76TH ST. FRANKLIN, WI

SHEET TITLE:
**SWM DEPECTION
& DESCRIPTION**

PROJECT NUMBER:
24-14984

DRAWN BY:
AMH

DATE:
11/04/2025

SHEET NUMBER:

EX-B

EXHIBIT C
LEGAL DESCRIPTION OF AREA

Commencing at the W Corner of Lot 1 of CSM 8385;
Thence bearing S 64°21'26" E a distance of 98.64 feet ;
Thence bearing N 24°44'49" E a distance of 34.74 feet ;
Thence along a curve to the RIGHT, having a radius of 49.74, a delta angle of 15°59'30", and
whose long chord bears N 25°25'40" W a distance of 13.85 feet
to the point of the area to be described;

Thence along a curve to the RIGHT, have a radius of 49.74, a delta angle of 48°56'48", and
whose long chord bears N 57°53'49" E a distance of 41.21 feet ;
Thence bearing S 11°38'60" E a distance of 49.89 feet ;
Thence bearing S 73°09'29" E a distance of 34.85 feet ;
Thence bearing N 03°54'32" W a distance of 32.88 feet ;
Thence bearing N 65°34'39" W a distance of 10.31 feet to the point of beginning.

Said described area contains 1,615 s.f.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH HYDROCORP LLC. TO PERFORM CROSS CONNECTION INSPECTION SERVICES FOR A FOUR-YEAR TERM FOR A FEE OF \$122,643.08	ITEM NUMBER G. 3.

BACKGROUND

HydroCorp has been performing and maintaining our Cross Connection Control Program for the last ten years in accordance with NR 810.15. HydroCorp schedules, inspects, and provides the utility with all reports needed for our yearly WIDNR requirements. This is an essential program to stay in compliance, and guard against containments from entering the drinking water supply.

STAFF RECOMMENDATION

Approval of a four-year inspection agreement with HydroCorp LLC.

FISCAL NOTE

These services are accounted for in the maintenance of supplies and service GL-65.0754.5375 in the water utility budget.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025-_____, a Resolution to Authorize Professional Services Contract with Hydrocorp LLC. to Perform Cross Connection Inspection Services for a Four-Year Term for a Fee of \$122,643.08.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH
HYDROCORP LLC. TO PERFORM CROSS CONNECTION INSPECTION
SERVICES FOR A FOUR-YEAR TERM FOR A FEE OF \$122,643.08

WHEREAS, The City would like to enter into this agreement with Hydrocorp LLC for a four-year term starting 01/01/2026; and

WHEREAS, The City will receive all inspection reports to stay in compliance with NR 810.15; and

WHEREAS, HydroCorp, LLC. has provided an agreement for inspection services to conduct Cross Connection inspections for the City for a fee of \$122,643.08 paid monthly; and

NOW, THEREFORE BE IT RESOLVED that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Agreement with HydroCorp LLC. to conduct cross inspection services for the years of 2026, 2027, 2028, and 2029, 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 _____



RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Glen Beardsley
City of Franklin, WI

5550 West Airways Avenue
Franklin, WI, 53132

11/25/2025

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com

SCOPE OF WORK 3-4

PROFESSIONAL SERVICE AGREEMENT. 5-9

APPENDIX - QUALIFICATIONS.....10

Statement of Work

HydroCorp™ ("Company") will provide the following services to the City of Franklin, WI ("Client"). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Franklin, WI with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Franklin, WI and HydroCorp, you may expect completion of the following elements within a 48 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1, 2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Wisconsin Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations
- (e) Provide data management and program notices for all inspection and testing (If applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during Initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City of Franklin, WI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 784.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional inspections above the contract terms will be billed separately at a rate of \$156.43. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater. Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$2,558.39	\$28,862.96
Year 2	\$2,660.73	\$30,093.84
Year 3	\$2,767.15	\$31,218.88
Year 4	\$2,877.84	\$32,467.40
Contract Total		\$122,643.08

Contract Amount is based upon a 48 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 1/1/2026.

City of Franklin, WI

HydroCorp

By: Glen Beardsley

Title:

By: Paul M. Patterson

Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these "Terms") are the only terms which govern the provision of the professional services ("Services") by HydroCorp, LLC, a Michigan limited liability company ("Company") to the customer named on the attached statement of work, order form, proposal, or purchase order ("Client", and together with Company the "Parties" and each individually a "Party"). The attached statement of work, order form, proposal, or purchase order (the "Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client's acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contract Manager"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company's provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company's provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "Company Representatives") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "Deliverables" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "Intellectual Property Rights" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights. In each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "Client Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "Software") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of Inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such Information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "Representatives" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of Insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

BLANK PAGE

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE December 16, 2025
REPORTS & RECOMMENDATIONS	A Resolution to Execute a Three-Year Service Agreement with Primadata, LLC for Printing and Mailing Utility Bills	ITEM NUMBER G.4.

Background

In 2023, the City of Franklin chose the team of Primadata, LLC and Bayside Printing, LLC to print and mail the quarterly bills for the Franklin Water and Sewer Utilities. Staff has had no issues on the performance on these contracts. A new agreement has been prepared for the next three years with a one-year extension.

There are approximately 11,000 customers who receive these bills.

Bayside Printing has been doing sales for Primadata, but Primadata is moving in another direction and will not be partnering with Bayside any longer.

Analysis

When compared to the 2023 agreement, here are the notable changes.

1. The cost to print the statement has decreased from \$0.14 to \$0.112 per page.
2. Inserting a page has decreased from \$0.03 to \$0.018 per page.

This option has produced some cost savings for the City.

The agreement is for three years (2026, 2027, and 2028) with an automatic one-year renewal option for 2029. Written notification will need to be provided if service in 2029 is not desired. There also are terms that allow the agreement to be terminated at any time.

The City's boilerplate contract has been sent to Primadata, LLC for completion, but their draft agreement is attached.

Options

1. Authorize Primadata, LLC to continue doing the printing and mailing work for the next three years, or
2. Other direction to staff.

Fiscal Impact

In 2025, \$18,987.10 was spent on utility bill printing. The Sewer and Water Utilities share the cost of this expense and the split is calculated on the number of customers for the respective utilities. 56% is charged to Sanitary Sewer Printing Account 61.0731.5313 and 44% is charged to Water Utility Outside Services Account 65.0758.5219.

Postage is at-cost and subject to increase when USPS postal rates increase.

The 2026 budget anticipates enough funding to support this contract and costs savings.

COUNCIL ACTION REQUESTED

(Option 1) Motion to adopt Resolution No. 2025-_____, a Resolution to Execute a Three-Year Service Agreement with Primadata, LLC for Printing and Mailing Utility Bills.

Water/Sewer Dept – GB/ Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025- _____

A RESOLUTION TO EXECUTE A THREE-YEAR SERVICE AGREEMENT WITH
PRIMADATA, LLC FOR PRINTING AND MAILING UTILITY BILLS

WHEREAS, the Franklin Sewer and Water Utilities have a need for services to print and mail utility bills; and

WHEREAS, Primadata, LLC was awarded a contract in 2025 to perform such services and have performed their services with great satisfaction for the years 2026, 2027, and 2028; and

WHEREAS, the decrease in costs is incrementally small and justifiable considering the costs of goods and services.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin that a three-year service agreement with Primadata, LLC be awarded for services in the years of 2026, 2027, and 2028 with a renewal option for 2029.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____, 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 J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

3 Year Service Agreement Primadata/City of Franklin

Date: 04/01/2026

Project Name: **Utility Bills**

Primadata, LLC ("Service Provider") will supply, and City of Franklin ("Customer") will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net thirty (30) basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement and any attached Schedules.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of three (3) years with a one (1) year auto renewal option. Sixty (60) day prior notice is required for forfeiture of one (1) year auto renewal option. If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice detailing such service deficiencies, and if Service Provider fails to resolve such deficiencies within sixty (60) days after notice. If Customer terminates the Agreement for reasons other than service deficiencies, the penalty is one hundred (\$100.00)/month for any remaining months left on the Agreement. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered.

Service Provider will receive a file(s) on a set schedule over their Secure File Transfer Protocol (SFTP) for the project(s).

Service Provider will invoice each project on a quarterly basis. The scope of work is laid out below and priced according to the previously received quote from Service Provider. In addition, the attached Implementation Plan (Schedule A) has additional job specifications and details.

Scope of Work

Production Services

<u>Item</u>	<u>Price/Description</u>
Delivery Service	First Class Presort Mail Electronic submission of Paperwork & Deliver to Post Office
Postage	Postage as incurred and invoiced separately, requires postage account to be established before the first mailing. Postage is a pure pass-through and is subject to change according to USPS rates.
Statement Page 1	\$0.112/each – Print 1/1 on 8.5x11 24# white w/3.5" perf, insert into PDI #10 double window envelope
Additional Images	\$0.038/image – All additional pages will be printed 1/1 on plain 8.5x11 24# supplied by Service Provider
BRE Envelopes	\$0.026/each – PDI #9 single window envelope

Manual Flat Inserting	\$0.60/each – hand insert into 9x12 envelope (includes the cost of envelope)
Inserting Service	\$0.018/each
Insert Printing	To be quoted at the time of request

Optional Services

Reprocessing Charge	\$80.00/each
Message Rework Charge	\$60.00/each

Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Data processing and setup includes CASS certification/standardization of addresses provided, necessary barcode creation, merging variable data into templates and setting up printer configurations.
- 4) Any Development work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services are charged at \$175.00 per hour. Customer will be notified of the needed work.
- 5) In the event that cost of materials increases by at least 6% during the duration of the agreement, Service Provider reserves the right to review pricing and discuss any potential needed price adjustments with Customer.

Production Schedules

Production schedules will be established in Schedule A, and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates for the impacted job(s) will be subject to renegotiations. There will be no liability or penalty for delayed delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

Customer Furnished Materials

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting these requirements will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

Outside Purchases

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

Terms/Claims/Liens

Payment is net thirty (30) calendar days from date of invoice for services. Claims for defects, damages or shortages must be made by the Customer in writing no later than ten (10) calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has been accepted. Postage invoices will be sent by Service Provider after each mailing. Payment terms for postage invoices is "due on receipt".

Liability

The Service Provider's liability will be limited to the replacement of, and postage for any errors in printing, storing, sorting and mailing of documents. The loss of Private Member Data due to a breach, whether internal or external, can cause severe reputation damage to both the Service Provider and the Customer. Service Provider will maintain Cyber Liability insurance coverage in the amount of at least \$1,000,000 to aid in rectifying and repairing member and Customer confidence. To help limit the effects of a breach, Service Provider will remove all Customer's data from their systems (including backup systems) within one hundred twenty (120) days of mailing of the documents. This includes data files and all files generated for each specific print job. Customer retains the right to audit Service Provider with twenty four (24) hour notice to determine compliance with this provision. Service Provider and Customer agree to notify each other in a timely manner should either become aware of a data breach.

Storage/Warehousing

The Service Provider will retain tangible paper materials until the related end product has been accepted by the Customer. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider's fire and extended insurance coverage. Any unused tangible paper materials will be returned to Customer, at Customer's expense, or destroyed upon termination of the Agreement.

Indemnification

The Customer agrees to indemnify and hold harmless Service Provider for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving work produced from data provided by Customer. Service Provider must notify Customer of any such action within five (5) business days of knowledge of such action. Service Provider agrees to indemnify and hold harmless Customer for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving software, processes and machinery used in the production of documents for Customer.

Dispute Resolution

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal mean, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective key personnel for each Party conduct a study of the dispute or claim; (b) a meeting between the Parties including at least one representative of senior management, is held at a mutually convenient time and place as soon as possible to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties sends a letter to the other stating it is unable to resolve the matter in dispute. Thereafter, the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

Personal or Economic Rights

The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Customer will,

at the Customer's sole expense, promptly and thoroughly defend the Service Provider in all legal actions on these grounds as long as the Service Provider:

- Promptly notifies the Customer of the legal action.
- Gives the Customer reasonable time to undertake and conduct a defense.

The Service Provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

Security

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that:

- a. Customer is not a party to the Agreement with the third party.
- b. Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c. Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later than the termination of the Agreement for services.

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information to any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed twenty four (24) hours from time of discovery. In addition, Service Provider agrees to observe applicable state and federal laws in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

Recognition by Parties of Adequacy of Terms of Agreement

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

Relationship of the Parties

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of Wisconsin. The jurisdiction and venue for any dispute under the Agreement shall be the circuit court for Brown County, State of Wisconsin.

Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the attached Schedules) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to insist upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

Notices

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the Parties set forth in this Agreement by hand, electronic or by a courier service (costs prepaid).

Counterparts: Electronic Signatures

This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Primadata, LLC

City of Franklin

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
REPORTS & RECOMMENDATIONS	Authorize Health Department Grant Funding and Agreement with Northwoods Software Development Inc. for ADA Compliance Assessments and Remediations for the City of Franklin Website	ITEM NUMBER G. 5.

Background:

On April 24, 2026, the US Department of Justice is requiring all local municipalities to meet compliance guidelines for web content or mobile applications (apps) that are published on behalf of the city <https://www.ada.gov/resources/2024-03-08-web-rule/>. The guidelines stipulate WCAG 2.1 AA compliance for all municipalities with a population between 0 and 49,999 persons. The exact technical details of the requirements can be found on the W3.org website <https://www.w3.org/TR/WCAG21/>.

The Department of Health and Human Services originally created the broad framework for the Americans with Disabilities Act in 1990, with the fully completed framework published in 1992. The original ADA standards are broad and can encompass anything from building and architectural standards, to communications and document procedures <https://www.ada.gov/resources/title-ii-primer>. All regulated government entities must make “reasonable accommodations” to ensure compliance.

A national consortium defines the ADA regulations for digital web documentation, mobile applications, and documents that can be downloaded from the site. W3.org defines the technical specifications that must be met to ensure Web Content Accessibility Guidelines (WCAG), which is referenced by the ADA regulations. The current version of WCAG is 2.2, with three levels of certification: A, AA, or AAA. For minimal compliance, most organizations begin implementing WCAG version 2.1 and continue to refine their sites until version 2.2 AA or 2.2 AAA certification is achieved. It should be recognized the unpolished 3.0 guidelines are actively being discussed but have not been formally instituted.

Recommendation:

At the December 3, 2025 meeting, the Franklin Technology Commission made a motion to recommend having the City of Franklin’s current hosting and content management provider, Northwoods, begin the process of transforming both the content and navigation of the website for WCAG 2.1 A compliance. The Commission recommended performing a pre-project scan of all site content, with the exclusion of document downloads, and generate a report for areas of non-compliance. Where appropriate, automation should be used to automatically correct common problems and issues that should be addressed by both significance and priority. Where possible, remediations should follow reduction of risk, likelihood of impact, and potential for litigation.

The Technology Commission fully recognizes that all needed remediations cannot be achieved with one project, but rather a series of initiatives overtime. WCAG baseline requirements for 2.1A should be first achieved, with implementation of 2.21A (or 2.2 AA) as a continuous improvement process. Training will also need to be implemented to assure ongoing compliance.

Northwoods will initially focus on ensuring the site is adjustable and can be navigated for those using screen readers. All image and label content will have full “alternative tags” describing the image. Controls that scroll, flip content, or are modified over time will either be eliminated or reconfigured to compliance specifications. Web forms will be completely revamped to eliminate content that drops down or instantly appear on a clickable

action. Once remediations have been completed a second scan will be performed to determine the continued level of non-compliance, which will also create a metric of improvement for the initial scan.

The Technology Commission recognized that over 10,000 documents are stored on the website that are available for download. Each document must be fully ADA compliant. All PDF documents must conform to the WCAG 2.1 AA guidelines, which mandates every document is OCR and text searchable. All video or audio files must include closed captioning or have a provided transcript. It is recognized that modifying all documents would be a huge undertaking (even with AI enabled tools), therefore, this is best handled as a separate initiative. The City may want to consider reducing the number of documents available on the website to further reduce this burden.

The Franklin Health Department has been awarded funds that will be used to address these accessibility needs and enhance public health and municipal public communication efforts. Accessibility of web content and improved sharing of web content and program materials will enhance the execution of public health efforts. With the COVID-19 Pandemic, the reliance on technology infrastructure increased in our community, including more information being shared on our City Website. The Franklin Health Department and Information Services aim to utilize these funds to improve ADA components of the website for user experience and accessibility. Cross collaboration has been occurring with the Franklin Health, IT, and Administrative departments throughout 2025 to address website accessibility needs.

Fiscal Impact:

The Franklin Health Department ARPA Grant award will cover the cost of the \$10,000 contract for the initial scan and first round of remediations. The allocation of the grant money is time sensitive and must be performed before the end of calendar year.

Budgetary Impact:

Northwoods Software Development Time Block (50 hours at \$200 hr.)	\$10,000.00
Total Cost Phase 1 Project:	\$10,000.00

COUNCIL ACTION REQUESTED

Motion to authorize staff to sign and execute a contract with Northwoods Software Development Inc., in the amount of \$10,000, for a 50-hour software development time block for ADA compliance assessments and remediations, funded by the Health Department ARPA Grant.

AGREEMENT

This AGREEMENT, is made and entered into this 17th day of December 2025, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Northwoods Software Development Inc., (hereinafter "CONTRACTOR"), whose principal place of business is 1572 E. Capitol Drive, Shorewood, Wisconsin 53211

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 federal Americans with Disabilities Act (ADA) compliance scanning with content and web layout remediations.

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 ADA compliance scanning and remediations, as described in CONTRACTOR's proposal to CLIENT dated December 4, 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 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, with a not-to-exceed budget of \$10,000, 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 \$10,000. 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 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. James Matelski 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, Rick Fessenbecker CONTRACTOR's Account Manager and other key providers of the

Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the 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 December 17, 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 a period of 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, 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.

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

CITY OF FRANKLIN, WISCONSIN

Northwoods Software Development Inc.

BY: _____

BY: _____

PRINT NAME: John R. Nelson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

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: _____

Appendix A

Statement of Work – City of Franklin Website ADA analysis and remediations

Data – December 4, 2025

Cost - \$10,000

Website Accessibility Improvement for City of Franklin **Statement of Work**

This Statement of Work (“SOW”) is entered into and made effective as of the signature date (“Effective Date”) by and between Northwoods Software Development, Inc. (“Northwoods”), and City of Franklin, Wisconsin (“Client”).

1. Services

- a. **Description of Services:** Northwoods will provide the following services in Exhibit A attached hereto.

2. Term

- a. **Service Term:** Northwoods will provide a fifty-hour (50) block of time to address accessibility and web development services commencing on or about December 4, 2025 with expected completion within ninety (90) days.
- b. Unused hours purchased expire twelve (12) months after the effective date.

3. Fees and Payment Terms

- a. In consideration of the performance of services, Franklin agrees to pay Northwoods **\$10,000.00**
- b. Out of scope. In the event out-of-scope additional labor and/or services are required by Northwoods, Franklin will be notified and offered an additional fifty (50) hour block of time under the same terms as this SOW.
- c. Payment shall be made in U.S. dollars and will be due thirty (30) days from the date of the invoice. The Invoice shall be delivered on or about December 4, 2025

Exhibit A

Northwoods has been the website development and hosting partner to the Client for over ten years. In the course of that relationship the Client has maintained a current version of Titan CMS which manages the city’s primary website - franklinwi.gov.

Client has requested that Northwoods work in conjunction with the Client to improve accessibility to the city’s primary website. The current website’s structure and core technology was built with accessibility in mind and is in a good position to serve individuals with disabilities.

Upcoming regulations do raise the bar for accessibility and there are a number of content and design changes that will further improve accessibility on the website and make information easier for everyone to access information on the website.

The proposal is developed with the input of Northwoods’ services team as well as Client personnel. The outcome of this project will be to establish a current baseline for accessibility, create a remediation plan and take immediate action on high impact items to improve the

accessibility on the website. The work of maintaining an accessible website is ongoing and Client realizes that many factors impact the website especially in the area of emerging technology and content created by the Client staff. Northwoods will improve accessibility to the extent allowed within the fifty (50) hours allocated in this project.

Services:

Northwoods has made an initial assessment and consulted with the Client on the development of key areas to address. Northwoods will conduct a more thorough scan of the website and develop a remediation plan for Client's review and approval.

The objectives of the remediation plan will address this preliminary task list with Client's initial priority:

- Further refinement to improve accessibility of filtering and results for screen reader users **[higher priority]**
- Present strategic user experience changes and data-driven user strategy updates to improve site architecture and navigation experience for all users, especially those with disabilities **[lower priority]**
- Assist with the form remediation (Titan version 7.5 has newer improvements to leverage for form creation/remediation) **[higher priority]**
- Enhanced formatting may be needed for legal notices and other small print notices. **[medium priority]**
- Page by page content remediation of heading levels, descriptive link text, and image alt text inclusion. **[medium priority]**

Northwoods and Client have already begun collaborating on the following items which will be considered when developing the remediation plan. In many cases the Client can perform this effort with Northwoods advice and assistance. In some cases, Northwoods will perform the tasks with the time allowed within this SOW.

- Check heading levels <https://www.w3.org/WAI/tutorials/page-structure/headings/>
- Ensure all images have descriptive alt text. Alt text for linked images should describe the link destination (not the image characteristics).
- Remove the mini-calendar from any Data Lists or Filter Blocks and replace it with the From/To date control.

Calendar

From: (e.g. mm/dd/yyyy)

To: (e.g. mm/dd/yyyy)

Upcoming Meetings & Events

Friday, November 21

Economic Development Commission

Friday, November 21, 2025

3:00 PM

Monthly on the third Friday

Hearing Room

Agendas & Minutes

Calendar

Calendar Filter Configuration

Data Field

Start Date

Label

Filter

Display As

Title (optional: "Date" by default)

Calendar

Display As

From/To Date inputs

Date Range for Initial Results

From

Beginning of Today

To (relative to From)

End of Month

- Filter Blocks should have the page name linked and should not use the repetitive linked text, like 'read more', 'learn more', etc.

Links

☒ Page Name

Show Link Text (Follows Teaser Text)

- Continue to work on content with the objective of having media (audio, video, etc.) provide transcripts, captions, and descriptions whenever possible.
- Improve filter blocks with available configuration/tool. For instance, turn on pagination when there are many items like on the "Agendas" page.

LIMITATIONS OF ASSESSMENT SCOPE AND FINDINGS: The remediation activities outlined in this Statement of Work will be conducted within a finite, predefined period of time. While reasonable efforts will be made to identify and remediate accessibility issues using industry best practices, this engagement does not guarantee the identification or cure of all potential accessibility violations. Additionally, new potential violations can emerge due to a number of factors including website updates performed by the Client. As such, the results should not be interpreted as a comprehensive or enduring accessibility remediation.

SITE AND RESOURCES: All work will be performed remotely and meetings will utilize conferencing technologies.

ASSUMPTIONS & CLIENT RESPONSIBILITIES:

- While best practice efforts are taken during the design and development of the new website(s) to the degree that the SOW defines, Northwoods cannot guarantee compliance with Web Content Accessibility Guidelines (WCAG) 2.2 Guidelines or Revised 508 Standards related to accessibility. A follow-up audit with remediation can be completed under a separate contract.
- Northwoods recommends, at a minimum, conducting an Accessibility Audit of a website at least once a year. Clients who make consistent content changes to their website should have an Accessibility Audit conducted quarterly. Ongoing Accessibility Audits are outside the scope of this SOW.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be signed by their duly authorized representatives as of the date set forth below.

City of Franklin, Wisconsin

Northwoods Software Development, Inc.

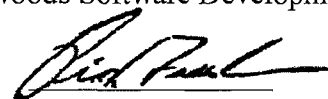
By:

Name:

Title:

Date:

By:



Name:

Rick Fessenbecker

Title:

Managing Director

Date:

December 4, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. 101 East Grand Ave Suite #11 Port Washington WI 53074	CONTACT NAME:	
	PHONE (A/C, No, Ext): 262-284-7174	FAX (A/C, No): 262-377-3784
INSURED Northwoods Software Development Inc. 1572 E Capitol Drive Shorewood WI 53211-1955	E-MAIL ADDRESS: info@ansay.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hanover Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1756652290

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			OB1A820602	1/12/2025	1/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			OB1A820602	1/12/2025	1/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50			OB1A820602	1/12/2025	1/12/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	WB1A820591	1/12/2025	1/12/2026	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	E&O/Cyber Liability			LH1H427991	1/12/2025	1/12/2026	Occurrence \$3,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured status is extended on a primary and non-contributory basis, from the general liability policy to those parties specified in the written contract, signed prior to the loss, per the attached endorsement

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin, WI
9229 W Loomis Rd
Franklin WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shia M. Hoewker

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
8. **Unintentional Failure to Disclose Hazards**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
9. **Unintentional Failure to Notify**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

BUSINESSOWNERS COVERAGE FORM

Table of Contents

SECTION I - PROPERTY	Page Number
A. Coverage	4
1. Covered Property.....	4
2. Property Not Covered.....	5
3. Covered Causes of Loss.....	6
4. Limitations.....	6
5. Additional Coverages.....	7
Business Income.....	10
Business Income from Dependent Properties.....	17
Civil Authority.....	13
Collapse.....	8
Commercial Tools and Small Equipment.....	27
Computer Equipment.....	20
Computer and Funds Transfer Fraud.....	34
Debris Removal.....	7
Deferred Payments.....	31
Electronic Vandalism.....	31
Employee Theft including ERISA Compliance.....	18
Equipment Breakdown.....	22
Extra Expense.....	12
Fine Arts.....	28
Fire Department Service Charge.....	8
Fire Protection Equipment Recharge.....	18
Forgery or Alteration.....	13
Glass Expenses.....	18
Installation.....	27
Interruption of Computer Operations.....	32
Leasehold Interest (Tenants only).....	29
Limited Coverage for Fungi, Wet Rot, or Dry Rot.....	33
Money and Securities.....	21
Money Orders and Counterfeit Money.....	13
Ordinance or Law.....	14
Preservation of Property.....	8
Pollutant Clean-Up and Removal.....	12
Rewards- Arson, Theft and Vandalism.....	20
Sales Representative Samples.....	29
Tenant Building Insurance - When Your Lease Requires You to Provide Insurance.....	34
Tenant Business Personal Property Insurance - When Your Lease Requires You to Provide Insurance.....	34
Tenant Signs (Tenants Only).....	22
Theft of Telephonic Services.....	34
Unauthorized Business Credit Card Use.....	30
Utility Services.....	30
Water Damage, Other Liquids, Powder or Molten Material Damage.....	10

6. Coverage Extensions.....	35
Accounts Receivable.....	37
Business Personal Property Temporarily in Portable Storage Units.....	39
Appurtenant Structures.....	38
Inventory and Loss Appraisal.....	39
Key Replacement and Lock Repair.....	38
Newly Acquired or Constructed Property.....	35
Outdoor Property.....	36
Paved Surfaces.....	39
Personal Effects.....	36
Personal Property Off Premises.....	36
Personal Property In Transit.....	38
Valuable Papers and Records (Other Than Electronic Data).....	36
Underground Pipes.....	40
B. Exclusions.....	40
C. Limits of Insurance.....	45
D. Deductibles.....	46
E. Property Loss Conditions.....	47
1. Abandonment.....	47
2. Appraisal.....	47
3. Duties in the Event of Loss or Damage.....	47
4. Legal Action Against Us.....	48
5. Loss Payment.....	48
6. Recovered Property.....	50
7. Vacancy.....	50
8. Pair, Sets or Parts.....	51
F. Property General Conditions.....	51
1. Control of Property.....	51
2. Mortgageholders.....	51
3. No Benefit to Bailee.....	52
4. Policy Period, Coverage Territory.....	52
5. Protective Devices.....	52
6. Increase in Hazard.....	52
G. Property Definitions.....	52
 SECTION II - LIABILITY	
A. Coverages.....	59
1. Business Liability.....	59
2. Medical Expenses.....	61
B. Exclusions.....	62
1. Applicable to Business Liability Coverage.....	62
2. Additional Exclusions Applicable only to Personal and Advertising Injury.....	68
3. Additional Exclusions Applicable to Medical Expenses Coverage Only.....	69
4. Additional Exclusions Applicable to Both Business Liability Coverage and Medical Expenses Coverage - Nuclear Energy Liability Exclusion.....	70
C. Who is an Insured.....	71
D. Liability and Medical Expenses Limits of Insurance.....	72

E. Liability and Medical Expenses General Conditions.....	73
1. Bankruptcy.....	73
2. Duties in the Event of Occurrence, Offense, Claim or Suit.....	73
3. Legal Action Against Us.....	73
4. Separation of Insureds.....	73
F. Liability and Medical Expenses Definitions.....	74
 SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY)	
A. Cancellation.....	77
B. Changes.....	78
C. Concealment, Misrepresentation or Fraud.....	78
D. Examination of Your Books and Records.....	78
E. Inspections and Surveys.....	78
F. Insurance Under Two or More Coverages.....	78
G. Liberalization.....	79
H. Other Insurance.....	79
I. Premiums.....	80
J. Premium Audit.....	80
K. Transfer of Rights of Recovery Against Others to Us.....	80
L. Transfer of Your Rights and Duties Under This Policy.....	81

1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY Coverage**:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to SECTION II - LIABILITY Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
Reports and Recommendations	A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN AND EXECUTE THE UGLAND ASSOCIATES LLC EVALUATION AND DATA COLLECTION CONTRACT	ITEM NUMBER G. 6.
<p>Background: The City of Franklin Health Department's (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education. Comprehensive and effective data collection and evaluation efforts are paramount when designing, implementing, and leading effective community-based health education and public health promotion programs.</p> <p>Analysis: The FHD employs a diverse array of public health professionals that perform a variety of services and public health foundational capabilities. Through these services and capabilities, both qualitative and quantitative data on a weekly, monthly, quarterly, and annual basis. Data is further synthesized to support ongoing grant writing and program improvement efforts. Additionally, data collected by the FHD has been utilized by community health partners to support ongoing community health improvement efforts.</p> <p>FHD staff have varying levels of knowledge of regarding data collection, analysis, and evaluation efforts. Uglan Associates, LLC, shall provide a series of data collection and evaluation-based trainings to increase staff knowledge and self-efficacy on data collection and evaluation.</p> <p>The contract agreement has been sent to the City attorney for review and approval of signature pending Council approval.</p> <p>Fiscal Note: The contract total of \$10,500.00 will be paid by the American Rescue Plan Act (ARPA) grant.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>Motion to adopt Resolution No. 2025-_____, a Resolution Authorizing Franklin Director of Health and Human Services to Sign and Execute the Uglan Associates LLC Evaluation and Data Collection Contract.</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 12/16/2025

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN AND EXECUTE THE UGLAND ASSOCIATES LLC EVALUATION AND DATA COLLECTION CONTRACT.

WHEREAS, The City of Franklin Health Department's (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education; and

WHEREAS, comprehensive and effective data collection and evaluation efforts are paramount when designing, implementing, and leading effective community-based health education and public health promotion programs.

WHEREAS, the FHD employs a diverse array of public health professionals that perform a variety of services and public health foundational capabilities. Through these services and capabilities, both qualitative and quantitative data on a weekly, monthly, quarterly, and annual basis. Data is further synthesized to support ongoing grant writing and program improvement efforts. Additionally, data collected by the FHD has been utilized by community health partners to support ongoing community health improvement efforts and the trainings provided by Uglan Associates LLC shall increase staff knowledge and self-efficacy on data collection and evaluation.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the motion to sign and execute the Uglan Associates LLC Evaluation and Data Collection Contract is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Health Department is hereby approved to execute the motion authorizing the Franklin Director of Health and Human Services to sign and execute the 2025 Uglan Associates LLC Evaluation and Data Collection Contract.

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.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____



Date: December 3, 2025

To: Franklin Health Department, Director of Health and Human Services, Lauren Gottlieb

From: Melissa Ugland, Principal, Ugland Associates, LLC

RE: Evaluation and Data Collection to Support Health and Human Service Functions

Dear Lauren:

The Franklin Health Department has identified a need for support with the Franklin Health Department's (FHD) "Evaluation and Data Collection" to more thoroughly capture the effective work being done by the department. Ugland Associates is pleased to present this proposal for assistance.

Ugland Associates will:

- 1) Conduct planning session(s) to prepare for full staff workgroups to identify ways that the results of existing work can be collected, documented, monitored, and shared with the Franklin residents, with appointed and elected officials and City of Franklin staff, and with funders and supporters. Special emphasis will be placed upon improved quarterly and annual reporting planning, using a data-driven approach. (Time dedicated pre-work, execution and post-work: 40 hours, \$4,000)
- 2) In December 2025, launch trainings/ meetings (three) to identify measurable outcomes for any work areas not yet adequately described, identify ways to gather, track, and report these outcomes for maximum community impact. The first two meetings will be geared toward planning, and additional meetings will focus on accountability, tracking, and reporting. (Time dedicated pre-work, execution and post-work: 40 hours, \$4,000)
- 3) Support FHD in the creation of an evaluation and data collection/tracking process that will be useful to FHD for five years. (\$2,500)

Contract terms: the contract will start December 1, 2025, unless mutually agreed upon by both parties. The billing rate will be \$100 per hour, with a project total of \$10,500 with no additional expenses or fees anticipated during the contract period. The total billable amount from Ugland Associates is not to exceed \$10,500 with detailed monthly invoices provided to the FHD.

Signed

Signed

Melissa Ugland, Principal, Ugland Associates

Lauren Gottlieb, City of Franklin Director of Health and Human Services

**Tentative Agenda for First FHD Workgroup Meeting
Tuesday, December 16, 2025**

Objectives

- 1) Briefly review strategic plan for FHD for grounding in larger goals.
- 2) Review entire body of work of FHD and current data collection approach.
- 3) In small groups, expand on existing data to identify the why, how, and what we could collect (additionally) to demonstrate efficacy of programs, accountability to residents, and efficient use of city funding.
- 4) Share out findings from #4, creating a draft plan for data collection expansion and an accountability plan for next steps.
- 5) Set timeline for next meeting and identify who, what, how, for follow-up steps.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
Reports and Recommendations	AN ORDINANCE TO AMEND CHAPTER 183 ARTICLE VI DRUGS AND DRUG PARAPHERNALIA, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, TO RENUMBER §183-23.1 HARMFUL SUBSTANCES, TO §183-25 HARMFUL SUBSTANCES, AND TO CREATE §183-24 HEMP-DERIVED CANNABINOID REGULATIONS	ITEM NUMBER G. 7.

Background: Hemp-derived cannabinoids are compounds found in the cannabis plant that have been legally separated from marijuana by the 2018 Federal Farm Bill. The Farm Bill's board definition of hemp has created "loopholes", legalizing the growth of plant with low levels of THC, as well as the subsequent production of intoxicating hemp-derived products. Currently, a wide variety of products containing hemp-derived compounds, both intoxication and non-intoxicating, are available online and in traditional brick-and-mortar establishments, like gas stations, tobacco shops, grocery stores, and convenience stores. Products include candies, seltzers, vapes, and many more. Products are sometimes not clearly labeled as containing psychoactive drugs.

Additionally, federal regulations currently do not impose age restrictions on intoxicating hemp-derived products. Some hemp-derived products have been manufactured to mimic food products, such as cookies, candies, and chips, that appeal to children. According to a study published by the Journal of Medical Toxicology, the rate of delta-8 THC [a hemp-derived cannabinoid, often referred to as "diet weed"] exposures reported to poison centers across the country increased by nearly 80% from January 1, 2021 to December 31, 2022. Children represented more than half of the exposures included in the study. At least two instances have occurred locally involving Milwaukee children who became ill and required hospitalization after ingesting THC gummies purchased as convenience stores; in one case, a mother unwittingly purchased the product, believing them to be regular candy.

Analysis: Currently, the state of Wisconsin is one of only six states that neither ban nor regulate Delta-8 THC products. Age regulation of hemp-derived cannabinoids is left to the discretion of the local retailer.

Numerous Wisconsin counties and municipalities have adopted similar local ordinances regulating the sale of hemp-derived cannabinoids, including: City of Milwaukee, City of Brookfield, City of Kaukauna, and Wood County.

Options: (1) Amend Chapter 183 Article VI of the Municipal Code of the City of Franklin, Wisconsin, to renumber §183.23.1 Harmful Substances, to §183-25 Harmful Substances, and to create §183-24 Hemp-derived Cannabinoid Regulations. (2) Do not amend Chapter 183 Article VI of the Municipal Code of the City of Franklin, Wisconsin, to renumber §183.23.1 Harmful Substances, to §183-25 Harmful Substances, and to create §183-24 Hemp-derived Cannabinoid Regulations.

Recommendation: Amend Chapter 183 Article VI of the Municipal Code of the City of Franklin, Wisconsin, to renumber §183.23.1 Harmful Substances, to §183-25 Harmful Substances, and to create §183-24 Hemp-derived Cannabinoid Regulations.

Fiscal Note: None

COUNCIL ACTION REQUESTED

Amend Chapter 183 Article VI of the Municipal Code of the City of Franklin, Wisconsin, to renumber §183.23.1 Harmful Substances, to §183-25 Harmful Substances, and to create §183-24 Hemp-derived Cannabinoid Regulations.

Health Department: LG

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

draft 12/11/25

AN ORDINANCE TO AMEND CHAPTER 183 ARTICLE VI DRUGS AND DRUG
PARAPHERNALIA, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN,
WISCONSIN, TO RENUMBER §183-23.1 HARMFUL SUBSTANCES, TO §183-25
HARMFUL SUBSTANCES, AND TO CREATE §183-24 HEMP-DERIVED
CANNABINOID REGULATIONS

WHEREAS, the Franklin Health Department having reviewed Article VI “Drug and Drug Paraphernalia” and 183-23 Marijuana; synthetic marijuana, of the Municipal Code, as a part of its research and study with regard to public health concerns which have arisen with regard to hemp-derived cannabinoids; and

WHEREAS, the Franklin Health Department and Franklin Board of Health having recommended the inclusion of hemp-derived cannabinoid regulations within the Franklin Municipal Code; and

WHEREAS, the Common Council having considered the Health Department recommendation and have determined such amendments to be in the interests of furthering the public health, safety, and welfare.

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

SECTION 1: §183-23.1 Harmful substances, of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby renumbered to §183-25 Harmful substances.

SECTION 2: §183-24 Hemp-derived cannabinoid regulations, of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby created to read as follows:

§183-24 Hemp-derived cannabinoid regulations

A. Definition. In this Section, hemp-derived cannabinoid constitutes one of the many intoxicating cannabinoids found in the cannabis plant or a synthetic version thereof.

- (1) A cannabinoid other than delta-9 tetrahydrocannabinol (THC), or an isomer derived from such cannabinoid (delta-8 THC, delta-10 THC, hexahydrocannabinol (HHC), HHC-O, THCA, THC-O, THCP, THCV); or

- (2) A hemp-derived product containing delta-9 tetrahydrocannabinol in a concentration of 0.3 percent or less
 - (3) Does not include non-intoxicating cannabinoids, including cannabidiol (CBD), which is an active ingredient in cannabis, but does not cause intoxication by itself, is not addictive, and does not contain other isomers as listed above
- B. Possession, use, age. It shall be illegal for a person under the age of twenty-one (21) to possess or use any amount of a hemp-derived cannabinoid including delta-8 THC, delta-10 THC, HHC, HHC-O, THCA, THC-O, THCP, or THCv except as specifically allowed by Wisconsin law.
- C. Sale, delivery, age. It shall be illegal to sell or deliver any hemp-derived cannabinoid product containing delta-8 THC, delta-10 THC, HHC, HHC-O, THCA, THC-O, THCP, or THCv to a person under the age of twenty-one years, except as specifically allowed by Wisconsin law.
- D. Age verification. It shall be illegal to sell or deliver any hemp-derived cannabinoid product containing delta-8 THC, delta-10 THC, HHC, HHC-O, THCA, THC-O, THCP, or THCv to a person without having first verified their age by having the purchaser present a valid photo identification.
- E. Sale area prohibitions. Hemp-derived cannabinoids shall not be sold within 750 feet of a hospital, church, or youth-serving organization such as, but not limited to: childcare centers, pre-schools, public or parochial schools, tribal schools, playgrounds, city or county parks, sporting arenas, or organizations with specific interest to serve children (Boys & Girls Club, YMCA, Head Start, etc.) The distance shall be measured by the shortest route along a designated roadway or walking path from the main entrance of the youth-serving business/organization to the premises selling hemp-derived cannabinoid products. The prohibition in this Subsection does not apply to businesses selling hemp-derived cannabinoids from a location used for said sales prior to December 16, 2025.
- F. Penalties. Persons violating this Section as it regulates pursuant to Subsections B., C., and D. shall be subject to a forfeiture of not less than \$100.00 or more than \$500.00. Persons violating this Section as it regulates pursuant to Subsection E. shall be subject to a forfeiture of not less than \$500.00 or more than \$1,000.00.

SECTION 3:

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

SECTION 5: This ordinance shall take effect and be in force following its passage and publication, and then upon January 1, 2026.

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 _____

BLANK PAGE

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE December 16, 2025
REPORTS & RECOMMENDATIONS	Annual Market Adjustment, Market Adjustment to Wage and Salary Rates, and Progress to Market Wage Adjustment for Non-Represented Employees	ITEM NUMBER G.8.

Background

Franklin's Classification and Compensation Plan, which was implemented at the end of 2015, identified the following three potential annual adjustments to employee wage rates:

1. Market Adjustment to Wage and Salary Rates: The Annual Market Adjustment changes the overall pay plan structure. Individual wage rates then need to be adjusted at a rate equal to the Annual Market Adjustment to allow each employee to maintain their position in the market. This action does not advance employees within their range but attempts to keep employees at an equitable wage to the cost of living and with our comparable cities.
2. Progress-to-Market-Rate Adjustments: Identifies the portion of a merit increase that an employee is eligible for annually unless otherwise directed by the Common Council, based upon where the employees are within their applicable Salary Range.

Note: This is conceptually similar to a step increase in some plans. Franklin's increases are graduated, as follows, depending upon an employee's current position in the range:

- Below 30% in the applicable salary range = 2.25% adjustment,
 - Below the Midpoint, from 30% up to less than 50% in the range = 1.5% adjustment, and
 - From Midpoint up to Market Rate, from 50% up to less than 65% in the range = .75% adjustment
3. Merit Performance Increases: With the upcoming implementation of an improved performance evaluation system, additional funding would be available, based upon the performance evaluation results, to those individuals performing above a satisfactory level.

Funding was included in the 2026 budget for the 2% market adjustment for non-represented employees and for the progress-to-market-rate adjustment. Approvals for the merit performance increases will be requested at a later date when the Common Council authorizes the merit program.

Analysis

Classification and Compensation Plan-Continued Implementation

Regarding the Classification and Compensation Plan, which was implemented in late 2015, the execution of the plan did not immediately place employees at their designated market rate if they were below it, even if they were productive, longstanding employees, while allowing those over their market rate to retain their current level of pay. Instead, it laid out a plan for those employees to progress slowly to their market rate, based on the details in the second item in the Background section above, which makes this piece of the increase critical to continue moving those employees toward their established market rate.

Finally, as set forth within the adopted policy for the pay plan, all wage increases are subject to each employee receiving a performance review grade of at least "Standard" or better, which will be confirmed and documented by the department heads since there is not yet a formal appraisal process in place. As the plan requires, only employees who successfully complete their job duties are considered for any of the above-noted increases. A formal appraisal process will also be created.

Recommendation

Staff recommends that the Council authorize the 2% market adjustment to both the salary schedule and wages and the progress to market adjustment, as outlined above.

COUNCIL ACTION REQUESTED

Motion to approve a 2026 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 2%, along with a Progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of January 9, 2026, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook.

DOA - KH

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 16, 2025
REPORTS AND RECOMMENDATIONS	AN ORDINANCE TO AMEND §245-10C. PARKING, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, WHICH PERTAINS TO FORFEITURES FOR VIOLATIONS OF PARKING REGULATIONS, TO INCREASE THE FORFEITURES THEREFORE	ITEM NUMBER G. 9.

The City of Franklin has not updated its parking violations fines dollar amounts since 2013. Through the years, operational costs, maintenance expenses, and enforcement needs have increased. The proposed increase is intended to:

- Better align fines amounts with current administrative costs
- Maintain effective enforcement operations
- Keep fines amounts consistent with comparable cities in the region

This adjustment is part of the City's ongoing evaluation of user-based revenue sources to maintain high-quality municipal services.

FINANCIAL IMPACT: The fines increase is projected to generate additional revenue to support parking enforcement activities. The exact revenue impact will depend on annual parking use and citation volume. The proposed increase to the fines is within the amount ranges allowed by the Wisconsin Statutes, specifically, with regard to § 346.56 (1)(m) parking regulations violations, that any person violating such laws "may be required to forfeit not less than \$20.00 nor more than \$40.00 for the first offense and not less than \$50.00 nor more than \$100.00 for the 2nd or subsequent conviction within a year."

COUNCIL ACTION REQUESTED

A motion to adopt an Ordinance to Amend §245-10C. Parking, of the Municipal Code of the City of Franklin, Wisconsin, Which Pertains to Forfeitures for Violations of Parking Regulations, to Increase the Forfeitures Therefore.

CLERK-SJR, Legal Services Dept.: jw

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

draft 12/11/25

AN ORDINANCE TO AMEND §245-10C. PARKING, OF THE MUNICIPAL CODE
OF THE CITY OF FRANKLIN, WISCONSIN, WHICH PERTAINS TO
FORFEITURES FOR VIOLATIONS OF PARKING REGULATIONS,
TO INCREASE THE FORFEITURES THEREFORE

WHEREAS, §245-10C. Parking, of the Municipal Code of the City of Franklin, Wisconsin, which pertains to forfeitures for violations of parking regulations, has not been amended to increase the forfeitures since 2013, and consideration having been given to potential forfeiture increases by City staff to further protect against violations of such regulations which exist to protect the public health, safety and welfare; and

WHEREAS, the current forfeiture for a parking violation is \$30.00, and City staff having surveyed other area municipalities and having recommended that the forfeiture for a first offense be increased to \$40.00 and having recommended same to the Common Council; and

WHEREAS, § 346.56 (1)(m) of the Wisconsin Statutes provides in part with regard to parking regulations violations that any person violating such laws “may be required to forfeit not less than \$20.00 nor more than \$40.00 for the first offense and not less than \$50.00 nor more than \$100.00 for the 2nd or subsequent conviction within a year”, and the Common Council having considered same and the recommendation of City Staff and having determined forfeiture increases to \$40.00 for a first offense and to \$100.00 for a second or subsequent conviction within a year, provides further protection against such violations and is in the interest of the public health, safety and welfare.

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

SECTION 1: §245-10C. Parking, of the Municipal Code of the City of Franklin, Wisconsin, which pertains to forfeitures for violations of parking regulations, be and the same is hereby amended as follows *[note: deletions appear in strike-through text; additions appear in underlined text; unchanged text is not highlighted]*:

C. Parking. The forfeiture for violation of parking regulations in §245-5 of this Cehapter ~~or such statutory parking regulations incorporated into this chapter pursuant to §245-1~~ shall be \$40.00 for a first offense, and \$100.00 for a second or subsequent conviction within a year ~~as set forth under §346.56, Wis. Stats., as amended from time to time.~~
~~[Amended 11-4-1997 by Ord. No. 97-1472]~~

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

ORDINANCE NO. 2025-_____

Page 2

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 following its passage and publication, and then upon January 1, 2026.

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 _____

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
REPORTS & RECOMMENDATIONS	2026 PROPERTY & CASUALTY INSURANCE COVERAGE	ITEM NUMBER G.10.

BACKGROUND

The City of Franklin has reviewed proposals for municipal insurance coverage for the 2026 term. A comparison of coverage options and premiums for the 2025 and 2026 periods revealed that LWMMI's proposal provides comprehensive, municipality-focused coverage at competitive rates.

Key Factors Considered

1. Premium Changes:

The total premium increased by 16.4%, from \$672,391 (2025) to \$782,549 (2026), reflecting updated property valuations, additional coverage enhancements, and the following increases:

- **Workers Compensation:**

A significant premium increase of 36.5% for workers compensation is mainly due to the City's Experience Modification Factor increasing from 0.62 to 0.82.

- **Property Coverage:**

A premium increase of 10.6% for property coverage is mainly due to:

- 9% increase for Buildings/Personal Property due to an increase in value for the DPW Garage expansion, and
- Contractor's Equipment up 30% due to two street sweepers being moved from the auto list to the Contractor's Equipment list.

- **Cyber Liability:**

With only a 1.8% increase in premium for 2026, LWMMI offers robust cyber liability coverage with enhanced limits and protections. The cyber policy renewal for 2026 is subject to the City confirming steps it has taken to avoid a similar open security breach claim in the future, confirming implementation of multi-factor authentication on all remote access to network, email accounts, and privileged user accounts, and submitting a re-signed and currently dated cyber liability application reflecting prior claim activity. All these subjectivities have been addressed and confirmed.

2. Crime Coverage:

Crime coverage will remain with LWMMI with a premium decrease of -1.7% lower than the 2025 premium.

3. Additional Services:

LWMMI provides tailored municipal services, such as HR support, employee safety programs, and cyber training resources, aligning with the City's operational needs.

Conclusion

LWMMI's proposal for 2026 represents a well-rounded, municipality-specific insurance package that addresses the City's comprehensive coverage needs while offering tailored support services.

FISCAL NOTE

The approved 2026 budget allocated \$828,700 for insurance coverage. The proposed premiums for all liability, autos, property, workers compensation, crime, and cyber coverages total \$782,549, which is within budget. This includes increases in property and workers compensation premiums offset by competitive rates in other areas, ensuring comprehensive coverage while maintaining financial responsibility.

RECOMMENDATION

Authorize the City to move forward with LWMMI's insurance proposal for 2026 and ensure that all subjectivities for cyber liability are addressed promptly to bind the policy.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance, LWMMI, MPIC, and ACE American Insurance Company for 2026, for an estimated total annual premium of \$782,549, and to further authorize the payment of premiums in accordance with or as required by said policy documents.

Insured Name: City of Franklin		<div>Premium Comparison</div>			
Jon Budzien/ Ashley Pettit					
Effective: 1/1/2026					
Company	Prior Year	Current Year - By Companies Quoting			
Year	LWMMI	LWMMI			
Coverages	2025	2026	Difference		
General Liability	\$82,341.00	\$82,431.00	\$90.00	0.1%	
Police Prof Liability	\$44,245.00	\$45,117.00	\$872.00	2.0%	
Public Officials Liability	\$57,640.00	\$57,694.00	\$54.00	0.1%	
Auto Liability	\$29,273.00	\$30,991.00	\$1,718.00	5.9%	
Auto Physical Damage	\$64,540.00	\$73,546.00	\$9,006.00	14.0%	
Crime	\$2,801.00	\$2,752.00	-\$49.00	-1.7%	
Cyber	\$24,701.00	\$25,135.00	\$434.00	1.8%	
Package Total	\$305,541.00	\$317,666.00	\$12,125.00	4.0%	
Property	\$131,507.00 MPIC	\$145,410.00 MPIC	\$13,903.00	10.6%	
Tank	\$4,990.00 ACE	\$5,141.00 ACE	\$151.00	3.0%	
Other Coverages Subtotal	\$136,497.00	\$150,551.00	\$14,054.00	10.3%	
Workers Compensation	\$230,353.00	\$314,332.00	\$83,979.00	36.5%	
Estimated Premium	\$672,391.00	\$782,549.00	\$110,158.00	16.4%	
Exposure changes					
	2025	2026	Difference		
Package Changes					
Total Payroll	\$20,370,000	\$21,262,000	892,000	4.4%	
# of Full Time Police Officers	64	64	-	0.0%	
Number of Vehicle	126	131	5	4.0%	
Population	36,417	36,882	465	1.3%	
APD - Total Value Covered	\$10,637,248	\$12,131,613	1,494,365	14.0%	
APD- Total Number of Vehicles	127	132	5	3.9%	
Number of Employees	228.5	224.5	-4.0	-1.8%	
Cyber Subjectivities					
1. Open Security Breach Claim - steps taken to avoid a similar claim in the future.					
2. Confirmation of implementation of MFA on all remote access to network, email accounts and privileged user accounts					
3. A re-signed and currently dated application reflecting prior claim activity.					

Insured Name: City of Franklin		Workers' Compensation Comparison											
Effective: 1/1/2026													
Code	Classification	2025 Payroll Exposure	2025 Rate	2025 Premium	2026 Payroll Exposure	2026 Rate	2026 Premium	Exposure Difference	Rate Difference	% Rate Difference	Premium Difference	Premium Difference	
7520	Waterworks Operation	412,000	2.83	11,660	417,000	2.59	10,800	5,000	-0.24	-8.5%	(860)	(860)	
7704	Fire Dept Non-Volunteer	5,190,000	3.07	159,333	5,574,000	3.19	177,811	384,000	0.12	3.9%	18,478	18,478	
7720	Police Officers	6,024,000	2.32	139,757	6,450,000	2.14	138,030	426,000	-0.18	-7.8%	(1,727)	(1,727)	
8810	Clerical Office	5,200,000	0.16	8,320	5,242,000	0.16	8,387	42,000	0.00	0.0%	67	67	
9412	Municipal Operations-City/Town	3,544,000	2.53	89,663	3,579,000	2.50	89,475	35,000	-0.03	-1.2%	(188)	(188)	
Totals		20,370,000		408,733	#####		424,503	892,000			15,770	15,770	
Experience Mod			0.62	(155,319)		0.82	(76,411)		0.20		78,908	78,908	
Premium Discount			9.20%	(23,331)		9.80%	(34,030)		0.60%		(10,699)	(10,699)	
Expense Constant				220			220				0	0	
Waiver of Subrogation				50			50				0	0	
Total Premium				\$230,353			\$314,332				\$83,979	\$83,979	

Insured Name: City of Franklin		Property Comparison			
Effective: 1/1/2026					
	Prior Year MPIC 2025	Current Year MPIC 2026	Difference		
Building, BPP					
Premium	\$87,847.00	\$96,046.00	\$8,199.00	9%	
Coverage Limit	124,788,400	136,435,325	\$11,646,925.00	9%	
Rate	\$0.0704	\$0.0704	\$0.00	0%	
Deductible	\$10,000.00	\$10,000.00	\$0.00	0%	
Property in the Open					
Premium	\$17,526.00	\$18,117.00	\$591.00	3%	
Coverage Limit	23,378,100	24,165,914	\$787,814.00	3%	
Rate	\$0.075	\$0.075	\$0.00	0%	
Deductible	\$5,000.00	\$5,000.00	\$0.00	0%	
Contractor's Equipment Over \$25K					
Premium	\$13,144.00	\$17,069.00	\$3,925.00	30%	
Coverage Limit	5,974,600	7,758,780	\$1,784,180.00	30%	
Rate	\$0.22	\$0.22	\$0.00	0%	
Deductible	\$1,000.00	\$1,000.00	\$0.00	0%	
Contractor's Equipment under \$25K					
No Charge	\$0.00	\$0.00	\$0.00	0%	
Coverage Limit	944,500	828,750	-\$115,750.00	-12%	
Deductible	\$1,000.00	\$1,000.00	\$0.00	0%	
Fiber Optic					
Premium	\$638.00	\$638.00	\$0.00	0%	
Coverage Limit	500,000	500,000	\$0.00	0%	
Deductible	\$10,000.00	\$10,000.00	\$0.00	0%	
Business Income					
Premium	\$637.00	\$637.00	\$0.00	0%	
Coverage Limit	2,080,000	2,080,000	\$0.00	0%	
Rate	\$0.0306	\$0.0306	\$0.00	0%	
Deductible	\$10,000.00	\$10,000.00	\$0.00	0%	
Equipment Breakdown					
Premium	\$11,715.00	\$12,903.00	\$1,188.00	10%	
Coverage Limit	148,166,500	160,601,239	\$12,434,739.00	8%	
Rate	\$0.0079	\$0.008	\$0.00	2%	
Deductible	\$10,000.00	\$10,000.00	\$0.00	0%	
Property Total	\$131,507.00	\$145,410.00	\$13,903.00	11%	
Optional Quote - Utility Meters					
Total TIV: \$4,043,100					
Deductible: \$1,000					
Annual Premium \$1,274					

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
REPORTS & RECOMMENDATIONS	A Resolution Authorizing the Director of Administration to Execute a Service Agreement with Geographic Marketing Advantage, LLC to Provide Geographic Information System (GIS) Support and Database Maintenance Services for 2026	ITEM NUMBER G. 11.

Geographic Marketing Advantage, LLC has served as the City's primary consultant and business partner for GIS services for several years. City staff is very pleased with this company's and its employees' performance and recommends continuing this relationship for an additional year. Todd Niedermeyer, owner of Geographic Marketing Advantage, is retiring, with his last day being December 17, 2025; however, Brian Fausel, his employee, will support the City three (3) days a week continuing to move GIS forward. Invoicing and any questions or concerns will continue to go through Mr. Niedermeyer under Geographic Marketing Advantage, LLC.

Staff seeks authority to execute a contract with Geographic Marketing Advantage for Brian Fausel's support, extending the term through 2026, and adjusting the rates and contract amount by the following effective January 1, 2026:

- GIS Technical/Mapping Support (Brian Fausel): \$120 per hour, 24 hours a week, for 50 weeks = \$144,000 not-to-exceed contract cost.

The total not-to-exceed contract amount of \$144,000 is in line with the approved 2026 budget and is funded approximately 78% by the Information Services General Fund (01-0144-5215) and approximately 22% split between the Sewer and Water Enterprise Funds (65-0758-5219 and 61-0731-5299). A marked-up copy of the current contract is attached for your reference.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2025-_____, A Resolution Authorizing the Director of Administration to Execute a Service Agreement with Geographic Marketing Advantage, LLC to Provide Geographic Information System (GIS) Support and Database Maintenance Services for 2026.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025-____

A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATION TO EXECUTE
A SERVICE AGREEMENT WITH GEOGRAPHIC MARKETING ADVANTAGE, LLC TO
PROVIDE GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT AND DATABASE
MAINTENANCE SERVICES FOR 2026

WHEREAS, Geographic Marketing Advantage, LLC has served as the City's primary consultant and business partner for GIS services for several years; and

WHEREAS, staff is very pleased with this company's and its employees' performance and recommends continuing this relationship for an additional year; and

WHEREAS, staff seeks authority to execute a service agreement with Geographic Marketing Advantage for 2026 for Brian Fausel's GIS Technical/Mapping Support: \$120 per hour, 24 hours a week, for 50 weeks for a not-to-exceed contract cost of \$144,000; and

WHEREAS, the total not-to-exceed contract amount of \$144,000 is in line with the approved 2026 budget and is funded approximately 78% by the Information Services General Fund (01-0144-5215) and approximately 22% split between the Sewer and Water Enterprise Funds (65-0758-5219 and 61-0731-5299).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the service agreement between the City of Franklin and Geographic Marketing Advantage, LLC to provide Geographic Information System (GIS) support and database maintenance services for 2026, at a not-to-exceed cost of \$144,000, in the form and content as annexed hereto, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of December, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of December, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ~~21st~~ ____ day of ~~January~~ December, 2025, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W. Elm Ct, Franklin, WI 53132.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to employ CONSULTANT in connection with outsourcing the design, development, and operation of an enterprise GIS for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin's GIS and for performing updates and maintenance to the GIS database. Services to be provided under this AGREEMENT are provided in Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT.
- C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT 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.

- E. CONSULTANT maintains certain copyrighted source documents that are subject to periodic independent evaluation and updates. CONSULTANT reserves the right to use copyrighted source documents and be compensated for such use, in an amount as mutually agreed upon, when it is necessary or convenient to accomplish the Basic Services covered by this AGREEMENT, and the fee for such use would be less than or equal to the cost of providing the same service through the creation of original source documents. For all copyrighted works provided to CLIENT, CONSULTANT grants CLIENT permission to reproduce such works in any manner; prepare derivative works; and lend, lease, rent, or transfer ownership to any private or public entity involved with the operation, financing, and use of the City of Franklin GIS. CLIENT agrees that the use of materials prepared from copyrighted source documents will be limited to the project needs encompassed by this AGREEMENT. Use of materials prepared from copyrighted source documents for other purposes shall be limited to reproduction for criticism, comment, news reporting, teaching, scholarship, research, or similar activities covered by the "fair use" principles of the copyright law. All copyrighted source documents will be clearly marked by the CONSULTANT.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of ~~\$149,904~~\$144,000, in accordance with Attachment "B" and subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay undisputed CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A. Total cost will not exceed ~~\$149,904~~\$144,000 unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing. For services rendered, invoices will clearly state the percentage of work completed and the fee earned.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review.
- E. CONSULTANT shall not initiate any services prior to January 1, ~~2025~~2026 and shall complete all services covered by this AGREEMENT by December 31, ~~2025~~2026, excepting for delays caused through no fault of the CONSULTANT or except when continued month-to-month as provided for herein.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment as mutually agreed upon will be made to compensate CONSULTANT for any incremental labor or direct costs. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.
- B. CLIENT and CONSULTANT reserve the right to subsequently amend this AGREEMENT to include additional services. Compensation and schedule for completion for additional services will be as agreed by CLIENT and CONSULTANT prior to the start of work on said additional services and may be incorporated as an Addendum to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. Todd Niedermeyer, or designee, will perform the work of the CONSULTANT, 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 CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Todd Niedermeyer as CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.
- D. CONSULTANT shall maintain all records pertaining to this AGREEMENT until at least three (3) years following its completion of the services hereunder and CLIENT shall have the right to inspect and copy such records upon request.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work performed and expenses incurred up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential AGREEMENTs for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Workers' Compensation and Employer's Liability	Per Statute
D. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONSULTANT 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 written notice to CLIENT.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CLIENT from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any negligent or intentional and wrongful act or omission of CONSULTANT.

VII. TIME FOR COMPLETION

Subject to the conditions of Section II E., CONSULTANT shall commence immediately upon receipt of a Notice to Proceed to complete all work required herein. The CONSULTANT shall exert all reasonable effort to adhere to the services in Attachment A except that the services may be notified with the approval of CLIENT and shall be extended day for day for any delay introduced during CLIENT's review of products or in the general conduct of the project.

VIII. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for all 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.

IX. CONFIDENTIALITY

CONSULTANT shall keep confidential, except as may be required to perform its obligations under this AGREEMENT, any and all confidential information of the CLIENT of which the CONSULTANT has knowledge, possession, or to which the CONSULTANT has access. This confidentiality obligation shall survive the termination of this AGREEMENT.

X. TERM

This AGREEMENT shall cover a period including all of calendar year ~~2025~~ 2026 and shall continue thereafter on a month-to-month basis, at the fixed hourly rates provided for herein, until such time that the AGREEMENT is terminated, as provided for herein, or modified or extended by a separate, future AGREEMENT.

XI. AMMENDMENTS TO THE AGREEMENT

This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

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

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY: _____

BY: _____

PRINT NAME: Kelly Hersh

PRINT NAME: Todd Niedermeyer

TITLE: Director of Administration

TITLE: President, Sole Member

DATE: _____

DATE: _____

Attachment A

Continued GIS Support and Services for ~~2025~~2026

On-Site Management and Technical Support of GIS Operation

- Continue communications and coordination with the City's Administration and Information Technology Support Providers.
- Provide GIS technical and programming services as needed by the City.
- Setup login parameters for ArcGIS licenses.
- Support GIS database management.
- Evaluate data quality and data errors.
- Provide GIS user support.
- Produce product to support special requests, including but not limited to map development.
- Provide continued documentation, instruction and training related to GIS.
- Installation of GIS related software and software updates.
- Load new and revised GIS data.
- Provide other applicable support as needed by the City.
- Provide training on GIS applications and tools, including website tools.
- Perform GIS database updates and maintenance, including related applications.
- Work with ESRI Products and Services.
- Help develop, support, and promote additional GIS applicability and use throughout City Departments.
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services.

Attachment B

**Geographic Marketing Advantage, LLC
TOTAL "NOT-TO-EXCEED" BUDGET
for
Continued On-Site Support Services And
GIS Database Updates and Maintenance**

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project- Management Support of GIS Operations- (Project Manager)	16	50	800	\$109.99	\$87,992
Technical and Mapping Support	16 <u>24</u>	50	800 <u>1,200</u>	\$77.39 <u>\$120</u>	\$61,912 <u>\$144,000</u>
Total "Not to Exceed" Expenditure					\$149,904 <u>\$144,000</u>

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
REPORTS & RECOMMENDATIONS	2026 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation	ITEM NUMBER G. 12.

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City for the year 2026 to verify a certified soil tester's soil and site evaluation at designated properties when needed. This agreement mirrors the last agreement in place for 2025. In fact, the form of the contract has not changed significantly since 2010. Racine County will once again provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.

These soil services produce a nominal expenditure throughout the year. For example, 6 soil verification services were provided in 2022 (\$1,200), 2 in 2023 (\$400), 6 in 2024 (\$1,200), and 2 in 2025 (\$400).

Racine County has informed us that they concur with the attached contract for 2026 services. It is the recommendation of the Director of Inspection Services and the Director of Administration to continue to use Racine County for these soil testing services.

COUNCIL ACTION REQUESTED

Motion to approve the 2026 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement.

**CITY OF FRANKLIN – RACINE COUNTY
PROFESSIONAL SERVICES AGREEMENT**

This contract made this ____ day of December, 2025, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as "CITY") and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as "COUNTY"). This contract is to be effective from the period January 1, 2026 through December 31, 2026. This agreement is renewable upon acceptance by all parties.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree that this contract shall cover the authorization and payment of fees to provide to the CITY services to verify a Certified Soil Tester's (hereinafter referred to as "CST") soil and site evaluation. The parties agree to the following:

1. All CST's soil and site evaluations for Private Onsite Wastewater Treatment Systems (hereinafter referred to as "POWTS") must be scheduled with a minimum 24-hours' notice to the County, excluding Saturdays, Sundays and holidays, to ensure proper staffing.
2. All CST appointments must be scheduled by calling the COUNTY Development Services Department at 262-886-8440 between the hours of 7am – 12:00 noon and 12:30pm – 4:30pm Monday through Thursday and Friday 7am – 11am, excluding holidays.
3. COUNTY will provide one properly licensed and credentialed staff to verify the required soil and site evaluation conducted by a CST.
4. The COUNTY reserves the right to require that CST's provide soil backhoe dug pits of adequate size, depth, and construction to enable COUNTY staff to safely enter and exit the soil pit for verification of soil profile evaluation data.
5. Soil color evaluations shall be performed on days when light conditions permit accurate color determination.
6. Frozen soil material shall be thawed prior to conducting evaluations for soil color, texture, structure, and consistence.
7. The cost of this service will be \$200 for up to the first three soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractors does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum of \$50 fee will be charged.

8. If staff is required to contact a State of Wisconsin Onsite Wastewater Specialist to make a soil determination, a minimum of \$50 will be charged for this service, in addition to other soil and site evaluation fees referenced herein.
9. The CITY will be invoiced directly for these services.
10. COUNTY will review the applicable Soil and Site Evaluation form (SBD-8330), which must be forwarded to the COUNTY, and will convey all reports back to the CITY for their files and permit issuance. A copy of the test will be kept on file in this office, but the original tests will be sent to the CITY.
11. The CITY will issue all permits for POWTS, and the CITY will oversee the construction and follow-up on all POWTS, as outlined in Chapter SPS 383 (Private Onsite Wastewater Treatment Systems) and Chapter SPS 385 (Soil and Site Evaluations).
12. Any other work not anticipated in this contract, but relative to soil and site evaluations, will be charged at a rate of \$50 per hour.
13. Each party is responsible for their own acts and omissions under this agreement. COUNTY agrees that it will at all times during the existence of this contract indemnify CITY against any and all loss, damages and cost or expenses which CITY may sustain, incur or be required to pay as a result of any of the services provided by COUNTY under this contract. CITY agrees that it will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay as a result of any of the services provided by the CITY under this contract.
14. CITY OR COUNTY may, without prejudice to any other rights it may have, terminate this contract for convenience and without cause by giving thirty (30) days written notice. COUNTY shall be paid for services rendered up to the time of termination.

CITY OF FRANKLIN

BY: _____
Kelly Hersh

TITLE: Director of Administration

RACINE COUNTY

BY: _____

TITLE: _____

BLANK PAGE

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE December 16, 2025
REPORTS & RECOMMENDATIONS	Resolution to Authorize Certain Officials to Execute an Agreement with Ehlers and Associates, Inc. for Financial Services Related to the Potential Creation of a Tax Incremental District Located on the Corner of S. 76 th Street and W. Rawson Ave.	ITEM NUMBER G. 13.

Background

For several years, the City has been reviewing potential new developments in the area around the old Orchard View Shopping Center located near S. 76th Street and W. Rawson Ave. The City has conducted many meetings with regards to potential developers, including commercial and residential uses for this space. Activities include analysis and possible creation of a tax increment finance (TIF) district. The creation of a TIF district will be necessary to facilitate development on these parcels, including the property acquired and associated with the Poth's General Development.

Fiscal Impact

Staff requests authorization for spending up to \$18,000 for the services outlined in the attached scope of services.

Phase 1 – Provides the feasibility analysis

Phase 2 – Create the Project Plan Development and Approval

Phase 3 – State Submittal

All costs will be provided through the Economic Development budget and can be determined as TIF costs, if the TIF is created.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025-_____, a Resolution to Authorize a Financial Services Contract with Ehlers & Associates Related to the Potential Creation of a Tax Incremental District Located on the Corner of S. 76th Street and W. Rawson Ave.

Finance Dept – DB/ Econ. Dev. - JR

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT
WITH EHLERS AND ASSOCIATES, INC. FOR POTENTIAL TAX INCREMENTAL
DISTRICT CREATION FINANCIAL SERVICES

WHEREAS, the Common Council having considered a potential new development area in the City, including a commercial and residential development area and the potential benefits to such new development creation by the utilization of tax incremental financing to assist in the developments;

WHEREAS, Ehlers and Associates, Inc. is a professional financial services organization respected for its expert services with regard to tax incremental districts and Ehlers and Associates, Inc. has proposed to provide such necessary services with regard to the potential new development area considered by City staff; and

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, is made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers and Associates, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N19 W24400 Riverwood Drive, Suite 100, Pewaukee, Wisconsin.

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 services for the potential creation of a tax incremental financing district;

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 potential creation of a tax incremental financing district, as described in CONTRACTOR's proposal to CLIENT dated October 9, 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 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, with a not-to-exceed budget of \$18,000, 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 \$18,000. 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 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. City Economic Development Director John Regetz 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, Todd Taves as CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

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

	<i>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>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, 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. 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 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

EHLERS & ASSOCIATES, INC.

BY: _____

BY: _____

PRINT NAME: John R. Nelson

PRINT NAME: Todd W. Taves

TITLE: Mayor

TITLE: Senior Municipal Advisor

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: _____



EHLECOM-01

NBAILEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group, Inc. 9855 W 78th Street Suite 100 Eden Prairie, MN 55344-8004	CONTACT NAME: Nel Bailey	
	PHONE (A/C, No, Ext): (952) 653-1111	FAX (A/C, No):
INSURED Ehlers Companies 3001 Broadway St NE, Suite 320 Minneapolis, MN 55413	E-MAIL ADDRESS: nbailey@christensengroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Ins.	
	INSURER B: Federal Ins. Co.	
	INSURER C: Chubb Indemnity Ins Co	
	INSURER D: Endurance Risk Solutions Assur	
	INSURER E: Ace American Insurance Company	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			35942179	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73593734	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79881111	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71742954	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			AIP10010784808	7/1/2025	7/1/2026	Per Claim/Agg 2,000,000
E	Cyber Liability			D94798176	7/1/2025	7/1/2026	Cyber Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Franklin is included as additional insured under the general liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: EHLECOM-01

NBAILEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Christensen Group, Inc.		NAMED INSURED Ehlers Companies 3001 Broadway St NE, Suite 320 Minneapolis, MN 55413
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

SL
PROFESSIONAL LIABILITY IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.



October 9, 2025

Danielle Brown, Director of Finance & Treasurer
John Regetz, Director, Economic Development
City of Franklin, Wisconsin
9229 W Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for Creation of Tax Incremental District No. 11 (Poth's General) ("Project" Pursuant to MSRB Rule G-42)

Dear Danielle and John:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in Appendix A attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within Appendix B attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates

A handwritten signature in black ink, appearing to read 'Todd Taves', written over a horizontal line.

Todd Taves
Senior Municipal Advisor

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Scope of Service

Client has requested that Ehlers & Associates assist Client with creation of Tax Incremental District No. 11 for the Poth's General redevelopment project ("Project"). Ehlers & Associates proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client's objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers & Associates will:

- Consult with appropriate Client officials to identify the Client's objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
 - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.

- Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
- If debt financing is anticipated, a summary of the sizing, structure, and timing of proposed debt issues.
- A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
- A draft timetable for the Project.
- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate, and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers & Associates will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission, or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed and ends after the Joint Review Board acts on the Project. As part of Phase II services, Ehlers & Associates will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.

¹If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the table beginning on the following page. Ehlers & Associates will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

Meeting	Ehlers & Associates Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>

Meeting	Ehlers & Associates Responsibility	Client Responsibility
Plan Commission Public Hearing	For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters. Attend hearing to present draft Project Plan.	Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation). Prepare meeting minutes.
Plan Commission	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for Plan Commission consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Distribute Project Plan & resolution to Plan Commission members in advance of meeting. Prepare meeting minutes.
Governing Body Action	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for governing body consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Provide Project Plan & resolution to governing body members in advance of meeting. Prepare meeting minutes.
Joint Review Board Action	Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions. Prepare Notice of Meeting and transmit to Client's designated paper. Provide agenda language to Client. Attend meeting to present final Project Plan. Provide approval resolution for Joint Review Board consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes.

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers & Associates will:

- Coordinate with Client's assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet.
- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers & Associates as follows:

Phase I	\$ 7,500
Phase II	\$ 8,000
Phase III	\$ 2,500
Total	\$ 18,000

In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

Payment for Services

For all compensation due to Ehlers & Associates, we will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors, and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition or Subtraction	\$1,000
Amendment Packet with Territory Addition and Subtraction	\$2,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/25
REPORTS & RECOMMENDATIONS	<p>Potential Tax Incremental District 10[creation thereof in process] Development Agreements Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential developments to be named Poth's General, and to effect such development(s), including the terms and provisions of said development agreements. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such developments, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p>Ald. District 5 ITEM NUMBER</p> <p>G. 14.</p>

Departments of City Development, Finance, Engineering, Administration and Legal Services staff will be present at the meeting, along with, virtually, Development Finance Consultant S.B. Friedman.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider Tax Incremental District 10 [creation thereof in process] Development Agreements Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General, for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
REPORTS & RECOMMENDATIONS	City personnel compensation alignment discussion. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.	ITEM NUMBER G.15.

COUNCIL ACTION REQUESTED

A motion, with regard to City personnel compensation alignment, to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to consider approval of a related budget allocation as it deems appropriate.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 16, 2025
REPORTS AND RECOMMENDATIONS	Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER G. 16.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 16, 2025
REPORTS AND RECOMMENDATIONS	<p><i>Franklin Public Schools, et al. v. City of Franklin Common Council, et al.</i>, Milwaukee County Circuit Court, Case No. 25-CV-8557. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER G. 17.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

BLANK PAGE

APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of December 16, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of December 16, 2025.

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
December 16, 2025 – 5:30 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2025-2026 New 5:30 p.m.	Autumn Cummins Iron Mike's			
Operator 2025-2026 New	Amanda Alvarado Root River Center			
Operator 2025-2026 New	Nicole Dahlin Hideaway Pub & Eatery			
Operator 2025-2026 New	Amanda Feest Romey's Place & Ricky's Double Barrel Inn			
Operator 2025-2026 New	Ji Youn Cindy Kim The Bowery Bar & Grill			
Operator 2025-2026 New	Jazzmine Morin-Muthig Walgreens #05459			
Operator 2025-2026 New	Bridget Rebro Hideaway Pub & Eatery			
Operator 2025-2026 New	Alexandra Trudeau Crystal Ridge			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lions Foundation – Fund Raisers & Club Monthly Meetings Fee Waivers: Park Permits – Easter Egg Hunt, Club Meetings; St. Martin's Fair Permit, Temporary Class "B" Beer, Operators Licenses Dates of Events: 4/4/26, 6/9/26, 7/14/26; 9/6/26 – 9/7/26 Locations: Lions Legend I; St. Martin's Fair			

People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Fleet Reserve Association Branch 14 – St Martin's Fair Fee Waivers: License Fees – St. Martin's Fair Location: St. Martin's Labor Day Fair Dates of the Event: 9/6 – 9/7/26			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Faith Presbyterian Church – Worship Services in the Park Fee Waivers: Park Permits - Location: Lion Legend Park I Dates of the Event: 5/31/26 & 9/27/26			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lioness Lions Club – St Martin's Fair Fee Waivers: St Martin's Fair Permit, Temporary Class "B" Beer and Operators Licenses Location: St Martin's Labor Day Fair Dates of Event: 9/6/26 – 9/7/26			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	St Martin Of Tours Parish – Vietnamese Lunar New Year Celebration, St Martin Egg Roll Sale - St. Martin's Fair, Scally Brothers Concert and Gilded Gala/Fall Harvest Fee Waivers: Temporary "Class B" Beer & Wine, Temporary Entertainment & Amusement, Operators Licenses; St. Martin's Fair Permit Dates of Events: 2/22/26, 9/6/26-9/7/26 TBD – Scally Brothers Concert TBD – Gilded Gala/Fall Harvest Location: St. Martin of Tours Parish Hall, Gym and Parking Lot at 7963 S 116 th St; St. Martin's Labor Day Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Public Library Foundation – Literary Event Fundraiser Fee Waiver: Temporary Class B License Date of the Event(s): TBD (Literary Event Fundraiser) Location: Franklin Public Library-Fadrow Mtg Room			
3.	Adjournment	Time:		

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

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2025
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated November 28, 2025 through December 11, 2025 Nos. 205116 through Nos. 205314 in the amount of \$ 3,073,605.48. Also included in this listing are EFT Nos. 6301 through EFT Nos. 6314, Library vouchers totaling \$ 2,443.28, Tourism vouchers totaling \$ 10,149.54 and Water Utility vouchers totaling \$ 504,116.62.

Early release disbursements dated November 28, 2025 through December 10, 2025 in the amount of \$ 495,799.83 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated December 12, 2025 is \$ 524,708.68, previously estimated at \$ 499,000. Payroll deductions dated December 12, 2025 are \$ 301,128.59, previously estimated at \$ 268,000.

The estimated payroll for December 26, 2025 is \$ 483,000 with estimated deductions and matching payments of \$ 532,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of December 11, 2025 in the amount of \$ 3,073,605.48
- Payroll dated December 12, 2025 in the amount of \$ 524,708.68 and payments of the various payroll deductions in the amount of \$ 301,128.59 plus City matching payments and
- Estimated payroll dated December 26, 2025 in the amount of \$ 483,000 and payments of the various payroll deductions in the amount of \$ 532,000, plus City matching payments.

ROLL CALL VOTE NEEDED