

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 2, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
 - 1. Citizen Comment Period.
 - 2. Proclamation for David P. Lindner.
 - 3. Proclamation from Governor Evers Proclaiming November 3, 2025 as Election Hero Day (in honor of all who work with elections), read by Common Council President-Michelle Eichmann.
- C. Approval of Minutes: Regular Common Council Meeting of November 18, 2025.
- D. Hearings.
- E. Organizational: Appointments of Inspectors of Election for 2026 and 2027.
- F. Letters.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Request from the Director of Health and Human Services to sign the 2025 Clear Channel Outdoor Media City of Franklin Health Department Contact.
 - (b) Request from 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.
 - (c) Request Common Council Approval for the Fire Department to enter a long-term preventive maintenance plan for its five Stryker Cots and three Power Loads for patient transports.
 - (d) Request Council approval for the Fire Department to purchase all fitness equipment for all three fire stations using the Federal Emergency Management Administration (FEMA) Assistance for Firefighters (AFG) Grant that was granted to and accepted by the Franklin Fire Department.
 - 2. Fire Chief to provide an update on fire department facilities and mold remediation project at Fire Station #1.
 - 3. A Resolution Authorizing certain officials to execute a Quarry Monitoring Services Agreement with Stantec Consulting Services Inc.

Common Council Meeting Agenda

December 2, 2025

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4. A Resolution Conditionally Approving a Land Combination for 9447 and 9461 S. 27th Street (TKN 879 9997 000 & 879 9999 000), (TBH1/TBH2 Properties, Applicant and Owner).
5. An Ordinance to Amend Chapter 92 of the Municipal Code for Building Permit Fees to Repeal and Recreate the Schedule of Permit Fees, an Ordinance to Amend Chapter 190 of the Municipal Code for Plumbing Permit Fees to Repeal and Recreate the Schedule of Permit Fees, an Ordinance to Amend Chapter 118 of the Municipal Code for Electrical Permit Fees to Repeal and Recreate the Schedule of Permit Fees.
6. Authorization to Contract with QPS Employment Group, Inc. for Temporary Human Resource Manager Staffing Services.
7. A Resolution Approving and Authorizing the Execution of a First Amendment to Agricultural Lease Agreement for Farmland Use Upon City Property Bearing Tax Key Nos. 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin, and a Landowner's Statement in Relation thereto.
8. Reschedule Common Council Meetings due to the 2026 Elections that fall on Council meeting nights.
9. Steve Olson Open Records 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. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(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.

H. Licenses and Permits: License Committee Meeting of December 2, 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.

Common Council Meeting Agenda

December 2, 2025

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[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 16	Common Council	6:30 p.m.
December 18	Plan Commission	6:00 p.m.
December 24 & 25	City Hall Closed-Christmas	
December 31	City Hall Closed-New Year's Eve	
January 1	City Hall Closed-New Year's Day	

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City of Franklin Proclamation

A PROCLAMATION IN RECOGNITION AND HONOR OF DAVID P. LINDNER FOR HIS SERVICE
AND DEDICATION TO THE FRANKLIN COMMUNITY IN MANY WAYS FOR THE PUBLIC
GOOD AND BENEFIT

WHEREAS, David P. Lindner spent much of his life dedicating it to assisting, serving, protecting and benefitting the People of the City of Franklin; and

WHEREAS, David started early on in his life with serving others, by becoming a member of the Franklin Fire Department in 1966, and thereafter providing some three and a half decades of public service as both a Paid-on-Call and Career Firefighter, serving as a Captain during the Department's landmark transition to a fulltime Fire Department, and having retired as a Firefighter/Emergency Medical Technician on May 1, 2001; and

WHEREAS, David also served to help protect and grow the public health, safety and welfare of the Community by being appointed to and serving on the City of Franklin Police and Fire Commission from September 2010 until March, 2020; and

WHEREAS, in terms of assisting in the celebration of life, David was appointed to and served on the City of Franklin Fair Commission since May 18, 1993, including assisting in the providing good times and benefits of life annually at the St. Martins Fair; and

WHEREAS, in the realm of other services being donated to the people, David was a member of the Franklin Lions Club, which exists to serve the Community, to improve health and well-being, strengthen the Community, support those in need, and encourage peace; David having joined the Franklin Lions Club on October 1, 1974, and in 2024 having been recognized by the Franklin Lions Club for his 50 years of service; and

WHEREAS, unfortunately for his Family and friends and all, David left us as he passed away on October 31, 2025 at the age of 78 years, and he shall be forever missed.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the staff of City government, and all of those public officials and staff who knew you and worked with you, and all of the People that you have served, hereby express our gratitude for everything you have done for us, and desire all positive results of your life be experienced and remain eternally.

Presented to the City of Franklin Common Council this 2nd day of December, 2025.

John R. Nelson, Mayor

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STATE of WISCONSIN



OFFICE of the GOVERNOR

Proclamation

WHEREAS; free and fair elections are the cornerstone of democracy, and ensuring that every eligible voter can vote safely, securely, and without fear of intimidation is critically important to the functions and success of democracy; and

WHEREAS; while election administration is never an easy responsibility, local clerks, election officials, poll workers, voter education groups, and postal service workers have faced immense, unprecedented challenges over the past few years; and

WHEREAS; it's important to honor election heroes for their commitment to upholding Wisconsin's free and fair election process by promoting voter engagement, participation, and protection, making sure voters have the information they need, and ensuring that every ballot is counted; and

WHEREAS; whether in Wisconsin or nationwide, election heroes never fail to display courage, resilience, and dedication to facilitating safe, secure, and successful elections; and

WHEREAS; today, the state of Wisconsin joins all Wisconsinites in expressing sincere gratitude and appreciation for all those who work tirelessly to protect the integrity of the electoral system and provide safe, secure, and accessible voting experiences for individuals across the state and country;

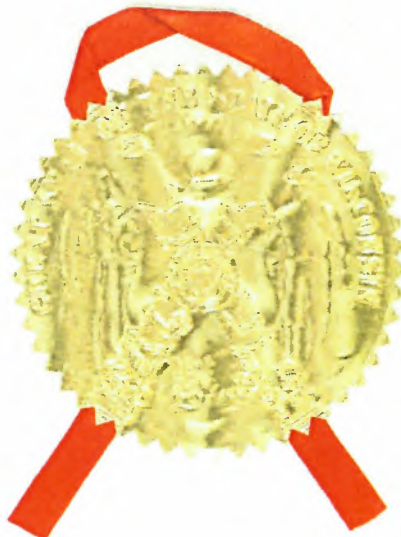
NOW, THEREFORE, I, Tony Evers, Governor of the State of Wisconsin,
do hereby proclaim November 3, 2025, as

ELECTION HERO DAY

throughout the State of Wisconsin, and I commend this observance
to all our state's residents.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused the
Great Seal of the State of Wisconsin
to be affixed. Done at the Capitol in
the City of Madison this 29th day of
October 2025.


TONY EVERS
GOVERNOR



By the Governor:


SARAH GODLEWSKI
Secretary of State

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 18, 2025
MINUTES

- | | | |
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| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on November 18, 2025, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts. |
| KAYLA'S
PLAYGROUND 10 YEAR
ANNIVERSARY | B.1. | Mayor Nelson presented a Certificate of Recognition to Kayla's Playground in Honor of the 10 th Anniversary. |
| CRASH RESPONDER
SAFETY WEEK | B.2. | Mayor Nelson Presented a Proclamation Honoring Crash Responder Safety Week. |
| CITIZEN COMMENT | B.3. | Citizen comment period was opened at 6:39 p.m. and was closed at 6:51 p.m. |
| MINUTES
NOVEMBER 4, 2025 | C.1. | Alderman Hasan moved to approve the minutes of the Common Council meeting of November 4, 2025, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| MINUTES
NOVEMBER 11, 2025 | C.2. | Alderwoman Eichmann moved to approve the minutes of the Common Council meeting of November 11, 2025, as presented. Seconded by Alderman Salous. All voted Aye; motion carried. |
| CONSENT AGENDA | G.1. | Alderman Hasan moved to approve the following consent agenda items: |
| | G.1.(a) | Execute the grant contract of the 2025-2026 Division of Public Health Consolidated Contract; and |
| | G.1.(b) | Approve acceptance of a monetary donation in the amount of \$300. |
| | | Approval of the above consent agenda items was seconded by Alderman Craig. All voted Aye; motion carried. |
| RES. NO. 2025-8402
TASK ORDER NO. 5
AMENDMENT | G.2. | Alderwoman Eichmann moved to adopt Resolution No. 2025-8402, A RESOLUTION TO APPROVE AMENDMENT 11 TO TASK ORDER NO. 5 IN THE AMOUNT OF \$20,000 TO RUEKERT & MIELKE, INC. Seconded by Alderman Hasan. All voted Aye; motion carried. |

- | | | |
|---|------|--|
| RES. NO. 2025-8403
CHANGE ORDER FOR ST
MARTINS RD WATER
MAIN EXTENSION | G.3. | Alderman Salous moved to adopt Resolution No. 2025-8403, A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 1 FOR THE W. SAINT MARTINS ROAD (STH 100) WATER MAIN EXTENSION PROJECT TO INCREASE THE CONTRACT PRICE BY \$3,776.20 TO GLOBE CONTRACTORS, INC. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. NO. 2025-8404
STORM WATER
FACILITIES
MAINTENANCE
AGREEMENT - 7661 W.
RAWSON AVE | G.4. | Alderwoman Eichmann moved to adopt Resolution No. 2025-8404, A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM FRANKLIN PEDIATRIC DENTISTRY – DR TRAVIS LEPERA (7661 W. RAWSON AVE., TKN 755-0192-005), with minor technical corrections. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| ENGAGE FRANKLIN
REPORT | G.5. | No action requested. This presentation is to provide an annual report from Engage Franklin. |
| JPM ACOUSTICS
UNAUTHORIZED
ADDITIONAL WORK | G.6. | Alderwoman Eichmann moved to deny reimbursement for the unauthorized work performed by JPM Acoustics between September 11-28, 2025, as it was completed without prior written authorization required under the City’s professional services agreement, and to direct staff to reaffirm pre-approval requirements for any future changes in scope. Seconded by Alderwoman Day. All voted Aye; motion carried |
| ORD. NO. 2025-2713
AMEND §169-1
LICENSES REQUIRED | G.7. | Alderwoman Eichmann moved to adopt Ordinance No. 2025-2713, AN ORDINANCE TO AMEND §169-1 LICENSES REQUIRED, SECTION 121-1 ENTERTAINMENT AND AMUSEMENT, AND PERTAINING TO SECTION 121-9 EXTRAORDINARY ENTERTAINMENT AND AMUSEMENT, OF THE MUNICIPAL CODE TO UPDATE LICENSES PROVIDED AND FEES REQUIRED. Seconded by Alderwoman Day. On a roll call Alderman Craig, Alderwoman Day, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye; Alderman Salous voted No. Motion carried. |
| | | Mayor Nelson called a recess at 8:39 p.m.
Mayor Nelson reconvened at 8:47 p.m. |
| CLOSED SESSION
<i>FRANKLIN PUBLIC
SCHOOLS ET AL. V. CITY
OF FRANKLIN</i> | G.8. | Alderwoman Eichmann moved to enter closed session at 8:48 p.m. 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. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried

Upon reenter of open session at 9:43 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan. On roll call Alderman Craig, Alderman Salous, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye; Alderwoman Day Abstained. Motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of November 18, 2025.

Grant 2025-26 New Operator License to Joseph Bellino Jr.; and Grant Public Grant to: Franklin Park Concerts, Inc – Free Concerts, Park Permits, Band Shell Fees, 6/28/26, 7/12/26, 7/26/26, 8/9/26, & 8/23/26, Lions Legend I Bandshell; Franklin Noon Lions Club Civic Celebration & St Martin's Fair, License Fees – Temporary Class B Beer, Peddler's, Operators, Food, Civic Celebration, St. Martin's Labor Day Fair, 7/2-7/4/26 & 9/6-9/7/26.

Seconded by Alderman Craig. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I. Alderman Craig moved to approve City vouchers with an ending date of November 13, 2025 in the amount of \$2,214,160.21, and payroll dated November 14, 2025 in the amount of \$444,235.83 and payments of the various payroll deductions in the amount of \$248,892.52 plus City matching payments, and estimated payroll dated November 28, 2025 in the amount of \$470,000 and payments of the various payroll deductions in the amount of \$271,000, plus City matching payments. Seconded by Alderman Peccarelli. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:46 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/2/2025																																																																																																									
Organizational Business	Appointments of Inspectors of Election for 2026 and 2027	ITEM NUMBER E																																																																																																									
Pursuant to Wisconsin State Statute §7.30(4), Stats., the following are appointments of inspectors of election and alternates for 2026 and 2027: <table> <tr> <td>Susan Acker</td><td>Mike Daniels</td><td>Lori Hardin</td></tr> <tr> <td>Jody Ahearn</td><td>James Danielson</td><td>Daniel Hargreaves</td></tr> <tr> <td>Robert Albert</td><td>Timothy Day</td><td>Yousef Hasan</td></tr> <tr> <td>Jeff Anderson</td><td>Jason Dejna</td><td>Kathy Haugh</td></tr> <tr> <td>Lucas Anderson</td><td>Jeff Dejna</td><td>David Hazlett</td></tr> <tr> <td>Patricia Archambeau</td><td>Judy Dejna</td><td>Wendy Hazlett</td></tr> <tr> <td>Latisha Barr</td><td>Kathryn Ditlevson</td><td>John Hedstrom</td></tr> <tr> <td>Mary Bartnicki</td><td>Carole Donovan</td><td>Terry Honeck</td></tr> <tr> <td>Tim Bate</td><td>Tom Donovan</td><td>Ruth Hozeska</td></tr> <tr> <td>Norm Behling</td><td>Douglas Dunnington</td><td>Sue Huhn</td></tr> <tr> <td>Sue Behrens</td><td>Mary Dutkiewicz</td><td>Diane Janicek</td></tr> <tr> <td>Bernard Bellin</td><td>Wendy Edwards</td><td>Jo Johnson</td></tr> <tr> <td>Timothy Bienzen</td><td>Ed Eldridge</td><td>Bruce Kehl</td></tr> <tr> <td>Karen Bliske</td><td>Suzanne Eldridge</td><td>Lisa Kellermann</td></tr> <tr> <td>Michael Bohn</td><td>Grace Elliott</td><td>David Kempf</td></tr> <tr> <td>Noah Borkenhagen</td><td>Abd Elhamid Mahmoud Elsayed</td><td>Kenneth Kernen</td></tr> <tr> <td>Douglas Brandenburg-Sterling</td><td>Hanna Farinawicz</td><td>Susan Kernen</td></tr> <tr> <td>John Brandt</td><td>Mary Felhofer</td><td>Dana Kerr-Gindt</td></tr> <tr> <td>George Braunstein</td><td>Terry Felter</td><td>Michael Kistler</td></tr> <tr> <td>Gerald Bultman</td><td>Sharon Fischer</td><td>Jo-Anne Koshere</td></tr> <tr> <td>Olivia Carter</td><td>Raymond Fisher</td><td>Tim Kovacic</td></tr> <tr> <td>Joy Chappell</td><td>Sammy Foreman</td><td>Joanette Kreft</td></tr> <tr> <td>Dorothee Chen</td><td>Gerald Freitag</td><td>Mira Kresovic</td></tr> <tr> <td>Angela Christie</td><td>Marie Fricano</td><td>Brian Krische</td></tr> <tr> <td>Bailey Christie</td><td>Jayne Fuller</td><td>Thaddeus Krukowski</td></tr> <tr> <td>Dennis Ciche</td><td>Tom Fuller</td><td>David Kucharski</td></tr> <tr> <td>Deborah Ciszewski</td><td>Victoria Gabrus</td><td>Joy Ellen Kuharske</td></tr> <tr> <td>Rebecca Claus</td><td>Beverly Garves</td><td>Veronica Kulinski</td></tr> <tr> <td>Joyce Clausius</td><td>Gerry Giebel</td><td>Terri Kwasniewski</td></tr> <tr> <td>Janice Collins</td><td>Roberta Glomski</td><td>Maryann Ladisa</td></tr> <tr> <td>Ken Cook</td><td>Mary Golden</td><td>Roger Lam</td></tr> <tr> <td>Daniel Crass</td><td>Victoria Gorzalski</td><td>Lynne Larosa</td></tr> <tr> <td>Ellen Crass</td><td>Danica Gramza</td><td>Paul Larosa</td></tr> <tr> <td>Donald Cywinski</td><td>Vicki Gronland</td><td>Sandra Lawal</td></tr> <tr> <td>Diane Czerniak</td><td>Eddie Guzman</td><td>Peggy Lemahieu</td></tr> </table>			Susan Acker	Mike Daniels	Lori Hardin	Jody Ahearn	James Danielson	Daniel Hargreaves	Robert Albert	Timothy Day	Yousef Hasan	Jeff Anderson	Jason Dejna	Kathy Haugh	Lucas Anderson	Jeff Dejna	David Hazlett	Patricia Archambeau	Judy Dejna	Wendy Hazlett	Latisha Barr	Kathryn Ditlevson	John Hedstrom	Mary Bartnicki	Carole Donovan	Terry Honeck	Tim Bate	Tom Donovan	Ruth Hozeska	Norm Behling	Douglas Dunnington	Sue Huhn	Sue Behrens	Mary Dutkiewicz	Diane Janicek	Bernard Bellin	Wendy Edwards	Jo Johnson	Timothy Bienzen	Ed Eldridge	Bruce Kehl	Karen Bliske	Suzanne Eldridge	Lisa Kellermann	Michael Bohn	Grace Elliott	David Kempf	Noah Borkenhagen	Abd Elhamid Mahmoud Elsayed	Kenneth Kernen	Douglas Brandenburg-Sterling	Hanna Farinawicz	Susan Kernen	John Brandt	Mary Felhofer	Dana Kerr-Gindt	George Braunstein	Terry Felter	Michael Kistler	Gerald Bultman	Sharon Fischer	Jo-Anne Koshere	Olivia Carter	Raymond Fisher	Tim Kovacic	Joy Chappell	Sammy Foreman	Joanette Kreft	Dorothee Chen	Gerald Freitag	Mira Kresovic	Angela Christie	Marie Fricano	Brian Krische	Bailey Christie	Jayne Fuller	Thaddeus Krukowski	Dennis Ciche	Tom Fuller	David Kucharski	Deborah Ciszewski	Victoria Gabrus	Joy Ellen Kuharske	Rebecca Claus	Beverly Garves	Veronica Kulinski	Joyce Clausius	Gerry Giebel	Terri Kwasniewski	Janice Collins	Roberta Glomski	Maryann Ladisa	Ken Cook	Mary Golden	Roger Lam	Daniel Crass	Victoria Gorzalski	Lynne Larosa	Ellen Crass	Danica Gramza	Paul Larosa	Donald Cywinski	Vicki Gronland	Sandra Lawal	Diane Czerniak	Eddie Guzman	Peggy Lemahieu
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Patti Logsdon
Glenn Luedtke
Francesca Mach
Marlene Magarich
Ted Mainella
Sue Malek
Sharon Mahos
Edward Malsh
Arrie Manti
Thomas Manti
Julie Marso
Peter Marz
Linda Mathwig
James McClure
Laura McIntyre-Kelly
Dennis McKnight
Susan McKnight
Mary Kay McSherry
Dave Meister
Sandra Meister
Judy Mieding
Sonji Millet
Kimberly Muelver
Cynthia Muhar
Coreen Mutranowski
Lucas Nichols
Sandy Nichols
Roger Nickolaus
John Noll

Wayne Ohlheiser
Nathan Oines
Tracey Ortiz
Jane Pedersen
Marybeth Pelletier
Beth Perszyk
Mary Peter
Darlene Piwowarczyk
Dave Polacheck
Cathy Poole
Mark Priestaf
Timothy Probst
Anita Rabiega
Mary Frances Raynor
Mary Reich
Ann Richardson
Suzanne Richichi
Syed Rizvi
Renee Roble
Paul Rotzenberg
Lori Ruffing
Harry Savagian
Diane Schauer
Paul Schlecht
Valori Schmidt
Kathy Schnagl
John Shefchik
Pam Shefchik
Kathy Slama
Lynne Sobczak

Margaret Sobczak
Monika Sobic
Gary Sorensen
Donna Spars
Jody Stack
Samantha Sturn
Janis Stys
Adam Tabaka
Janet Tessler
Darrell Toth
William Tucknott
Debbie Urbanek
Susan Utley
Lynne Valentine
Linda VanDernoot
Rose Wallace
Cherie Wamser
Tom Wamser
Kevin Wandtke
Nancy Wang
Robert Welch
William Wenz
Judith White
Elizabeth Wilke
Matthew Wittenberg
James Wittlieff
Mary Yank
Alane Zimmermann
Bart Zwitter

COUNCIL ACTION REQUESTED

Motion to confirm appointments of inspectors of election and alternates as submitted for 2026-2027.

CLERKDEPT

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/02/2025
Reports and Recommendations	Motion to approve the Director of Health and Human Services to sign the 2025 Clear Channel Outdoor Media City of Franklin Health Department Contact.	ITEM NUMBER H.I. (a)
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. Additionally, through the FHD's most recent Community Health Assessment (CHA) process, mental health was identified as a top health improvement priority within the Franklin community. Analysis: The FHD utilizes a variety of communication methods to share community health messaging, including print media such as billboards. Clear Channel Outdoor Media is currently the only provider in outdoor marketing with billboards located within the Franklin city limits. FHD has available grant funding to support a mental health awareness billboard campaign during the 2025 holiday season. The billboard campaign will utilize messaging from the 9-8-8 Suicide & Crisis Lifeline to raise awareness for available mental health services running one message for eight weeks total. Four weeks on one side of a billboard, and then a subsequent four weeks on the other side of the billboard. The contract agreement has been sent to the City attorney for review. Fiscal Note: The contract total of \$3,150.00 will be paid by the American Rescue Plan Act (ARPA) grant. <u>COUNCIL ACTION REQUESTED</u> A motion to approve the Director of Health and Human Services to sign the 2025 Clear Channel Outdoor Media City of Franklin Health Department Contact.		

Health Department: LG



SALES CONTRACT

ACCOUNT EXECUTIVE

Inna Cromer
InnaCromer@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

5555 Ulmerton Rd
Clearwater, FL 33760

ORDER #1281275-ISG

City Of Franklin Health Dept - 988 Message

ADVERTISER

City Of Franklin Health Dept (#111373)
9229 Loomis Rd
Franklin, WI 53132

BILL TO

City Of Franklin Health Dept (#111373)
9229 Loomis Rd
Franklin, WI 53132

MILWAUKEE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Premiere Panel	#MKE001700 - Rawson Av NS 190ft W/O 27th St F/E - 1 - 12'3" x 24'6"	12/15/2025	4-Week	\$1,300.00	1.0	\$1,300.00
Display, Fixed	Premiere Panel	#MKE001701 - Rawson Av NS 190ft W/O 27th St F/E - 2 - 12'3" x 24'6"	1/12/2026	4-Week	\$1,300.00	1.0	\$1,300.00

PRODUCTION SERVICES

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Milwaukee: 12 x 24 vinyl	12/15/2025	1	\$550.00	\$550.00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	\$2,600.00
Production Services	\$550.00
TOTAL	\$3,150.00

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Milwaukee		908 Silvermail Rd, Pewaukee, WI, 53072		(773) 843-2000



TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below

"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials as each is defined in Section 4

"Campaign" shall mean the advertising services described in the Contract.

"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2

"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns

"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.

"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.

"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time

"Customer" shall mean the advertiser and any agency or buying service named in the Contract

"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.

"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information

"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign

"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered

"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign

"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s)

"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s)

"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed

2. PAYMENT

- a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing
- b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail
- c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing
- d. Payments made by credit card and virtual credit card may be subject to a surcharge
- e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less
- f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein
- g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

- a. Customer represents and warrants to Clear Channel that:
 - (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations
 - (2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party; (ii) does not contain libelous material; and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations
 - (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
 - (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel

3.2 OF CLEAR CHANNEL

- a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract; and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed
- b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
- c. Clear Channel shall furnish to Customer proof of performance as follows: (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report; (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes; (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs; and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract
- d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations
- e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed
- f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination," provided that in all cases illumination hours will be limited to those hours prescribed by applicable law
- g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news
- h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE

3.3 SANCTIONS COMPLIANCE

- a. OFAC Representation: Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law
- b. OFAC Compliance: Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of or redirect the Advertising Materials or any portion of the Advertising Materials or advertising content to or via an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

- a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
 - The US Foreign Corrupt Practices Act 1977, and
 - Any other applicable local, state, federal or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws")
- b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance with Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

- a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight, tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2. NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion, cease providing advertising services via the CC Portal.

4.3. FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline; however, Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4. QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5. IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6. ARCHIVAL MATERIAL AND RIGHT TO USE

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7. RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law, but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual, non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses, including without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel, nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

- g The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof
- h This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.



TERMS AND CONDITIONS FOR PRODUCTION AND/OR CREATIVE DESIGN SERVICES

These Terms and Conditions ("Terms") govern the provision of production and/or creative design services (the "Services") by Clear Channel Outdoor LLC ("CCO") to you ("Customer") if you are entering into these Terms on behalf of a company you represent and warrant that you are an authorized signatory for your company and all subsequent references to "you" shall mean the company on whose behalf you are agreeing to these Terms. Your use of the Services constitutes your acknowledgment that you have the legal authority to bind yourself to these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Services. These Terms are incorporated into the contract between CCO and Customer for Services (the "Contract").

1. Services, Content, Production and Delivery.

a. **Services** CCO shall deliver the results of the production and/or creative design services (the "Deliverables") as set forth in the Contract. Customer shall deliver any Customer Content to CCO by such deadline as required by CCO. All Customer Content shall meet any formatting requirements or other technical specifications provided by CCO. CCO may require additional time for the delivery of Customer Content as required under the circumstances or if the Customer Content does not conform to CCO's formatting requirements and technical specifications. If CCO is providing creative design services, CCO agrees to provide up to three (3) sets of revision at no cost to Customer. Any further creative work undertaken by CCO shall incur additional fees at CCO's then standard rates. "Customer Content" means all materials, information, artwork, images, displays, illustrations, reproductions, and similar information provided by Customer for use in the preparation of and/or incorporation in the Deliverables. "Production Services" refers to the services associated with printing the advertising creative on vinyl or other material. "Creative Design Services" refers to the services associated with creating and designing content and imagery for the advertising creative.

2. Customer's Obligations

For Services provided hereunder, Customer agrees to promptly: (a) provide clear instructions and Customer Content to CCO within the timeframe requested by CCO; (b) provide Customer Content in a format and resolution reasonably required by CCO; (c) provide finished and proofread Customer Content in a form suitable for reproduction or incorporation into the Deliverables; and (d) proofread Deliverables. At various stages throughout the Term of this Contract, CCO may ask Customer to confirm acceptance of any aspect of the Deliverables. Acceptance is important as it will be relied on by CCO in the course of fulfilling its obligations under this Contract. Any modification, change or update (collectively, "Modification") by Customer to any aspect of the Deliverables after Customer's acceptance may affect the Fees and result in the delay of completion of the final Deliverables. Any such Modification shall not relieve Customer from any obligations under any other Contract between Customer and CCO.

3. Fees; Invoicing

In consideration of Customer's receipt of the Services hereunder, Customer shall pay the applicable fees invoiced by CCO (the "Fees"). Customer shall pay any additional charges for changes to the Services or Deliverables requested by Customer which are outside the scope of Services. In the event of any such changes, CCO may extend or modify any delivery schedule or deadline noted on the Contract. CCO will invoice Customer on a monthly basis in arrears for the Fees which shall be due and payable 15 days from the receipt of invoice. Payments made more than 15 days after the due date will be subject to a past due charge of 1.5% per month (or the highest amount permitted by law, whichever is less). The Fees exclude applicable taxes for the Services performed by CCO in accordance with these Terms.

4. Intellectual Property Rights

All Services provided by CCO hereunder shall be for the exclusive use of Customer. Customer acknowledges and agrees that CCO Materials are a valuable asset to CCO and such materials are and shall remain the sole and exclusive property of CCO. Notwithstanding the foregoing, and subject to Customer's payment of all Fees for the Services, CCO grants Customer a non-exclusive, worldwide, royalty-free license to use any CCO Materials incorporated into the Deliverables solely for utilizing the Deliverables for their intended purpose. Except for the rights expressly granted herein, this Contract does not transfer from CCO to Customer any CCO Materials or other intellectual property of CCO, and all rights, titles and interests in and to the same shall remain solely with CCO. "CCO Materials" means any data, images, programming, computer code, proprietary software, methodologies, techniques, tools, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials made, conceived, licensed, or developed by CCO prior to the effective date of the Contract, or after the effective date of the Contract and outside the scope of the Contract.

Subject to full payment under this Contract, all intellectual property rights to any Deliverables (but expressly excluding rights to Third Party Materials and CCO Materials) developed by CCO pursuant to this Contract shall belong to Customer. OWNERSHIP TO THE DELIVERABLES IS VESTED WITH CUSTOMER ONLY WHEN FULL PAYMENT IS RECEIVED BY CCO. CCO IS THE OWNER OF ALL MATERIALS CREATED FOR CUSTOMER UNTIL FULL AND FINAL PAYMENT IS RECEIVED. Such Deliverables shall be deemed to be a "work made for hire." To the extent any such Deliverable is determined not to be "work made for hire," CCO hereby irrevocably and exclusively assigns, transfers and conveys to Customer all intellectual property rights in and to any and all such Deliverables.

It is agreed by CCO and Customer that any Third-Party Materials must be approved and purchased or licensed by Customer. Customer shall assume responsibility for and ownership of all purchased Third-Party Materials. Any costs related to Third-Party Materials shall be deemed Fees under the Contract. After the Deliverables have been delivered to Customer, CCO will not be held liable or responsible for any unlawful use or alteration of Third-Party Materials by Customer. "Third-Party Materials" means proprietary third-party materials which are incorporated into the Deliverables, including without limitation stock photography and illustration.

5. Representations and Warranties; Disclaimer

a. **Customer Representations and Warranties** Customer represents and warrants that: (i) Customer has full corporate power and authority to enter into this Contract and to carry out its obligations hereunder; and (ii) any Customer Content furnished by or on behalf of Customer to CCO for inclusion in the Deliverables are owned by Customer (or Customer has permission from the rightful owner to use such materials) and will not violate, infringe, or misappropriate any rights of any third party, and Customer will hold harmless, protect and defend CCO and its subcontractors from any suit or claim arising from the use of such materials.

b. **CCO Representations and Warranties** CCO represents and warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) except for Third Party Materials and Customer Content, the Deliverables shall be the original work of CCO and, to the best of CCO's knowledge, the Deliverables do not infringe the rights of any party and will not violate the rights of third parties.

c. **No Other Warranties** TO THE EXTENT PERMITTED BY LAW, CCO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Indemnification

a. **By CCO** CCO shall defend, hold harmless and indemnify Customer, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "Customer Indemnitees") from and against any losses, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Damages") incurred by the Customer Indemnitees from any claim of a third party resulting from CCO's breach of any representation, warranty or covenant in this Contract.

b. **By Customer** Customer shall defend, hold harmless and indemnify CCO, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "CCO Indemnitees") from any and all Damages incurred by the CCO Indemnitees from any claim of a third party resulting from (i) Customer's breach of any representation, warranty or covenant in this Contract, (ii) CCO's use of Customer Content, and (iii) use by Customer of Third Party Materials or Deliverables beyond their intended and authorized use.

7. Limitation of Liability; Disclaimer

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY HEREUNDER EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THESE TERMS REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term; Termination

a. **Term** The Contract shall continue in effect until the completion of the Services.

b. **Termination by CCO** The Contract may be terminated by CCO if: (i) Customer breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach, or (ii) any monies to be paid by Customer to CCO are past due by more than 30 days. Upon any termination under this section, CCO shall be compensated for the Services performed through the effective date of termination.

c. **Termination by Customer** The Contract may be terminated by Customer if CCO breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach. Upon such termination, CCO shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a refund of any fees pre-paid for Services and Deliverables not provided prior to the effective date of termination.

9. Miscellaneous

a. **Governing Law, Venue** It is agreed that the laws of the State of New York shall govern the construction and interpretation of these Terms and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to these Terms.

b. **Subcontracting** Customer acknowledges and agrees that CCO may use contractors and consultants to perform the Services hereunder, provided that CCO's use of a contractor or consultant shall not release CCO from any duty or liability to fulfill its obligations under these Terms.

c. **Assignment** Customer may not assign or transfer the Contract without first obtaining the written consent of CCO.

d. **Survival** The parties' rights and obligations under Sections 3, 4, 5, 6 and 7 shall survive termination or expiration of the Contract.

e. **Entire Understanding** These Terms and the Contract contain the entire understanding between the parties relating to the Services and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and CCO.

f. **Relationship** The relationship between Customer and CCO created by the Contract shall be one of independent contractors, and neither party shall be deemed an employee of the other for any purpose, nor shall anything contained herein be construed as constituting a partnership or joint venture between Customer and CCO.

g. **Waiver** The failure of CCO or Customer to enforce any of the provisions of these Terms shall not be construed as a general relinquishment or waiver of that or any other provision. The invalidity or unenforceability of any portion of these Terms shall not affect the remaining provisions hereof.

h. **Notices** All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and CCO at the addresses listed in the Contract.

i. Force Majeure. If either party is unable to fulfill its obligations hereunder or unable to fulfill its obligations in a timely matter as a result of a Force Majeure Event (excluding the failure to make payments as required hereunder), such failure will not be treated as a breach of the Contract, provided that the party promptly informs the other party of the reason or reasons for such delay. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder, or rebellion, a fire, flood, earthquake, pandemic, or similar act of God or a strike, lockout, similar labor dispute, or other factors or forces outside of the parties' reasonable control.

SIGNATURES

CITY OF FRANKLIN HEALTH DEPT

CLEAR CHANNEL OUTDOOR, LLC

Signature

Signature

Name

Name

Date

Date

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 12/02/2025

RESOLUTION NO. 2025-____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN THE 2025 CLEAR CHANNEL OUTDOOR MEDIA CITY OF FRANKLIN HEALTH DEPARTMENT 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, through the FHD's most recent Community Health Assessment (CHA) process, mental health was identified as a top health improvement priority within the Franklin community; and

WHEREAS, the FHD has available grant funding to support a mental health awareness billboard campaign during the 2025 holiday season to utilize messaging from the 9-8-8 Suicide & Crisis Lifeline and raise awareness for available mental health services,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the motion to sign the 2025 Clear Channel Outdoor Media City of Franklin Health Department is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Health Department is hereby authorized to execute the Clear Channel Outdoor Media City of Franklin Health Department Contract to raise awareness about mental health in the Franklin Community.

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 ____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/02/2025
Reports and Recommendations	Motion to 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.	ITEM NUMBER H.1. (b)
Background: The COVID-19 pandemic emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weakness and created new challenges to the U.S. public health infrastructure. Moreover, COVID-19 affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in some conditions and worsening others. This grant is intended to support public health's capacity to regain footing in these areas and accelerate efforts to better meet ongoing and future public health needs in the community we serve. The goals of the Public Health Infrastructure Grant are: 1. Support infrastructure improvements in the public health workforce 2. Support capacity of local public health department to implement foundational capabilities 3. Support improvements in local public health department data infrastructure This contract originally came to the Council in October of 2023. Since, the state has sent through an updated contract into two separate contract periods. The funding allocation is remaining the same as well as the grant project period through 2027. The contract has been sent to the City of Franklin legal counsel for review. Recommendation: The Director of Health and Human Services recommends approval to accept the updated State of Wisconsin Department of Health Services Local Public Health Department Public Health Infrastructure Grant to support infrastructure improvements in the public health workforce, capacity of implement foundational capabilities, and data infrastructure to support sustained efforts that position Franklin Health Department to better meet ongoing and future public health needs of our community. Fiscal Note: There is no fiscal impact associated with this updated contract. <u>COUNCIL ACTION REQUESTED</u> A motion to approve the Director of Health and Human Services to acceptance and execute the updated State of Wisconsin Department of Health Services Local Public Health Department Public Health Infrastructure Grant contract.		

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

Agreement Number: **61917-1**

Bureau of Procurement and Contracting (BPC) Review:

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

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

Name:

Title:

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Franklin HD
for
LPHD Public Health Infrastructure Grant

DPH Contract No.: 61917-1

Agreement Amount: \$121,402

Agreement Term Period: 12/1/2022 to 11/30/2027

GEARS Pre-Packet No: 2104 and 2106

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Lauren Gottlieb

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

Grantee Email: LLube@franklinwi.gov

Modification Description: Reducing profile 155820 to spend on the current contract period of 12/1/2022-11/30/2025 and moving the remaining funds to the contract period of 12/1/2025-11/30/2027. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin

Department of Health Services

Authorized Representative
Name

Title

Signature

Date

Grantee

Entity Name

Authorized Representative
Name
Lauren Gottlieb

Title
Director of Health and Human Services

Signature

Date

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

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

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

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

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	12/1/2022	11/30/2025	\$117,402

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155820	PH INFRASTR UCTURE - LHD		\$121,402	\$-4,000	\$117,402	N/A
					\$117,402	

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

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

GEARS Contract year: 2027

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	12/1/2025	11/30/2027	\$4,000

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155820	PH INFRASTRUCT URE - LHD		-	\$4,000	\$4,000	N/A
					\$4,000	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155820
FAIN	NE110E000050
Federal Award Date	9/25/2025
Sub-award period of Performance Start Date	12/1/2022
Sub-award period of Performance End Date	11/30/2027
Amount of Federal Funds obligated in the subaward	\$0
Total Amount of Federal Funds obligated	\$121,402
Federal Award Project Description	Strengthening Wisconsin's Governmental Public Health Infrastructure, Workforce, and Data Systems
Federal Awarding Agency Name (Department)	Department of Health and Human Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.967
Assistance Listings Name	CDC's Collaboration with Academia to Strengthen Public Health
Total made available under each Federal award at the time of disbursement	\$65,619,645
R&D?	No
Indirect Cost Rate	6.7%

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Strengthening Wisconsin's Governmental Public Health Infrastructure, Workforce, and Data Systems Funding: *Local Health Department Scope of Work*

Funding Summary

The COVID-19 pandemic emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Moreover, COVID-19 affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in some conditions and worsening others. Public health partners need the capacity to regain their footing in these areas and then accelerate their efforts.

CDC's *Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (PHI) funding* is meant to help address these needs by providing support for core infrastructure improvements in the public health workforce (A1), capacity to implement the Foundational Capabilities (A2), and data infrastructure (A3). Investments in these three strategy areas will have sustained effects that position recipient agencies to better meet ongoing and future public health needs of the communities they serve. The Wisconsin Division of Public Health (DPH) has received PHI Grant funding from the CDC and is passing through 40% of A1 Workforce funding to local and Tribal health department (LTHD) partners.

Wisconsin DPH Vision for PHI Grant

DPH's long-term goal is for our statewide governmental public health system to be equipped with the financial and human resources needed to provide all Foundational Capabilities¹ to every community in Wisconsin. Realizing this vision will be dependent on articulating both the anticipated positive human and economic impacts to investing in public health, and the exact type of investments required to realize those impacts across the State.

The Foundational Capabilities are the basic set of core functions that underlie the successful execution of governmental public health programs. They align with the Ten Essential Services and with accreditation; and they include the administrative, organizational, and operational skills and resources required to identify public health needs, design and evaluate programs to meet them, and manage the resources and diverse community partnerships required to implement those programs. Health departments that are equipped to provide the Foundational Capabilities will be more capable of meeting the unique population health needs of all people in Wisconsin.

DPH plans to achieve this goal include: (1) refining our definition of core public health services more concretely in FPHS terms; (2) quantifying the resources and staff

¹ "Foundational Capabilities" is a term developed by the Foundational Public Health Services model to describe the cross-cutting skills and functions required for successful operation of governmental public health agencies and the programs they implement. Please see [this overview of the FPHS model](#) for more information.

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required to implement them through a robust assessment of the governmental public health system; and (3) addressing identified gaps through strategic positions and actions that provide needed training, skills development, and application opportunities at both the State and local levels.

Available Funding

From Wisconsin's PHI award, the Department of Health Services (DHS) is allocating 40% of A1 (Workforce) funding to Wisconsin local and Tribal health departments, including \$16.8 million to local health departments (LHDs) and \$344,152 to Tribal health departments.

Local Health Departments: The State used a distribution formula for local health departments that includes 25% of the allocation as a base of \$50,189 per jurisdiction, 25% based on jurisdiction population, and 50% based on the Census Bureau's Community Resilience Estimate (CRE) score of individuals with three or more risk factors within the population. This adjustment serves to help direct additional resources towards areas with greater need. A spreadsheet of allocations by jurisdiction has been distributed via email and is available on the COVID-19 Resources PHHS SharePoint site.

Tribal Health Departments: Since there is no CRE data available for Tribes, developing plans for allocating the designated funds will be a collaborative process with Tribal partners. A separate Scope of Work will be made for Tribes, following that collaborative process. The remainder of this Scope of Work will therefore focus on LHDs.

Each jurisdiction is allowed to partner with other jurisdictions and redirect any portion of their funding to a different LHD if both/all parties desire to do so. In such circumstances, all involved jurisdictions should connect with the PHI Grant Manager prior to submitting their work plan or signing their contract and should ensure that the arrangement was approved by the PHI Grant Manager or designated contact and is reflected in all pertinent workplans. Should a jurisdiction wish to redirect any portion of their funding to a different entity after signing their contract, they will be able to do so but will be responsible executing and reporting to DPH on that subcontracting.

Over and above the A1 funding detailed above, all LTHDs that submitted a costing and capacity assessment by the September 8, 2023 deadline as set by WALHDAB and Rede Group will see an additional \$2,400 allocation to help offset that effort.

Funding Periods

Allocated funding is available for expenses incurred from December 1, 2022 through November 30, 2027. The funding will be made available through a single five-year agreement but split across two funding periods. The first funding period will be for December 1, 2022 through November 30, 2025. After this first funding period,

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remaining funds will be de-obligated from the first funding profile in the Grant Enrollment, Application, and Reporting System (GEARS) and re-obligated to a second funding profile; this second funding period will run through November 30, 2027. The PHI Grant Manager and Specialists will be in touch during year three as we navigate the transition and confirm details for the final funding period.

Funding Purpose

The key expected outcomes of this funding include: (1) the hiring, retention, and training of diverse staff with improved wages and protections, ideally in positions that directly support the Foundational Capabilities; and (2) the increased capacity of public health agencies to implement the Foundational Capabilities.

Optional Redirecting of Funds

In May 2023, LHDs were provided the opportunity to submit memoranda of understanding (MOUs) to the PHI Grant Manager indicating the intention to have DPH redirect PHI Grant funds to another LHD for the first funding period (12/1/2022 - 11/30/2025). LHDs will still have the opportunity to contract out with PHI Grant funds if they did not submit MOUs, but will need to direct those funds themselves rather than having DPH do so. As the transition to the second funding period approaches (Fall 2025), LHDs will have the opportunity to redirect all or a portion of their remaining PHI Grant funds; they will not, however, be able to decrease any previously redirected amounts (i.e., taking back a portion DPH had already redirected to another agency).

Allowable Expenses

In preparation for this grant opportunity, DPH received significant input from health officers and other public health partners across Wisconsin that informed the development of DPH's proposal. Options provided below for LHD consideration are aligned with the DPH's PHI A1. Workforce and A2. Foundational Capability strategies and are designed to be mutually reinforcing.

Although LHDs are encouraged to pick from these options where feasible, DPH intends to be as flexible as possible with the allocated funds to ensure maximum utility and impact. As such, LHDs that feel a desired activity cannot fit within the options outlined below may either: (1) visit the full spectrum of activity options provided by the CDC in the Notice of Funding Opportunity (NOFO) [Appendix 1: Sample Activities](#), or (2) create their own activity, so long as it clearly aligns with the stated Funding Purpose. In these cases, when providing the requested workplan, the LHD should choose "other CDC-provided activity" or "other LHD created activity" and then follow the prompts to provide an overview of the activity and, where applicable, how it aligns with the Funding Purpose.

NOTE: "Public health staff" as referenced throughout this document refers to any staff employed by or contracted with a local health department. Furthermore, activities included in eventual work plans could be delegated to or carried out by any type of public health staff, be they existing staff or new/contracted staff funded by PHI Grant

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dollars. Please note, however, that all recipients will be asked to report on the number and type of positions supported by PHI Grant dollars in any way (including sub-contracts); please incorporate this reporting need into the development of staff-planning.

Recruit and hire new public health staff

- ☐ Expand and improve recruitment efforts
- ☐ Improve hiring systems, practices, and support structures (e.g., create new or revise existing job descriptions, revise job pay scales, offer hiring incentives, establish or expand internships, fellowships, and related programs, including but not limited to the Area Health Education Centers (AHEC) Community Health Internship Program)
- ☐ Implement policies and practices that increase the diversity of applicant pools and the hiring, training, and retention of a diverse workforce

Retain public health staff

- ☐ Implement practices and policies that improve workplace culture and work-life balance for staff (e.g., hybrid work opportunities, retention incentives, sabbatical programs, promotional opportunities, leadership tracks, changing job classifications, etc.)
- ☐ Support existing staff time spent on Foundational Capabilities work (see objective, "Support the implementation of Foundational Capability work")
- ☐ Create/expand availability of leadership development opportunities
- ☐ Provide supplemental support to temporary staff (e.g., AmeriCorps members, etc.)
- ☐ Improve or establish retention practices

Support and sustain the public health workforce

- ☐ Expand employee well-being programs
- ☐ Strengthen employee engagement programs and methods
- ☐ Support staff participation in activities like strategic planning
- ☐ Expand staff involvement in professional networks

Train new and existing public health staff

- ☐ Support staff time to participate in DPH PHI Workforce Assessment; note that this is an individual-level staff assessment that will be implemented in mid- to late summer of 2023, and is separate from the agency-level costing and capacity assessment
- ☐ Cover staff time to participate in training related to Foundational Capabilities, including the development of leadership skills (e.g., covering the cost of a training course or offering tuition reimbursement, etc.)
- ☐ Support time and training costs for staff seeking to build deeper skill sets in strategic areas connected to the Foundational Capabilities, (e.g., data visualization, performance management/quality improvement, communications, partnership development, health equity/social determinants of health, etc.)

Strengthen workforce planning, systems, processes, and policies

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- ☐ Create or revise workforce development plan/strategies
- ☐ Create or modify staff positions or position descriptions to focus on key crosscutting workforce issues and/or Foundational Capabilities
- ☐ Support infrastructure needed to facilitate policy, systems, and environmental change work (e.g., human resource and other information systems, online recruitment and hiring portal, workforce training system, etc.)
- ☐ Support staff time to participate in the agency-level Costing and Capacity Assessment (above and beyond the amount afforded through the \$2,400 as described above), as well as other state and national assessments

Support the implementation of Foundational Capability work, focusing on areas of need or current gaps:

- ☐ Support time for staff to participate in accreditation or reaccreditation activities
- ☐ Support time for staff to strengthen or develop community partnerships
- ☐ Use evidence-based methods of garnering and integrating community voice, particularly in community health assessment and improvement plan processes
- ☐ Support efforts to align and/or integrate State Health Assessment and Improvement Plan priorities with local efforts, including the Community Health Assessment and Improvement Plan where relevant
- ☐ Support time for staff to implement community health improvement plan priorities
- ☐ Support time for staff to implement other work that is directly connected to implementing the Foundational Capabilities, and/or the capacity of the agency to implement the Foundational Capabilities in the long-term; grantees are encouraged to be innovative in identifying mechanisms to promote the development of these foundational skills within their workforce and agency as a whole
- ☐ Support the infusion of diversity, equity, and inclusion in programs, policies, or approaches; may include staff time required to review and revise these efforts, staff time required to implement these approaches, the implementation of a training program or paying for a consultant to provide related training, or other innovative approaches designed to infuse DEI within public health practice, as suggested by the FPHS model

Other objectives:

- ☐ Objective set by LHD that supports grant implementation
- ☐ Other LHD created activity that supports Funding Purpose
- ☐ Other CDC-provided activity (please specify from NOFO)

NOTE: In recognition of equity as a central component of the FPHS model and the State Health Assessment and Improvement Plan (SHA/SHIP), DPH also encourages jurisdictions to identify mechanisms to incorporate equity, the social determinants of health, and alignment with the SHA/SHIP within their PHI Grant activities where

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possible. DPH is available upon request to support jurisdictions in intentionally considering how to incorporate such an approach.

Important Notes Regarding Allowable Expenses

Per the NOFO, "recipients may use funds only for reasonable program purposes, including personnel, travel, supplies and services." Some costs associated with recruitment and hiring are allowable, including supplies and equipment needed to perform their jobs, personal protective equipment, data management, and other necessary supplies. The parameters related to allowable costs that might be implicated in proposed activities are outlined in 45 CFR part 75.

Additionally, please note that payments under this award will be subject to the provisions of:

- the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200), including the cost principles and restrictions on general provisions for selected items of cost.
- CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>

Payments from the PHI Funds may be used only to cover costs incurred by the LHD between December 1, 2022 and November 30, 2025 for this first funding period, and through November 30, 2027 overall.

Unallowable Expenses

Per the NOFO, funds may not be used for any of the following:

- Funds may not be used for research (detailed definition here).
- Funds may not be used for clinical care except as allowed by law.
- Generally, funds may not be used to purchase furniture or equipment (detailed definition here). Any such proposed spending must be discussed with DPH for review by CDC.

Additionally, funds may not be duplicative and supplanting grantee funds by replacing or releasing available local grantee funds for alternative uses is not allowed.

Reporting Requirements

Recipient LHDs will be required to submit the following reports by the dates specified below.

- Just as is required in current version of the DPH Consolidated Contract, the PHI Grant program requires that LHDs complete a quarterly reconciliation process to ensure that they are tracking their remaining balances and previously submitted expenses. In lieu of a detailed financial report, the PHI Grant Management Team

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will request a copy of the result of this reconciliation each quarter. This will allow us to ensure alignment and that LHDs are monitoring spenddown regularly.

- **Activity Selection and Project Workplan**

Within 60 days of initial contract receipt, the grantee will submit a response to the [LTHD Workplan Development Survey here](#). This response will constitute the workplan, which need not be lengthy but should provide a sufficient overview of intended plans and any anticipated needs for the 5-year duration of the contract. DPH will seek to use this information to ensure alignment with the NOFO and DPH workplans and to identify potential statewide needs for technical assistance (TA), consultation, or support. Please note that we are aware that plans are likely to change multiple times over the course of these two funding periods. Revisions to activities and workplans are acceptable and expected.

- **Progress Reports**

Required project reporting will occur semiannually through completion of a form provided by DPH. The template will ask for the following information:

- **Project Update:** This will be a short narrative description of progress made on workplan objectives/activities and staff (new or existing) supported by grant funds. This will include the requirement to attribute expenses submitted during the previous period to the objectives/activities in the workplan.
- **Needed Technical Assistance (TA):** Any request for support, consultation, and/or technical assistance to mitigate challenges and/or develop activities and concepts in support of grant objectives.
- **Annual Updates:** In every other semiannual report, jurisdictions will be asked to share examples of impacts, and will also be asked to identify any major changes in their intended use of funds for the upcoming year.

Reporting deadlines through the full five-year agreement:

- Year 1 Report A – *not required based on timing of release of funds*
- Year 1 Report B – due on 12/29/2023
- Year 2 Report A – due on 06/28/2024
- Year 2 Report B – due on 12/30/2024
- Year 3 Report A – due on 06/27/2025
- Year 3 Report B – due on 12/30/2025
- Year 4 Report A – due on 06/26/2026
- Year 4 Report B – due on 12/30/2026
- Year 5 Report A – due on 06/29/2027
- Year 5 Report B – due on 12/30/2027

- **Monthly GEARS Expenditure Reporting**

08/30/2023

- Just as is required in current version of the DPH Consolidated Contract, the PHI Grant program requires that LHDs submit monthly expenditure reports by the end of the month following the reporting period. See detailed instructions for submitting expenditure reports on [this page](#). Please note that reports should be submitted via email to DHS600CARS@dhs.wisconsin.gov and we ask that you copy DHSDPHPHIGrant@wi.gov on each submission.

Contacts

If you have any questions regarding this funding including allowable uses of funding, requests for purchasing of equipment, GEARS reporting requirements, or other questions, please send them to the shared PHI Grant Management Team inbox, DHSDPHPHIGrant@wi.gov.

Resources

[Quality Training Standards | Training Development | CDC](#) – All trainings should strive to adhere to CDC's Quality Training Standards and, when appropriate, to be made available through [CDC TRAIN](#).

Required Disclosures

Violations

Consistent with 45 CFR 75.113 LHDs must disclose, in a timely manner in writing to DHS and the US HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at addresses available from DHS.

Disclose, in a timely manner in writing to the prime recipient (pass through entity, WI DHS) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Judith Davis, Grants Management Specialist
Centers for Disease Control and Prevention
Office of Financial Services
2939 Flowers Rd
Atlanta, GA 30341
Email: xxg6@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

-- AND --

U.S. Department of Health and Human Services

08/30/2023

Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line)

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

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Department of Health Services
Division of Enterprise Services
F-03400 (07/2025)

State of Wisconsin

Attestation of Filing Assurance of Compliance (Form HHS 690)

As a condition of receiving new or continued federal funding from the U.S. Department of Health and Human Services (HHS), on or after April 16, 2025, domestic recipients, subrecipients, and contractors must file an Assurance of Compliance (Form HHS 690) with the HHS Office for Civil Rights (OCR).

This filing requirement aligns with Executive Order (E.O.) 14173 "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," which affirms, amongst other things, that contractual counterparties or grant recipients of federal funds must certify that it does not operate programs that violate any applicable Federal anti-discrimination laws.

In alignment with HHS policy, DHS, as the recipient of HHS funds, must ensure that all subrecipients and contractors receiving federal HHS funds through DHS attest that they have submitted Form HHS 690 to OCR.

HHS reserves the right to terminate financial assistance awards and claw back all funds if the recipients, during the term of this award, operate any program in violation of Federal anti-discriminatory laws or engages in prohibited boycott. Per the HHS Grants Policy Statement, domestic recipients, subrecipients, and contractors are subject to these conditions.

By signing below, you certify that your organization has submitted Form HHS 690 to the HHS Office of Civil Rights.

Signature — Official Authorized to Sign Application:

_____ Date signed: _____

For (Name of Subrecipient or Contractor) (printed):

_____ Date signed: _____

Certificate Of Completion

Envelope Id: 02378694-7A5E-4073-9E69-4300CFB32410
Subject: 155820 - Franklin HD - LPHD Public Health Infrastructure Grant - 61917-1
Source Envelope
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator
Yvette Smith
201 East Washington Avenue
Madison, WI 53703
yvettea.smith@dhs.wisconsin.gov
IP Address: 165.225.59.57

Record Tracking

Status: Original
11/20/2025 1:40:48 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Yvette Smith
yvettea.smith@dhs.wisconsin.gov
Pool: StateLocal
Pool: DHS

Location: DocuSign

Location: DocuSign

Signer Events

Lauren Gottlieb
LLube@franklinwi.gov
Director of Health and Human Services
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/25/2025 9:48:22 AM
ID: dc9a7435-b0a8-411a-9f20-a377b1550b9d

Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Timestamp

Sent: 11/20/2025 1:41:32 PM
Resent: 11/25/2025 9:45:05 AM
Viewed: 11/25/2025 9:48:22 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DHS DPH Contract Routing
dhsdphcontractrouting@dhs.wisconsin.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 11/20/2025 1:41:31 PM

Carbon Copy Events

DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

Security Level Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Status****COPIED****Timestamp**

Sent 11/20/2025 1:41:31 PM

GEARS Contracts

DHSCARSContracts@dhs.wisconsin.gov

Wisconsin Department of Health Services

Security Level Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent 11/20/2025 1:41:31 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/20/2025 1:41:31 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

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

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

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

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

To request paper copies from Wisconsin Department of Health Services

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

To withdraw your consent with Wisconsin Department of Health Services

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 2, 2025
REPORTS AND RECOMMENDATIONS	Request Common Council Approval for the Fire Department to enter a long-term preventive maintenance plan for its five Stryker Cots and three Power Loads for patient transports	ITEM NUMBER 25.1.(c)
Background: The fire department has five Stryker Cots amongst our four ambulances and UTV and three Power Load systems on our front-line ambulances. The cots help transport patients to and from their homes and facilities into the ambulances and hospitals. The Power Load systems are what the cots are cradled in inside ambulances and help lift the patients into the ambulances to help reduce back injuries and increase patient safety. The cots and Power Load devices are mechanically and electronically complex, and require annual preventive maintenance and programming. Currently the departments last contract expired and we are requesting to extend it for two years where we then can get all of our Stryker cots, Power Loads, and LUCAS devices on one agreement starting in 2028. Financial Note: Currently the investment for this contract is included in the existing fire department operating budget line (01-0221-5242 <i>Equipment Maintenance</i>). Stryker, the manufacturer/distributor is offering a two-year agreement, that collectively covers our annual preventative maintenance and programming for all five cots and three Power Load devices for a term of 24 months. Having preventative maintenance ensures our equipment is at the ready and that we are allowing our equipment to last its full-service life. The agreement would fully cover the devices through 2027 at an annual cost of \$3,092.00 and funding is currently included in our 2026 operating budget.		
COUNCIL ACTION REQUESTED Motion to 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.		



2 Year PM

Quote Number 11210411
Version 1
Prepared For FRANKLIN FIRE DEPT
Attn:

Rep Alex Yde
Email
Phone Number

GPO Vizient

SMK Service Rep Name Austin Yde
SMK Service Rep Email austin.yde@stryker.com

Quote Date 11/07/2025
Expiration Date 01/31/2026
Contract Start 01/01/2026
Contract End 12/31/2027

Delivery Address

Name FRANKLIN FIRE DEPT
Account # 20138844
Address 8901 W DREXEL AVE
FRANKLIN
Wisconsin 53132-9725

Sold To - Shipping

Name FRANKLIN FIRE DEPT
Account # 20138844
Address 8901 W DREXEL AVE
FRANKLIN
Wisconsin 53132-9725

Bill To Account

Name FRANKLIN FIRE DEPT
Account # 20138844
Address 8901 W DREXEL AVE
FRANKLIN
Wisconsin 53132-9725

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1 0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	24	1	\$632.00	\$632 00
2 0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	24	1	\$1,008.00	\$1,008 00
3 0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	24	1	\$1,008.00	\$1,008 00
4 0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	24	1	\$1,008.00	\$1,008 00
5 0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	24	2	\$632.00	\$1,264 00
6 0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	24	2	\$632.00	\$1,264 00

ProCare Annual Payment \$3,092 00

Price Totals:

Grand Total: \$6,184.00



2 Year PM

Quote Number	11210411		
Version	1		
Prepared For	FRANKLIN FIRE DEPT	Rep	Alex Yde
	Attn	Email	
		Phone Number	
GPO	Vizient	SMK Service Rep Name	Austin Yde
		SMK Service Rep Email	austin.yde@stryker.com
Quote Date	11/07/2025		
Expiration Date	01/31/2026		
Contract Start	01/01/2026		
Contract End	12/31/2027		

_____	_____	_____	_____
Authorized Customer Signer (Printed)	Date	Stryker Authorized Signature (Printed)	Date

_____	_____	_____	_____
Authorized Customer Signature	Date	Stryker Authorized Signature	Date

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a written agreement governing the purchase/sale of goods and/or services.

2- 2010

Starting Balance:

\$6,184.00

Date	Payment	Balance
01/01/2026	\$3,092.00	\$3,092.00
01/01/2027	\$3,092.00	\$ -

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1 0	650605550003	PROCARE-SVC-POWERPRO	2211020700037
2 0	639005550001	PROCARE-SVC-POWER-LOAD	2001012400183
3 0	639005550003	PROCARE-SVC-POWER-LOAD	2305012700102
4 0	63900000000	PROCARE-SVC-POWER-LOAD	1909003400353
5 0	65000000000	PROCARE-SVC-POWERPRO	110641222
5 0	65000000000	PROCARE-SVC-POWERPRO	090540783
6 0	65060000000	PROCARE-SVC-POWERPRO	160539471
6 0	65060000000	PROCARE-SVC-POWERPRO	141141425

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote

ProCare® Services

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent.** You will have confidence in your device's state of readiness along with these additional benefits of your service plan.



Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.



Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.



Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

• Additional Preventive Maintenance:

Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.



Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.



Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.



Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

3800 E Centre Avenue
Portage, MI 49002 USA

stryker.com

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 2, 2025
REPORTS AND RECOMMENDATIONS	Request Council approval for the Fire Department to purchase all fitness equipment for all three fire stations using the Federal Emergency Management Administration (FEMA) Assistance for Firefighters (AFG) Grant that was granted to and accepted by the Franklin Fire Department.	ITEM NUMBER 5.1. (d)

Introduction:

The fire department applied for a Fiscal Year 2024 FEMA Assistance for Firefighters Grant (AFG) for \$67,762.45 (minus required 10% local match) to replace our current health and fitness equipment at all three (3) stations that is outdated, partially inoperable, and in some cases unsafe and to improve our comprehensive health and wellness program by adjusting our firefighter physicals to meet the standards outlined in NFPA 1582 to yearly physicals instead of currently bi-annual. Each of our three (3) stations will have replacement strength and cardio equipment that will be identical from station to station and meet the requirements of NFPA 1580 and 1582 and the needs of our firefighter-paramedics. It is essential to keep our firefighter-paramedics at the ready, and projecting health and wellness both physically and mentally. The fire department was recently notified that the grant has been funded and the City accepted the award. We are requesting to move forward with the purchases of the fitness equipment with the funding allocated within our 2025 Capital Improvement budget request that has also been moved in 2026.

Background:

Our employees are the Department's greatest strength and most valuable resource, and keeping our employees at the ready both physically and mentally is just as equally important. We would like to move forward with the following purchases from REP Fitness and Johnson Fitness. We did several comparisons prior to applying for the grant on which companies we would go with to include taking in consideration businesses that were local, discounts that could be offered based on the quantities ordered, the line of equipment sold, and the impact each company has within the community while following the FEMA AFG rules and regulations.

The total amount for the REP Fitness purchase would be \$29,950.51 and the Johnson Fitness purchase would be a total of \$32,041.00. These purchases will update our donated, piecemealed, dilapidated, second-hand, unmaintainable workout equipment at our three stations with new cardio equipment (treadmill, stair climber, and bike) from Johnson Fitness a local company that was great to work with on finding the needed equipment for our members and weight-lifting equipment from REP Fitness who gives back to youth fitness programs and offered a 20% off discount to save us over \$7,000 on our purchase. This equipment purchase would allow an opportunity to stay fit for duty while being able to work out together for team building, stress relief, and overall physical and mental health sustainability.

COUNCIL ACTION REQUESTED

Motion to 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.



INVOICE #D39763

Complete your purchase

Complete your purchase

or Visit our store

Order summary



Slam Balls × 3
10 lb

\$104.97



Slam Balls × 3
20 lb

\$134.97



Slam Balls × 3
33 lb

\$164.97



Slam Balls × 3
44 lb

\$209.97



Colorado™ Bar - 20kg × 6
Hard Chrome, Hard Chrome

\$1,799.94



Spring Clips × 9

\$197.91



Kettlebells (lb) × 6
20 lb

\$293.94



Kettlebells (lb) × 6
30 lb

\$395.94



Kettlebells (lb) × 6
40 lb

\$449.94



Kettlebells (lb) × 6
50 lb

\$689.94



Black Bumper Plate Sets (LB) × 3
1975

\$1,337.97



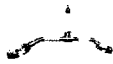
Hex Dumbbell (LB) Sets × 3
5-50 lb

\$3,299.97



Performance Package × 3

\$524.97



Pro Series Neutral Grip Lat Bar × 3

\$269.97



Pro Series Triangle Row Attachment × 3

Pro Series Triangle Row

\$194.97



Resistance Bands × 3

Set

\$209.97



Rubber Coated Olympic Plate Sets × 3

245lb Set

\$1,913.97



Sleeve Battle Rope × 3

2" x 20' x 30ft

\$389.97



Ares™ - 2.0 Cable Machine Attachment (6-Post Series) × 3

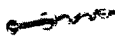
5000 / 80 / 30 + 10

\$8,999.97



Exercise Mat × 22

\$879.78



Curl Bar × 3

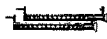
Clamp

\$479.97



AB-4100 Adjustable Weight Bench × 3
Matte Black

\$1,199.97



Flip-Down Safeties × 3
5000 / 30"

\$719.97



Standard J-Cups 2.0 × 3
5000

\$269.97



PR-5000 Rack Uprights × 3
Pair / 8' / Matte Black

\$689.97



PR-5000 Rack Uprights × 3
Set / 8' / Matte Black

\$1,379.94



Storage Uprights × 6
5000 / Matte Black

\$779.94



Weight Storage Horn Sets × 3
5000

\$929.97



Compact Logo Plate Crossmember × 3

\$359.97



PR-5000 Crossmembers × 3
Set / 10 / Matte Black

\$659.94



PR-5000 Crossmembers × 3
Set / 30 / Matte Black

\$779.94



Ball & Plate Storage Shelf × 3
5000

\$500.97



Dumbbell Storage Shelf × 9
5000

\$1,250.91



Storage Feet × 6
5000

\$569.94



Multi-Grip Pull-Up Bar × 3
5000

\$479.97



Landmine × 3
5000

\$299.97



Spotter Arms × 3
5000

\$719.97

 **Trap Bar × 3**

\$899.97

Discount  FACILITY **-\$7,087.05**

Subtotal **\$28,348.20**

Shipping **\$1,602.31**

Estimated taxes **\$0.00**

Total **\$29,950.51 USD**

You saved \$7,087.05

Customer information

Shipping address

Shannon Anthoine
City of Franklin Fire Department
8901 W Drexel Ave
Franklin WI 53132
United States

Billing address

Shannon Anthoine
City of Franklin Fire Department
8901 W Drexel Ave
Franklin WI 53132
United States

Shipping method

Freight
\$1,602.31

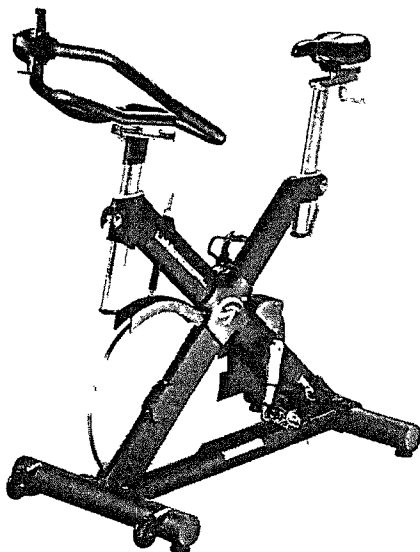
If you have a question, please reply to this email or contact us at info@repfitness.com



JOHNSON
COMMERCIAL FITNESS

Lemond Rev Pro Spin Bike

HOIST® LeMond® Series exercise bikes are designed in partnership with three-time Tour de France champion, Greg LeMond. Built for use in commercial or home settings, the next generation LeMond RevMaster offers you some great upgrades to the classic model. For maximum riding comfort, the narrower crank design replicates the geometry of a great road bike. New Cam handles and increased adjustment ranges to seat and handlebars create the best custom fit available and gives you greater muscle involvement.



HOIST
FITNESS

PRODUCT FEATURES

- Secured seat clamp: Bottom seat post lock keeps users from sliding seat post completely off the bike for added safety and security
- The RevMaster frame is made using a 17-step manufacturing process for quality and durability
- Next Generation X-Frame: Gives you a better ride and allows easy access to all seat, height and handlebar adjustments. Plus – new Bottom bracket cartridge has a 2-piece design for modular service
- Cam Handles: Comfortable and easy to use, offers quicker adjustments without the hassle of pop-pins and threaded handles
- More Adjustment Ranges: Allows a better fit with more comfort.
- Improved Corrosion Resistance: New Aluminum components
- Fender With Integrated Brake Assembly: Provides improved braking and doubles as a moisture guard
- Kevlar Belt: A Kevlar belt instead of a chain. The result is a smooth and QUIET ride. Brake and Resistance: Designed for ease of use, the resistance knob adjusts easily. Just turn the knob to adjust (increase or decrease) the intensity of your workout. By simply pressing down on the same knob, the braking system activates quickly and safely. Micro turn adjustment allows for smooth, safe transitions to higher intensity levels

JOHNSON
COMMERCIAL FITNESS

T600 Treadmill

The advanced T600 treadmill combines performance, durability and contemporary style to elevate the exercise experience. A powerful motor and an extra-large running surface accommodate hard workouts, and heavy-duty components stand up to the toughest environments for years. Perhaps best of all, the refined styling of the frame and console will make the T600 an attention-grabbing highlight of your fitness offering.



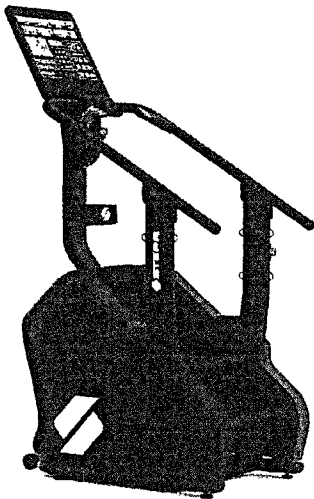
PRODUCT FEATURES

- Powerful, reliable 4.2 hp AC Dynamic Response Drive system stays in rhythm with every step, even during the most intense runs
- Clear feedback. A bright white LED console provides easy-to-read workout feedback to keep users on track for their goals.
- Expanded 60" x 22" running surface lets exercise enthusiasts of all kinds sprint comfortably.
- Heavy-gauge welded steel frame provides excellent stability and durability
- Nine preset workout programs, including heart rate training.



STEPR Pro Classic | LED Console

The STEPR PRO LED Console is the Ultimate Stair Climbing Solution. Offering a larger PRO 7" Floating Step height, enhanced surface area to accommodate any foot size, a wireless phone charger, and robust frame for tougher workouts. Up to 190 Steps per minute (SPM) to allow for advanced HIIT training and overbuilt commercial grade frame and hardware.



STEPR

PRODUCT FEATURES

- Full 7" Floating Step with enhanced surface area to accommodate any foot size
- Up to 190 Steps per minute (SPM) to allow for advanced HIIT training
- Overbuilt commercial grade frame and hardware
- Quick & Intuitive LED Console allowing for get on & go action!
- Compatibility to the STEPR dedicated mobile stair climbing app with Coach Lead On-Demand Classes & more (**coming soon*). No membership or subscription required
- Still with STEPR's Compact Footprint (32.6" W x 52.7" D x 85.8" H)
- Floating Step Design allows almost any foot size
- STEPR Strength & Resistance Anchor Points for more than just stepping
- Industry Leading Safety Features with auto sensing features, multiple emergency stops and a laser safety feature to ensure peace of mind
- Multiple Patent Pending Design with stair climber features you won't find anywhere else
- STEPR PRO HITS DIFFERENT WITH 35% HIGHER STEP & 46% MORE STEP SURFACE AREA - THAN THE ORIGINAL STEPR**
- WARRANTY Limited Light-Commercial Warranty that includes 10-Year Frame, 3-Year Parts & 2-Year Labor

JOHNSON
COMMERCIAL FITNESS



Johnson Fitness & Wellness

Peter Perron (4071)
2000 South Sylvania Avenue
Suite 106
Sturtevant, WI 53177-2161
Phone: (262) 886-3810
Fax: (262) 886-3857
Email: yorkville@johnsonfit.com

Quote

Quote Order **151-001963**

Date **12/18/24**

Ship To Information

Franklin Fire
Shannon Anthoine
9229 W. Loomis Rd
Franklin, WI 53132

Home: (414) 531-2353

Email: santhoine@franklinwi.gov

Bill To Information

Franklin Fire
Shannon Anthoine
9229 W. Loomis Rd
Franklin, WI 53132

Home: (414) 531-2353

Email: santhoine@franklinwi.gov

Expiration Date: 9/25/2025

Terms: Prepaid

Qty	SKU	Description	Delivery Method	Tax	Your Price	Ext. Price
		<u>Commercial Rated - New</u>		☐		
3	LMRevPro-A	Lemond Rev Pro Spin Bike w/ Dual Sided Pedals Worry-Free Protection Plan Declined	Deliver	☐	\$1,399.00	\$4,197.00
				☐		
3	VFT600-03-V	Vision Fitness T600-03 Treadmill (V) Worry-Free Protection Plan Declined	Deliver	☐	\$4,499.00	\$13,497.00
				☐		
3	STEPR-Pro	STEPR PHT Pro Classic LED Console Worry-Free Protection Plan Declined	Deliver	☐	\$4,299.00	\$12,897.00
				☐		
				☐		
				☐		
58	DEL-MISC	ANY ADDITIONAL LABOR	Deliver	☐	\$25.00	\$1,450.00
				☐		
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Special Instructions:

Lemond Warranty: 3 Years Parts & 1 Year Labor
Vision Fitness Warranty: 5 Years Parts/Electronics & 2 Years Labor
STEPR Warranty: 3 Years Parts/Electronics & 2 Years Labor

Item Total: **\$32,041.00**

Tax: **\$0.00**

TOTAL: **\$32,041.00**



Thank you!

Johnson Commercial Fitness is committed to offering a one-source solution for all your commercial fitness needs backed by global stability with commitment to local customer service. From your Dream to our Design to Delivery our experienced professionals will ensure your project exceeds your expectations. Thank you for the opportunity to partner with you.

RYAN NIELSEN

Territory: Southern Wisconsin, Northern Illinois

Email: ryan.nielsen@johnsonfit.com

Phone: 262-328-4566



MULTI HOUSING
Apartments, condos, student housing, senior centers, assisted living, student housing, JCCYM, etc.



EDUCATION
Universities, colleges, K-12 schools, middle schools, service performance



FITNESS + GYM
Gyms, health clubs, fitness centers, personal training studios, cycling studios, cross fit, martial arts



CORPORATE WELLNESS
Corporate fitness centers, wellness programs, health challenges, etc.



HOSPITALITY
Hotels, resorts, cruise ship, campgrounds and lodges



MEDICAL REHAB
Rehabilitation, physical therapy, occupational therapy, etc.



COMMUNITY REC
Community centers, parks & rec, etc.



MUNICIPAL
City, town, and village recreation centers, libraries, etc.

JOHNSON
COMMERCIAL FITNESS

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 2, 2025
REPORTS AND RECOMMENDATIONS	FIRE CHIEF TO PROVIDE AN UPDATE ON FIRE DEPARTMENT FACILITIES AND MOLD REMEDATION PROJECT AT FIRE STATION #1.	ITEM NUMBER H.2.

The mold remediation portion of the project has been completed by Kelmann Restoration. In preparation for environmental testing, air scrubbers / dryers are continuing to remove moisture and airborne contaminants from the "containment area", where black mold was removed. Photo documentation of this process is attached to this council action sheet.

Work Performed Since Last Update:

- All furnaces and ventilation ducts in both the containment area and the non-containment area were professionally cleaned to remove any traces of mold and other contaminants.
- A complete HEPA cleaning of all surfaces in the containment area was conducted following the ventilation duct cleaning. This process assures that any contaminants that were flushed from the duct cleaning process are safely removed from the interior of the fire station.
- Fire Department administration met with Leonard Tarnow of Johnson Controls and the masonry contractor who performed the tuckpointing and brick sealing to the exterior walls of the fire station earlier in the year. During water testing, Kelmann technicians noted a slight amount of water still leaking into areas above the steel lintel which supports the bricks to the top of the windows. This condition was found in all rooms that were opened up for mold remediation. Johnson Controls will be working with the contractor to begin reparations to the affected areas as soon as possible following the Thanksgiving holiday. A cost estimate of this work is not currently available. The scope of the original Johnson Controls contract will be reviewed by city and fire department administration to determine if this work is to be covered under warranty.
- Kelmann technicians evaluated the fire inspector's office in the southeast corner of the fire station (in the non-containment area) for signs of water leaks from the windows. The issues noted were determined to be due to a failure of the window assemblies themselves and not the structure. Slight moisture was also noted from an exterior HVAC vent above the false ceiling. The vent will be re-caulked on the exterior. Kelmann technicians did not note any visual indication of mold and this area will be subject to air testing to confirm the absence of mold.

Next Steps:

- A complete HEPA cleaning of all surfaces in the non-containment area will be performed. This will include the rear training room, dormitory areas, and fire inspector's office.
- Terracon Environmental consultants will be performing air quality testing and environmental sampling to confirm the effectiveness of the mold remediation. This testing will be conducted throughout the fire station and include both the containment and non-containment areas.

- The Johnson Controls masonry restoration contractor will be back to address the previous brick tuckpointing work with the expectation of sealing water leaks in all areas of concern. This work will begin in the dayroom and kitchen areas.
- The results of the environmental air testing and progress on sealing the remaining water leaks will weigh heavily on determining our next course of action and budgetary requirements to move forward in restoring fire department operations from Station #1.

Fire Department services continue to be impacted in the following ways:

- Fire and EMS crews have been temporarily relocated to other fire stations. Although coverage and response times are tolerable, the area surrounding fire station #1 is densely populated and exhibits a high demand for service. It is essential to restore the ability for fire department members to safely re-occupy Fire Station #1 as soon as possible.
- All public education activities and classes including: Public CPR, Stop the Bleed / First Aid and fire station visits have been suspended due to our only fire department classroom being uninhabitable. Fire Station #2 and #3 do not have classroom facilities.
- Fire department training activities for our staff and meetings with the public are also significantly affected due to the constraints listed above. Fire Station #2 and #3 do not have any conference rooms, offices or space available to conduct these activities. City Hall and the Franklin Public Library have graciously assisted with space for activities, however, their internal needs also place a great demand on meeting room space.

COUNCIL ACTION REQUESTED

Motion to accept the report and place on file.



12001 W Dearbourn Ave, Wauwatosa, WI
53226, USA
Phone: 414-774-3799

Photo Documentation

Claim Id**Date of Loss**

May 17, 2024

Date Claim Created

May 17, 2024

Type of Loss

Water

Project Manager

Juan Perez

Address

8907 W Drexel Avenue, Franklin,
Milwaukee County, WI, 53132

Policyholder Name

Franklin Fire Department

Policyholder Email

rmanke@franklinwi.gov

Policyholder Phone Number

(414) 427-7586

Claim Summary

Met onsite with Albert and Konrad this AM. They have a water issue on their north side of their building, affecting 4 offices. They want a proposal for a water test and locate the issue, as well as a scope of work for construction after remediation. No assignment needed at this time, John M is dropping off an air scrubber today in the meantime.

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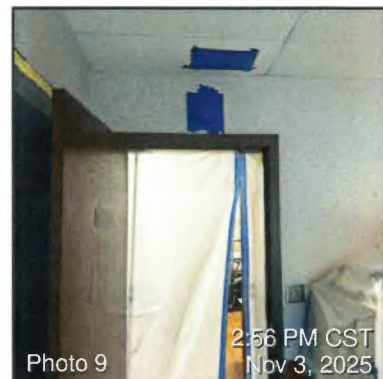
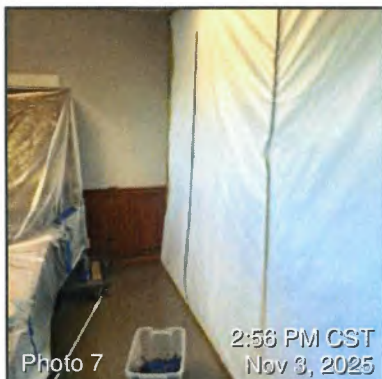
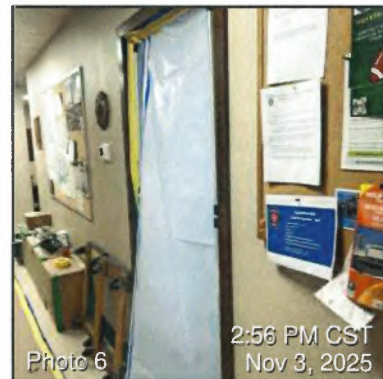
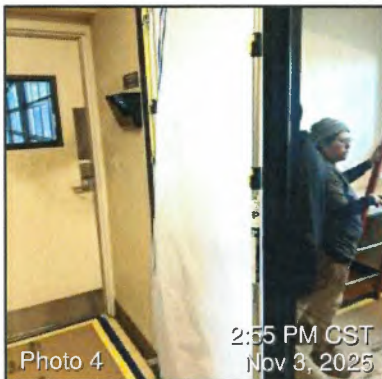
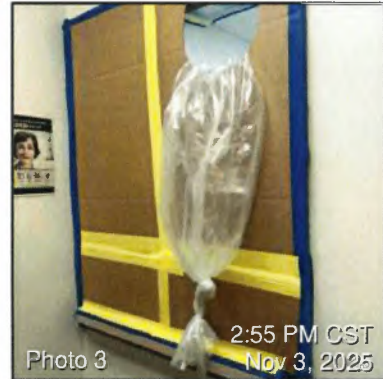
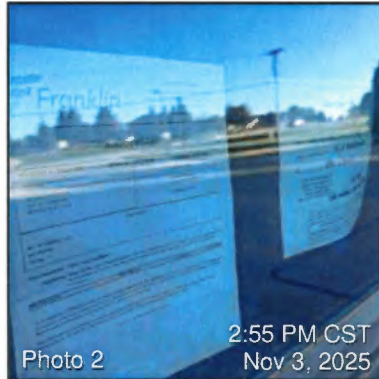
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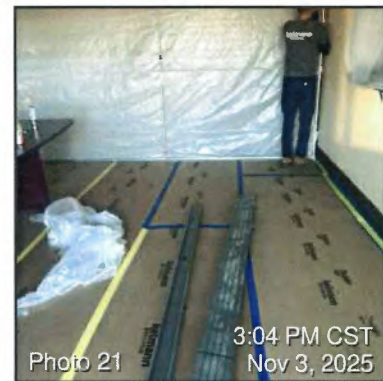
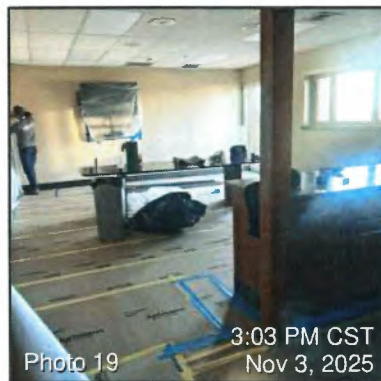
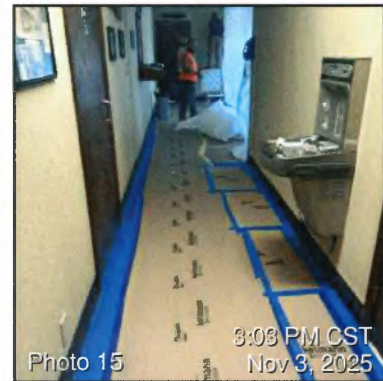
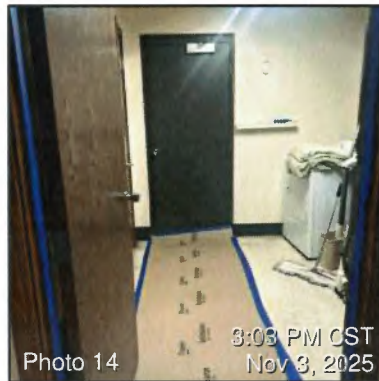
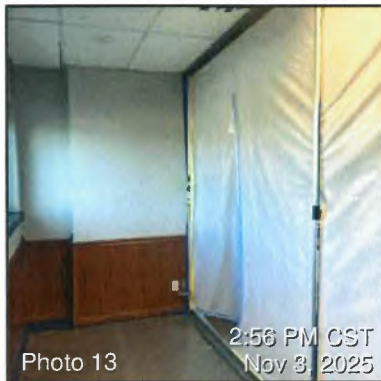
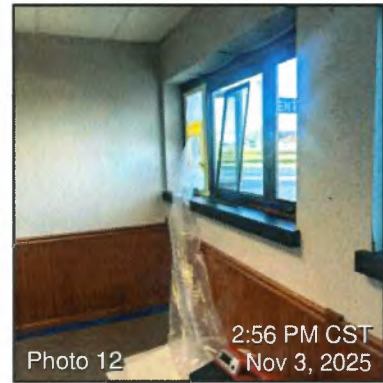
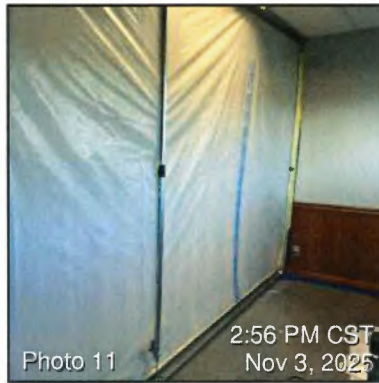
Overview Photos 31

Structure: Main Building

Main Building: General Photos

Overview Photos: General Photos





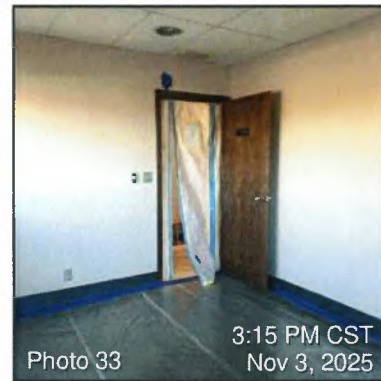
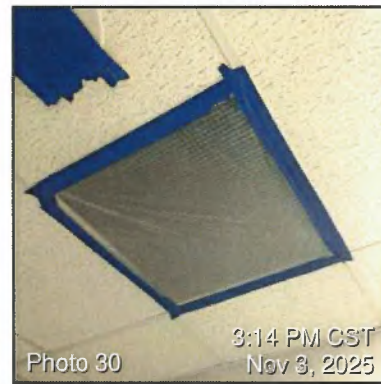
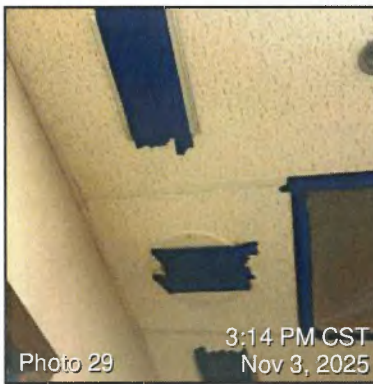
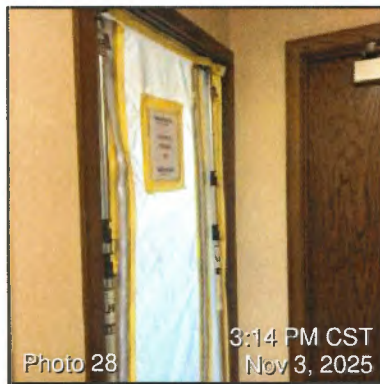
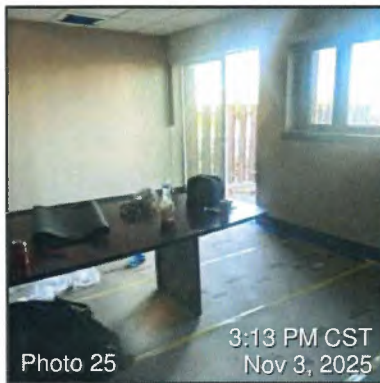




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Nov 3, 2025



Photo 35

3:35 PM CST
Nov 3, 2025



Photo 36

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Nov 3, 2025

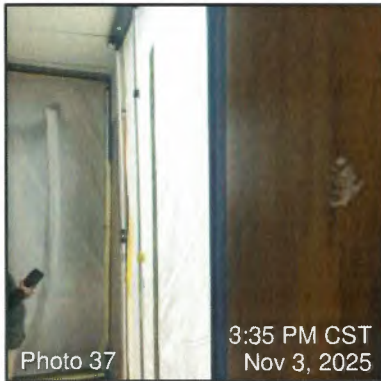


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Photo 38

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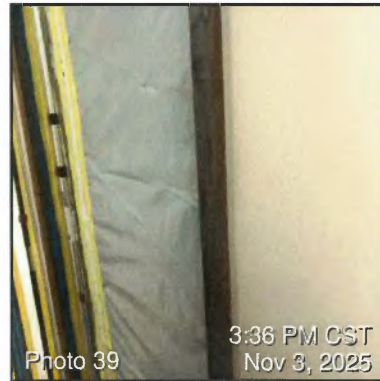


Photo 39

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Nov 3, 2025



Photo 40

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Photo 41

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Photo 42

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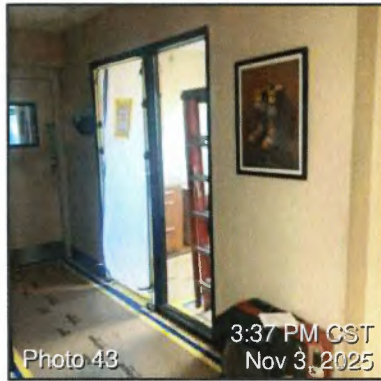


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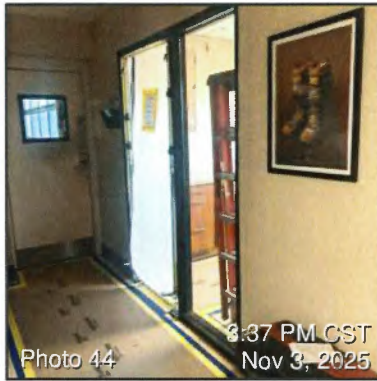


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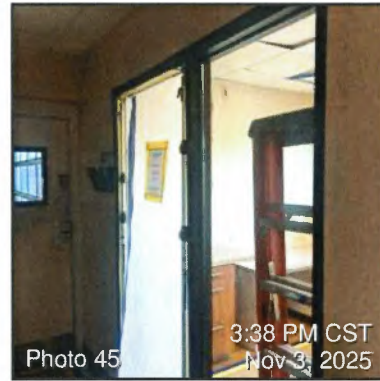
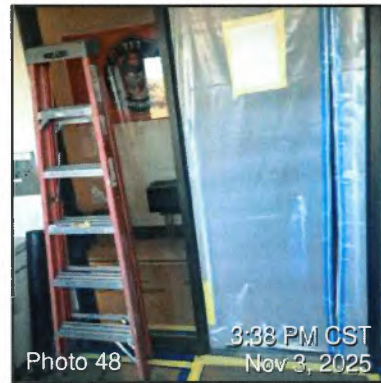


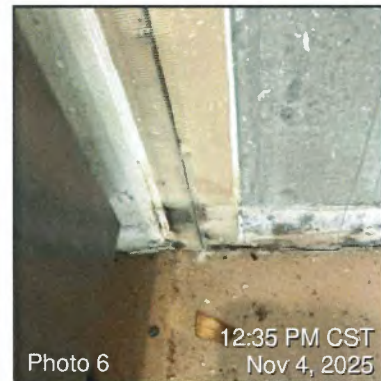
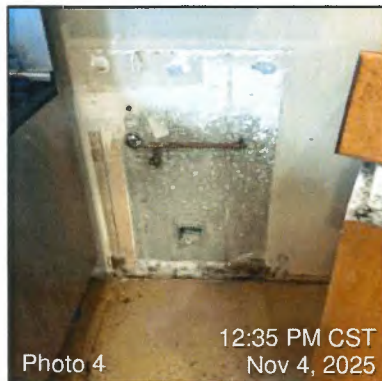
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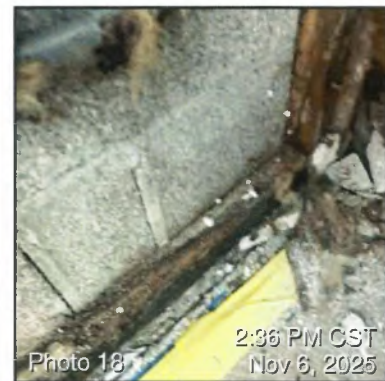
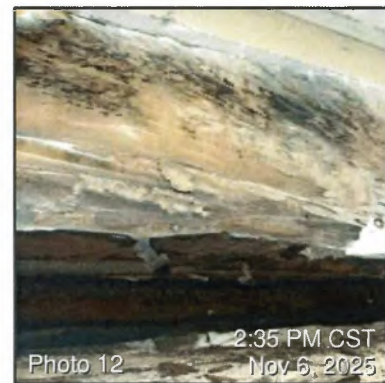
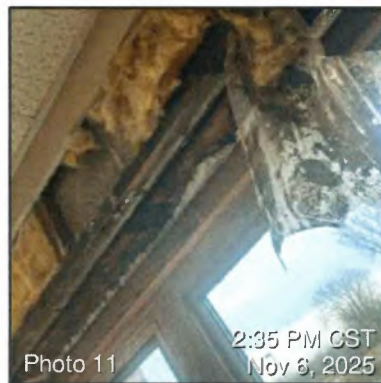
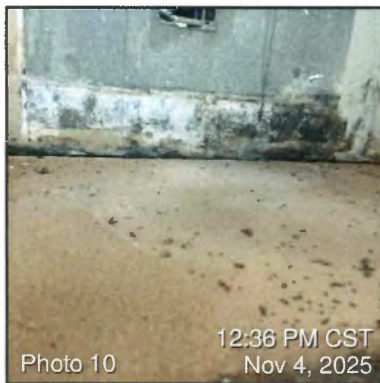
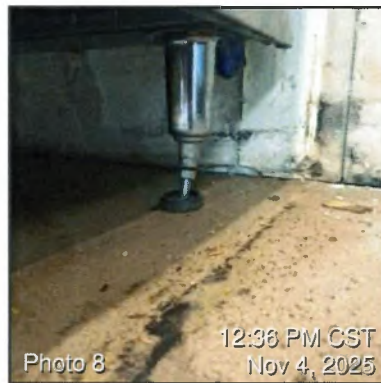
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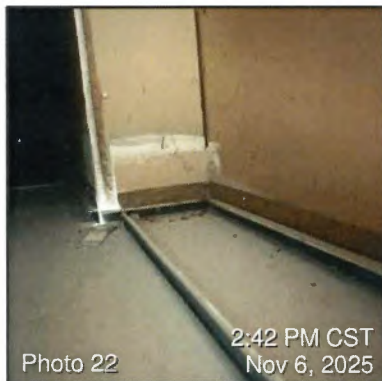
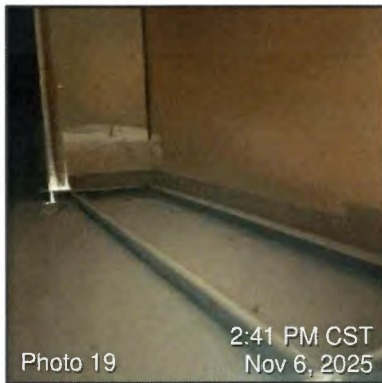


Main Building: Kitchen

Overview Photos: Kitchen



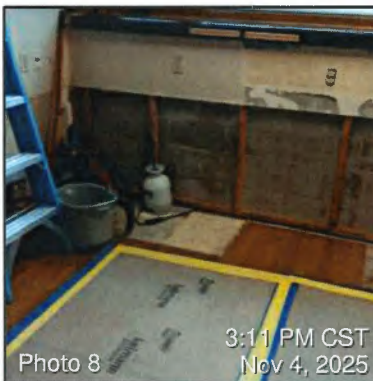
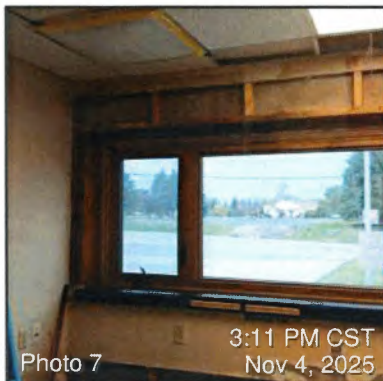
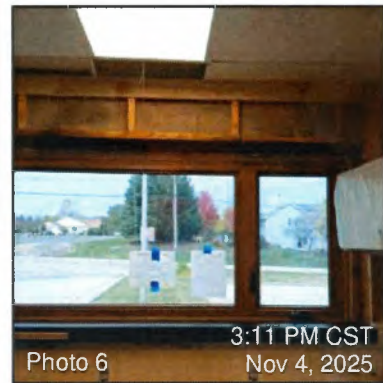




Main Building: Wip 11/4

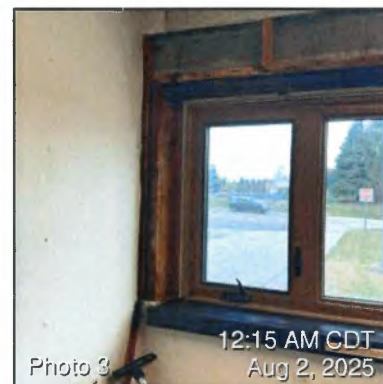
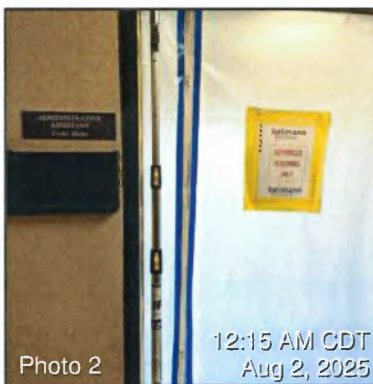
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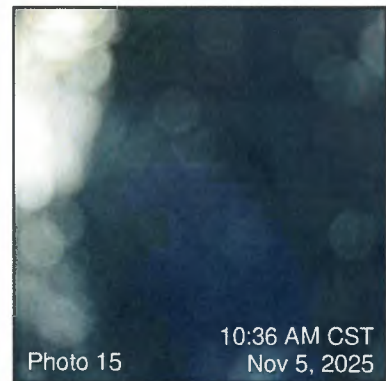
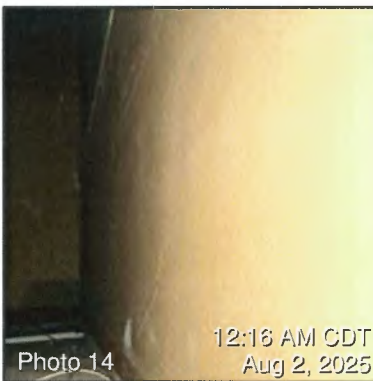
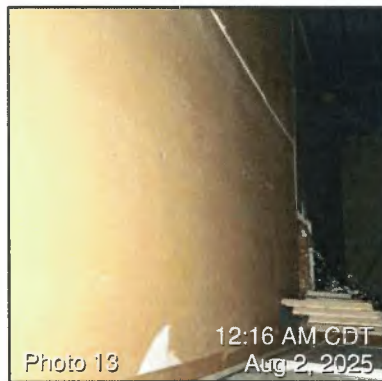
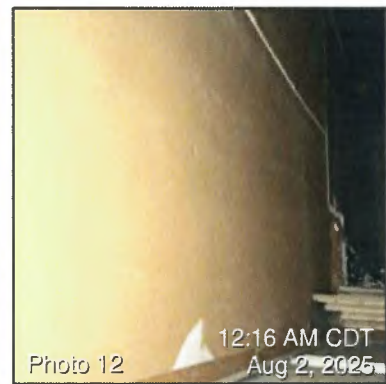
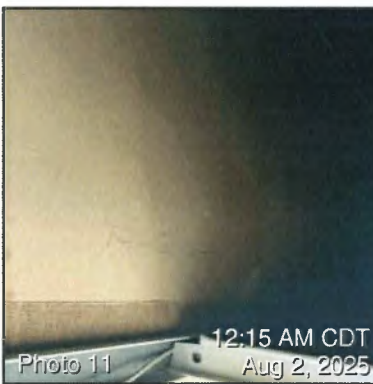
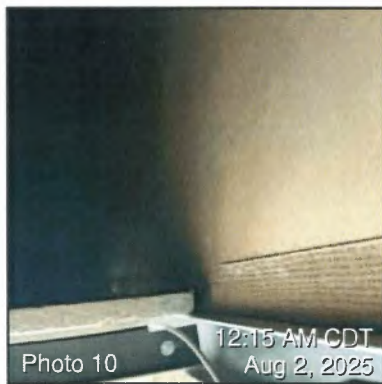
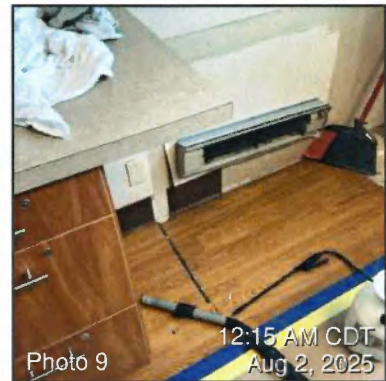
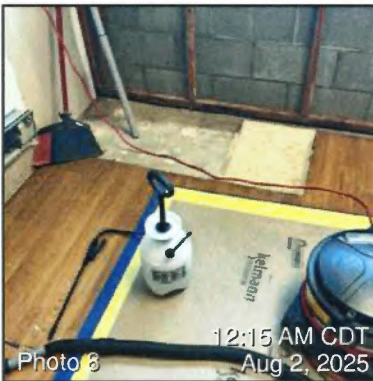
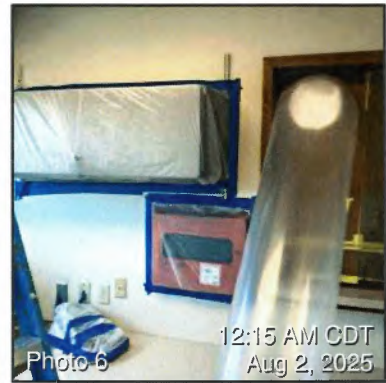
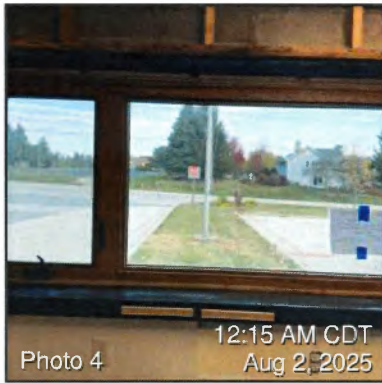




Main Building: Cathy Heder

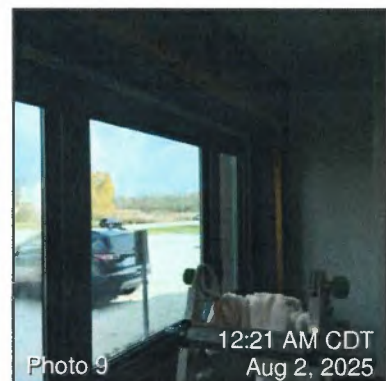
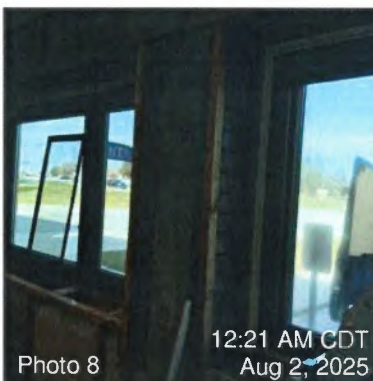
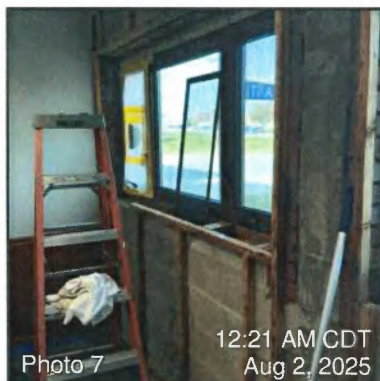
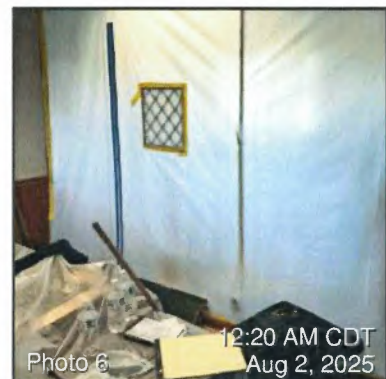
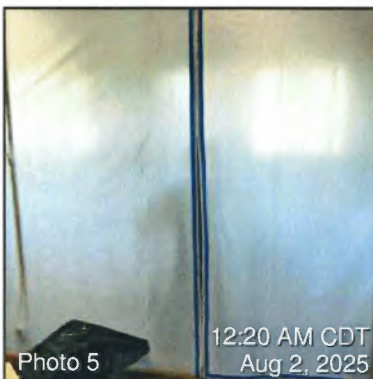
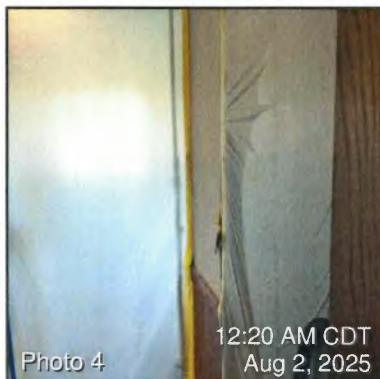
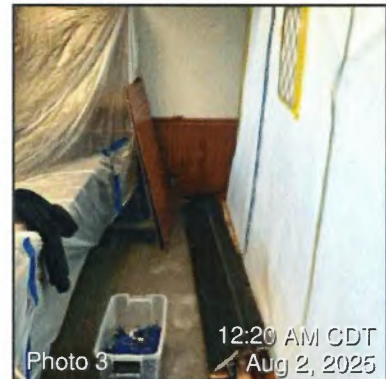
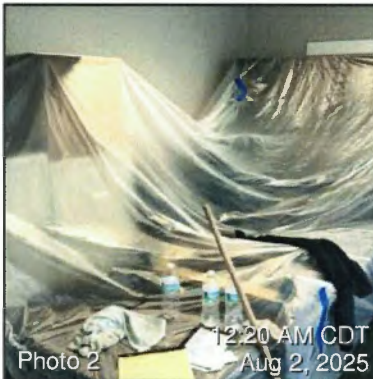
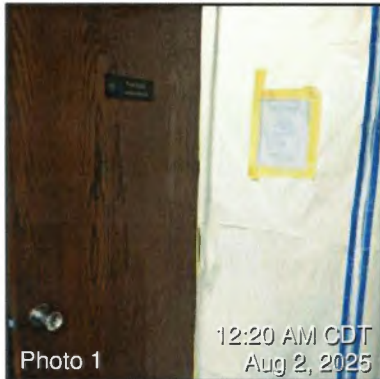
Overview Photos: Cathy Heder





Main Building: James Mayer

Overview Photos: James Mayer



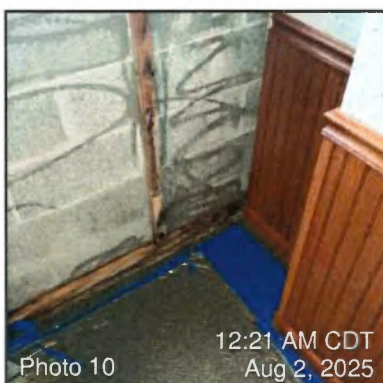


Photo 10

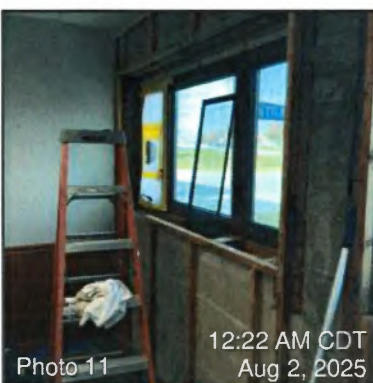


Photo 11

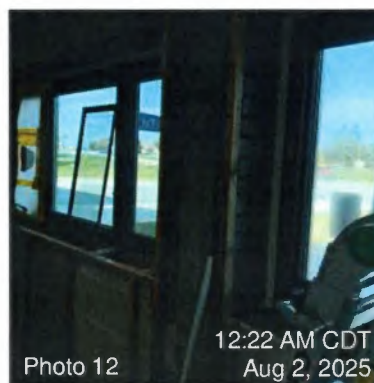


Photo 12

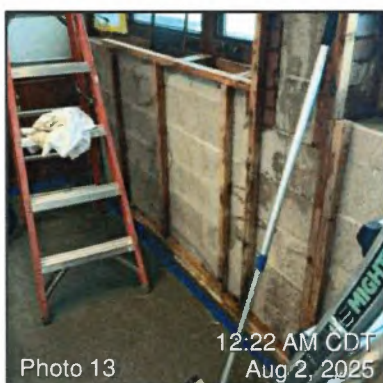


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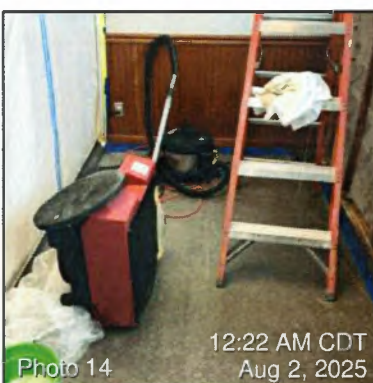


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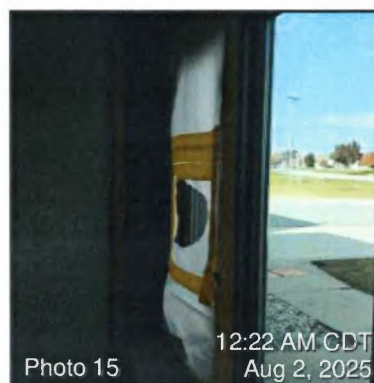


Photo 15



Photo 16

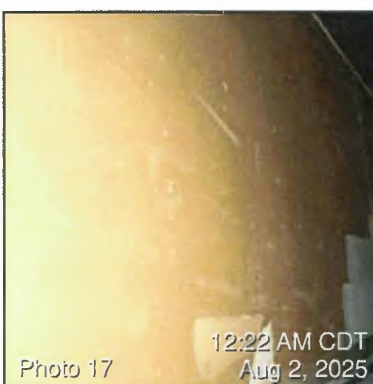


Photo 17

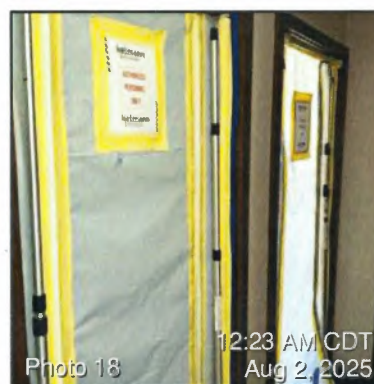
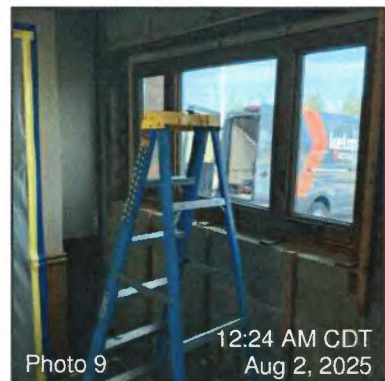
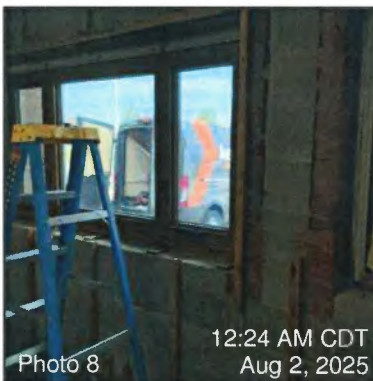
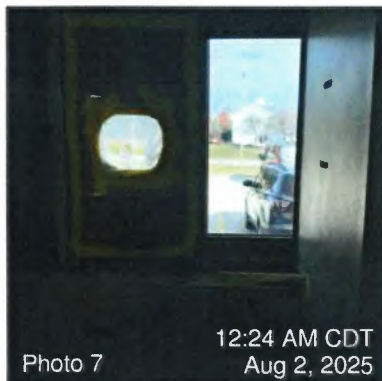
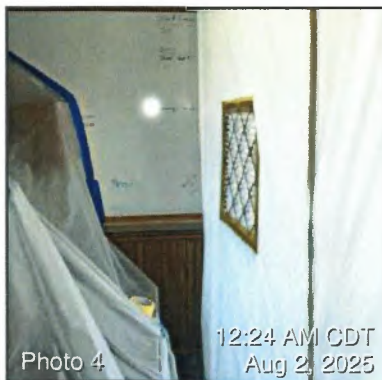
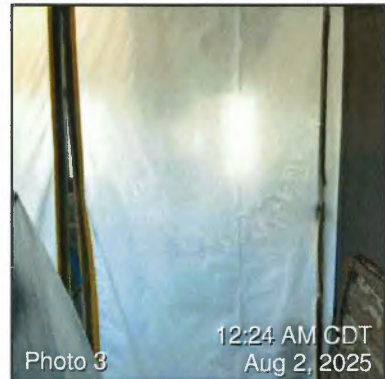
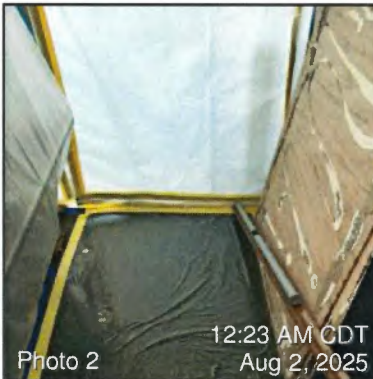
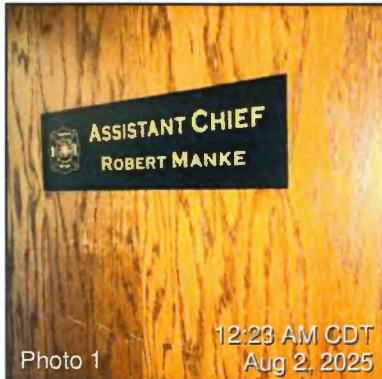
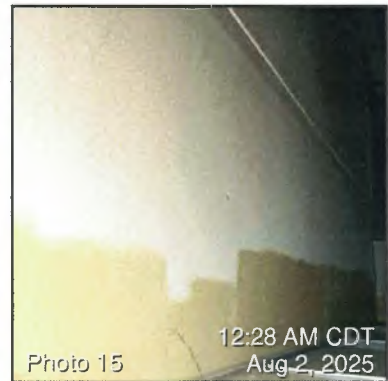
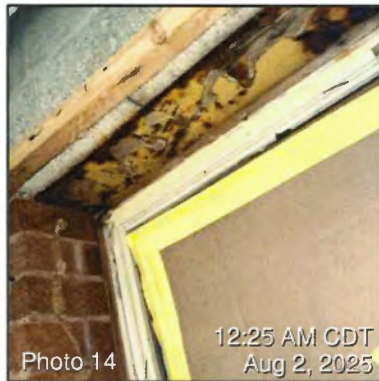
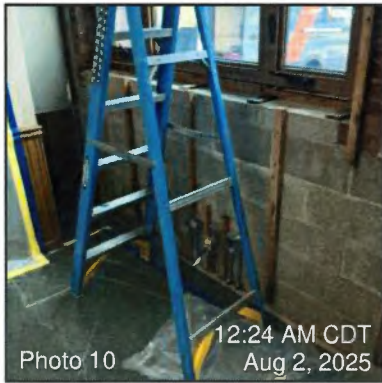


Photo 18

Main Building: Robert Manke

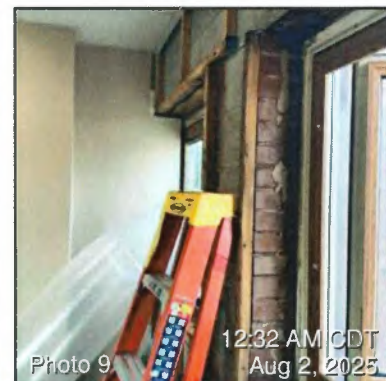
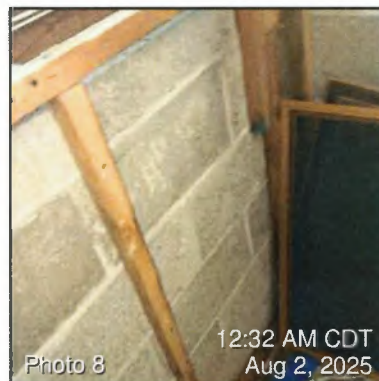
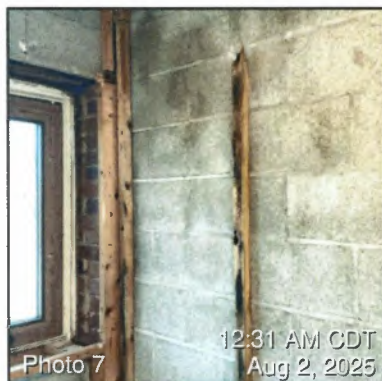
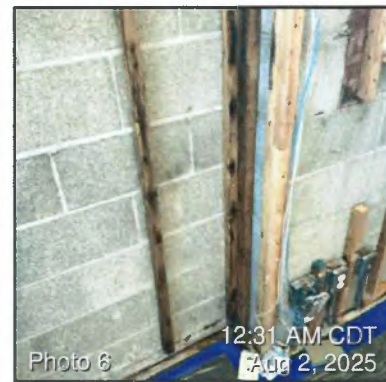
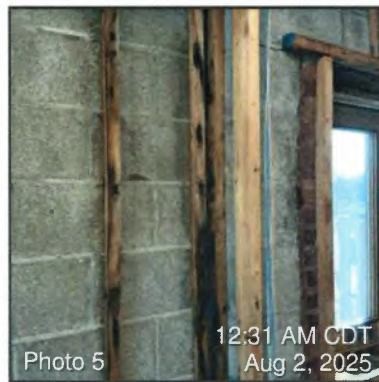
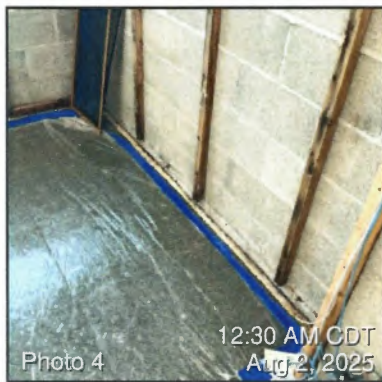
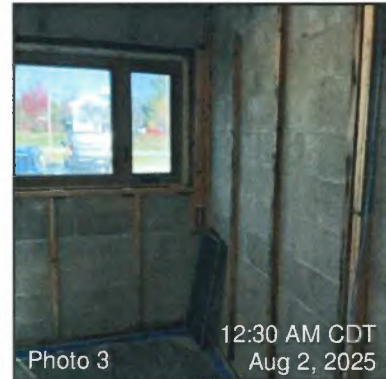
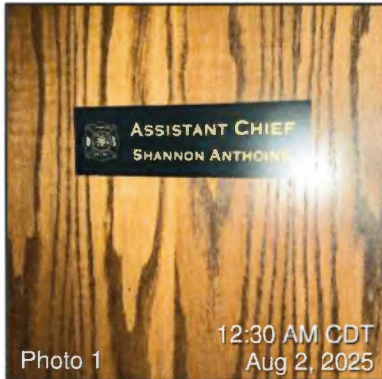
Overview Photos: Robert Manke

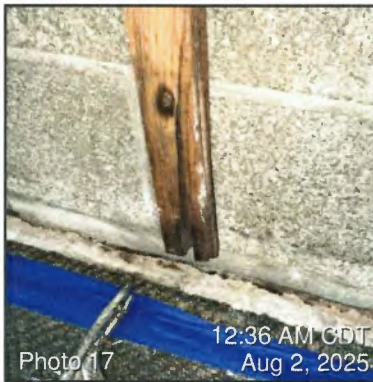
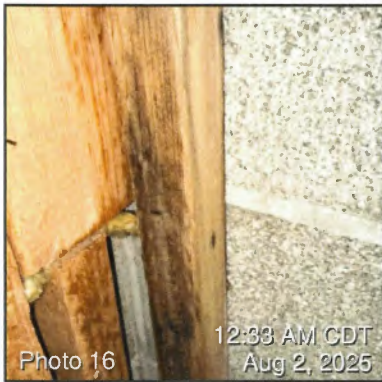
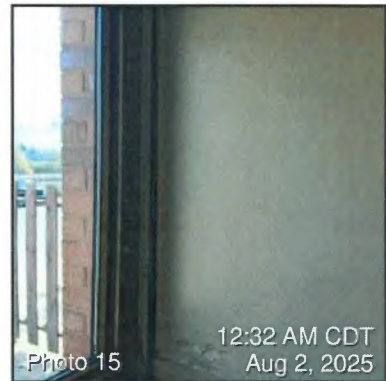
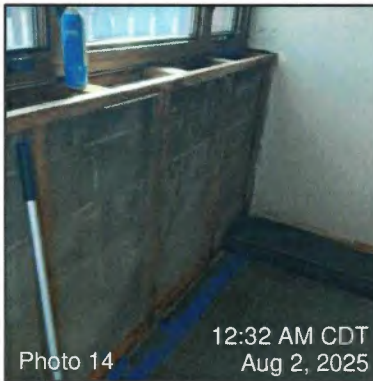
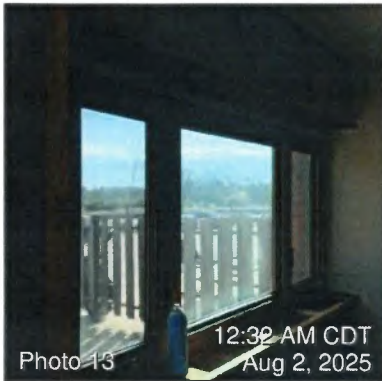
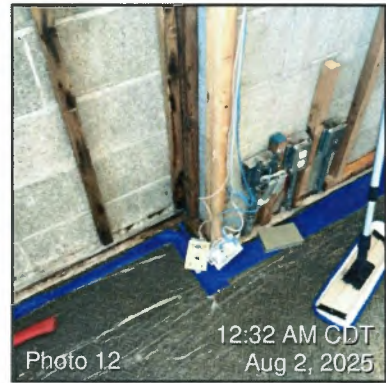




Main Building: Shannon Anthoine

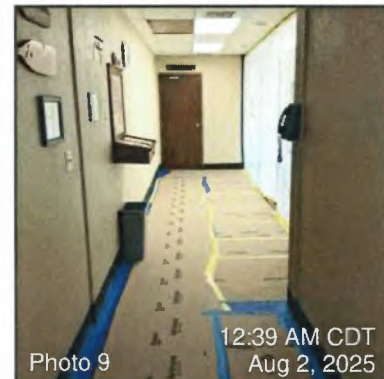
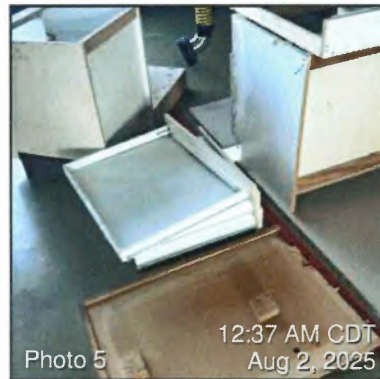
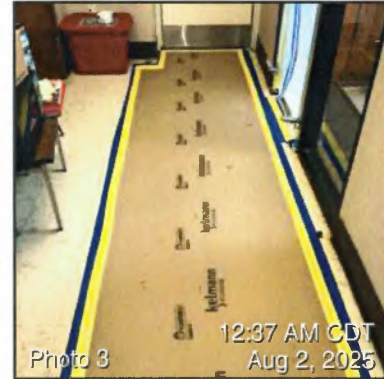
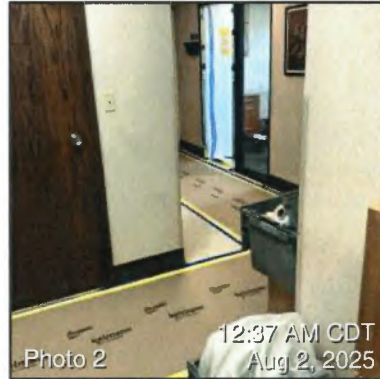
Overview Photos: Shannon Anthoine





Main Building: Common Area

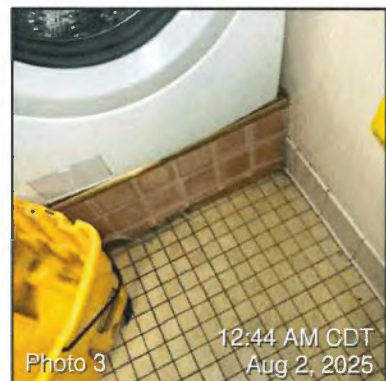
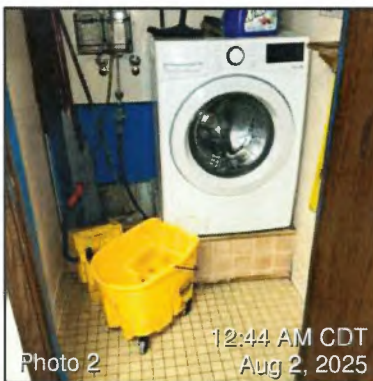
Overview Photos: Common Area





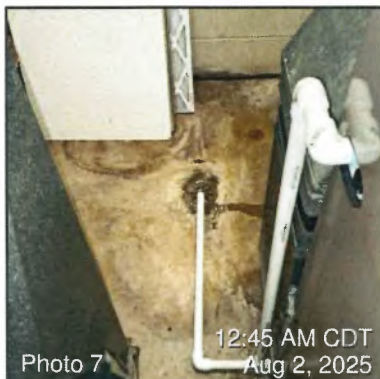
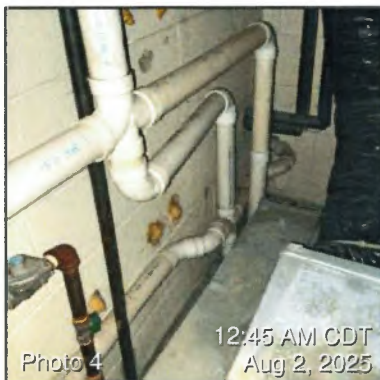
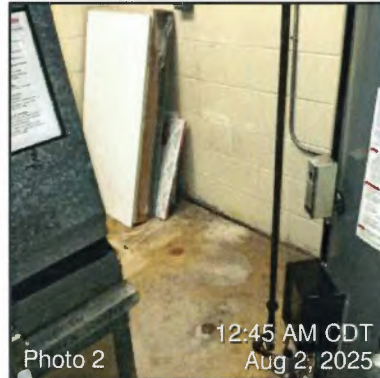
Main Building: Laundry Room

Overview Photos: Laundry Room



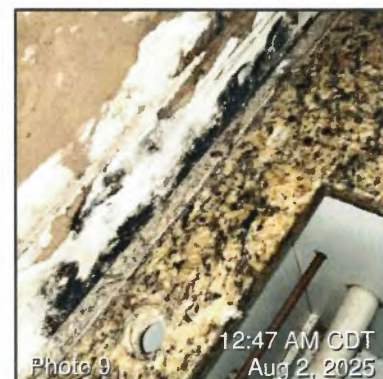
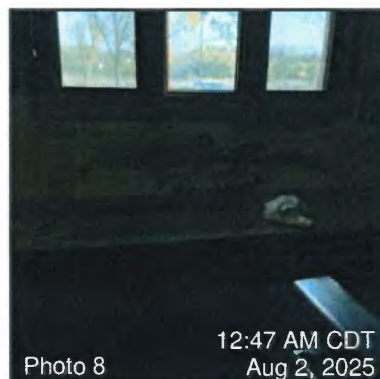
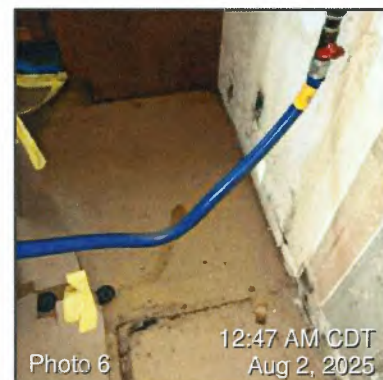
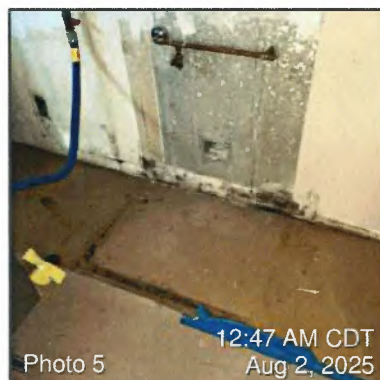
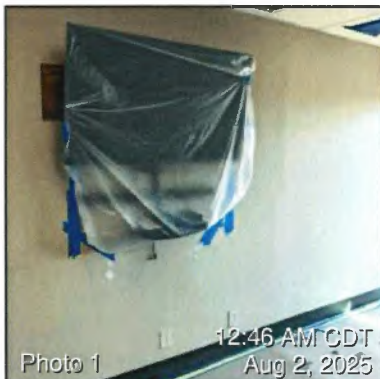
Main Building: Mechanical Room

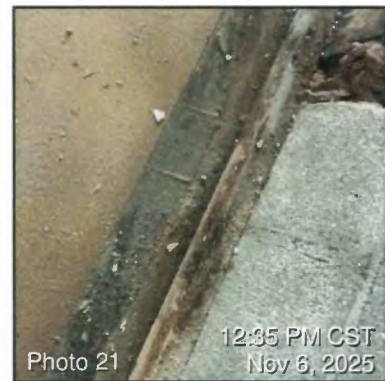
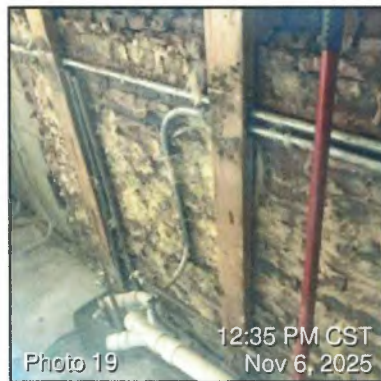
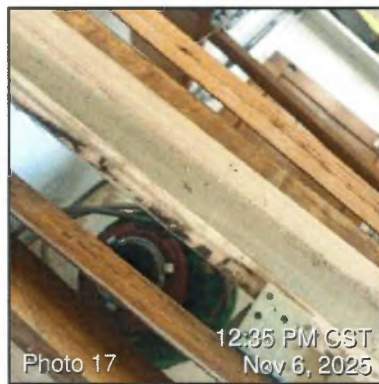
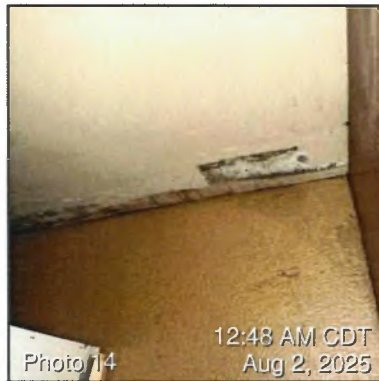
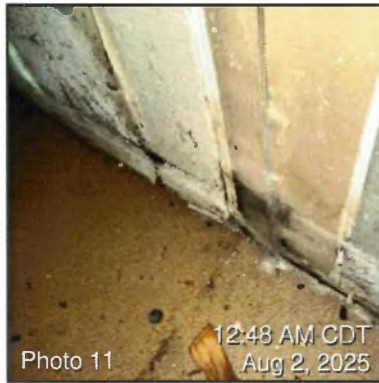
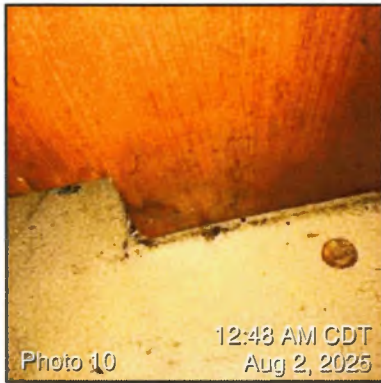
Overview Photos: Mechanical Room

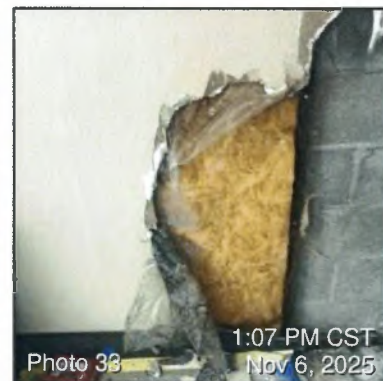
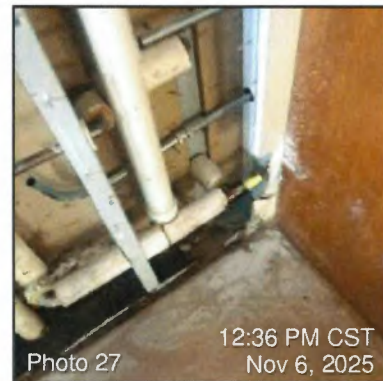
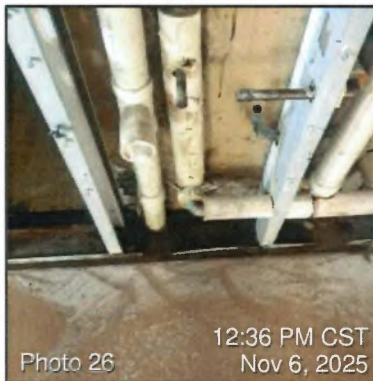
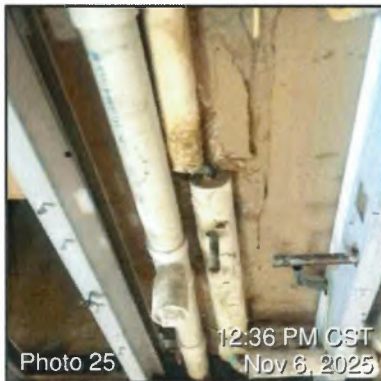
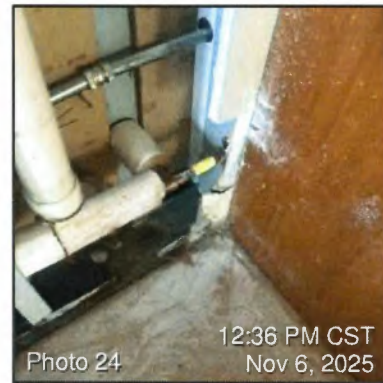
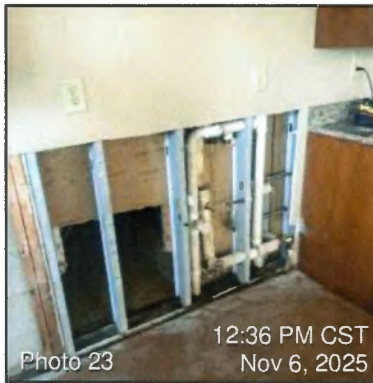


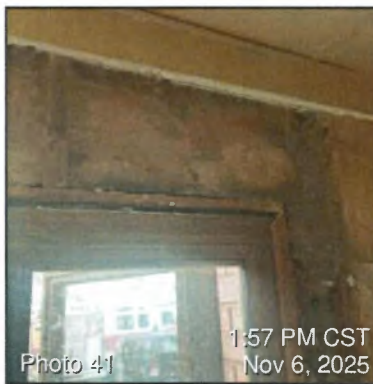
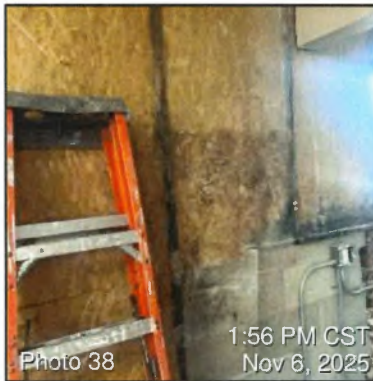
Main Building: Kitchen

Overview Photos: Kitchen









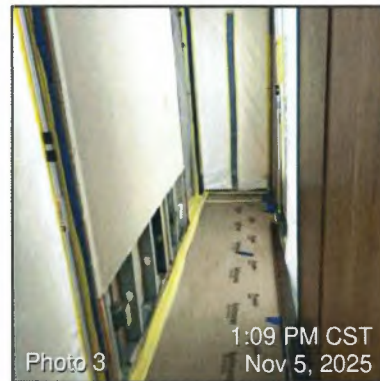
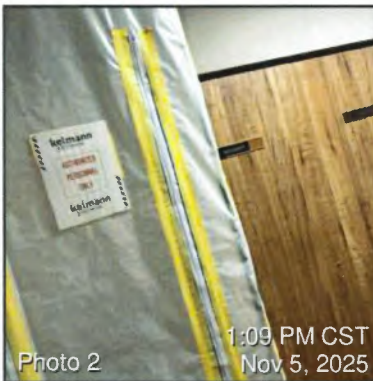
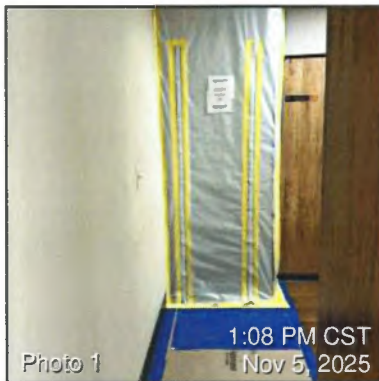
Main Building: Front Of Fire Department

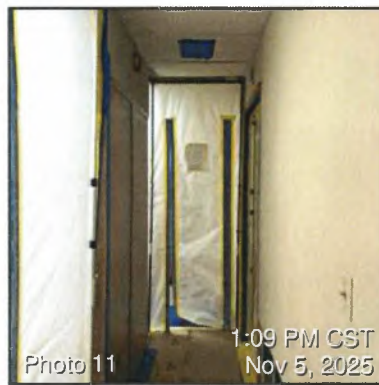
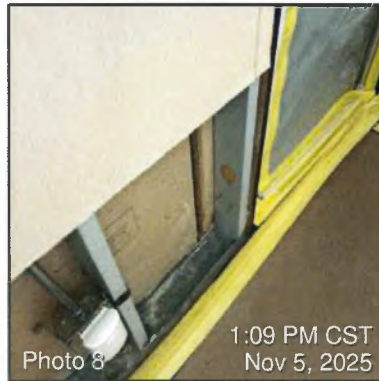
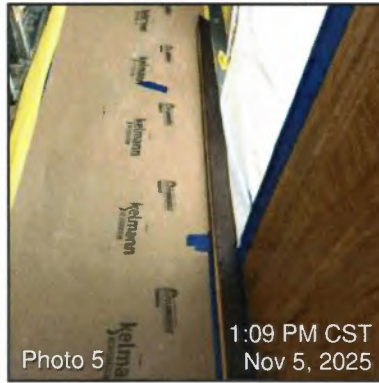
Overview Photos: Front Of Fire Department



Main Building: Locker Room

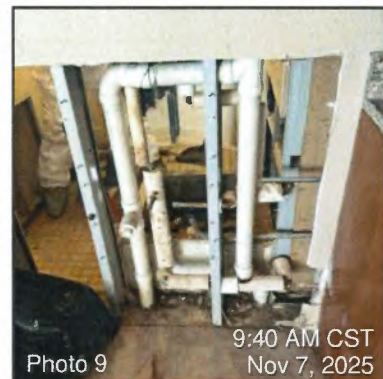
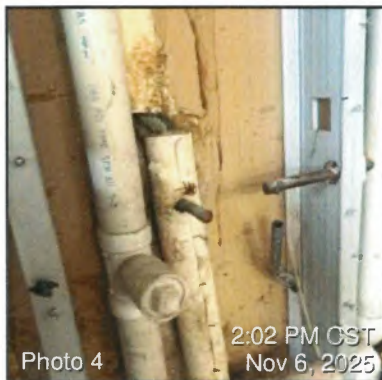
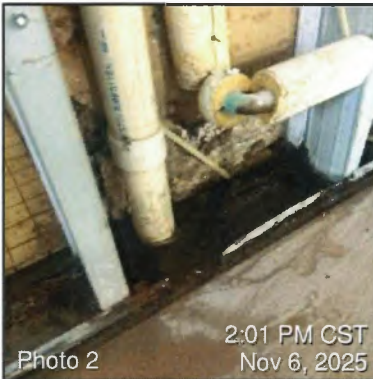
Overview Photos: Locker Room





Main Building: Kitchen/Laundry Room

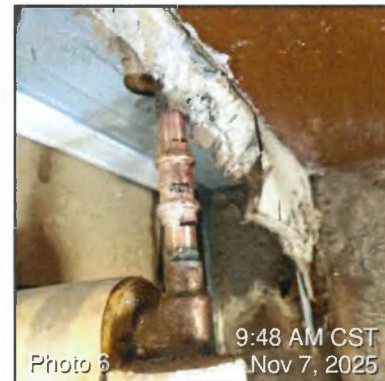
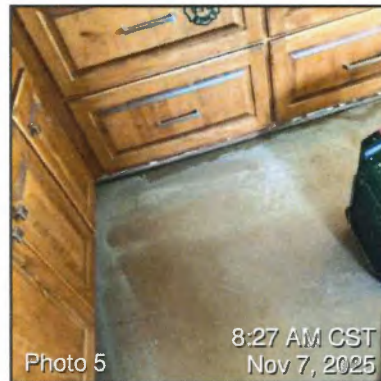
Overview Photos: Kitchen/Laundry Room

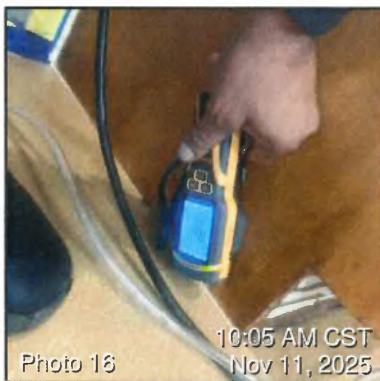
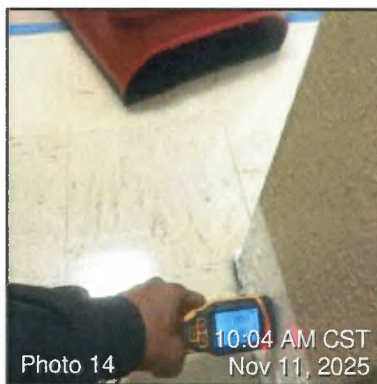
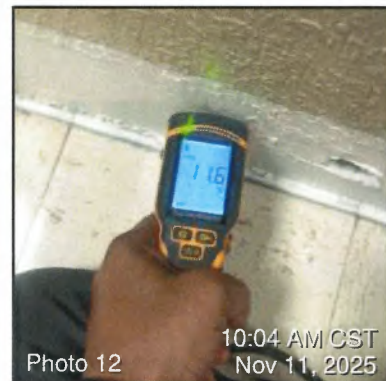




Main Building: Pipe Break

Overview Photos: Pipe Break

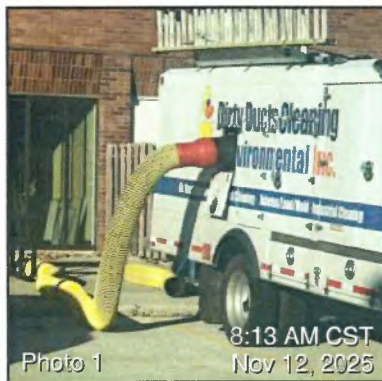






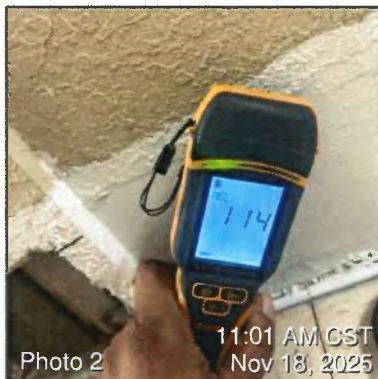
Main Building: Duct Cleaning

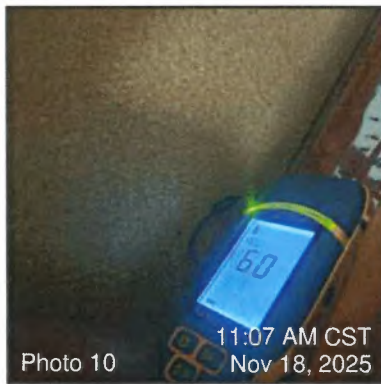
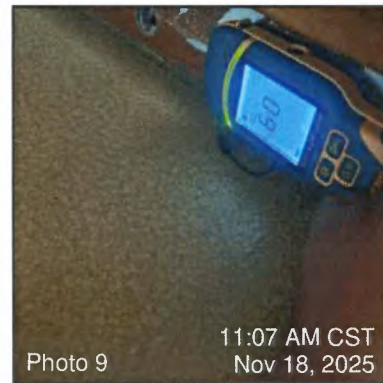
Overview Photos: Duct Cleaning



Main Building: Dry Readings From Pipe Break

Overview Photos: Dry Readings From Pipe Break





APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/02/2025
REPORTS & RECOMMENDATIONS	A resolution authorizing certain officials to execute a quarry monitoring services agreement with Stantec Consulting Services Inc.	ITEM NUMBER 15.3.

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

The Quarry Monitoring Committee (QMC) reviewed and recommended approval of this agreement at the October 28, 2025, regular meeting.

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

It can be noted that this would be the 14th consecutive year such a contract has been entered into with Stantec Consulting Services, Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, presentations before the Quarry Monitoring Committee and reports.

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

Fiscal note: In the 2026 Mayor's Recommended Budget, the funds for Quarry Monitoring Services matches the amount of this agreement: \$55,000 (GL number 01-0621-5218).

COUNCIL ACTION REQUESTED

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

-or

Such other action as the Common Council may determine.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 11/21/25

RESOLUTION NO. 2025-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
THE 2026 QUARRY MONITORING SERVICES AGREEMENT WITH
STANTEC CONSULTING SERVICES INC.

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

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

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

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

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

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

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

AGREEMENT

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for quarry monitoring services, as described in CONTRACTOR's proposal to CLIENT dated October 15, 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. The CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not the CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as an employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the performance of any resultant AGREEMENT, including extensions, modifications, or additions to it, and for one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$55,000; subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid monthly for all work satisfactorily completed hereunder. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. The total price will not exceed the budget of \$55,000. For services rendered, monthly invoices will include a report stating the hours and type of work completed and the fee earned during the month being invoiced.
- C. Considering the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from the CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report. The CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not limit any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Régulo Martínez-Montilva, Planning Manager, will coordinate the work of the CONTRACTOR and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. The CLIENT will promptly provide the contractor with all available information concerning the PROJECT as deemed necessary by the CONTRACTOR.

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

V. TERMINATION

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

VI. INSURANCE

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

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

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability	Statutory <i>The contractor will provide a waiver of subrogation and any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

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

The term of this agreement shall be from January 1 to December 31, 2026, regardless of the receipt date of the Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for the twelve calendar months of 2026. In addition, the terms also anticipate the 4th quarter 2026 (October – December) report and presentation be provided during February 2027.

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for seven (7) years following its completion. The CONTRACTOR shall make such records available to the CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: John R. Nelson

TITLE: Mayor

DATE: _____

BY: _____

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

STANTEC CONSULTING SERVICES INC.

BY: _____

PRINT NAME: Michael B. Roznowski

TITLE: Senior Principal

DATE: _____

ATTACHMENT A - QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST (PREPARED OCTOBER 15, 2025)

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2026.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$920	14	\$12,880	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds. A percentage of the visits will also include on-site observations and records review.
Blast Monitoring	monthly	\$2,150	12	\$25,800	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at: 7301 S. 51 st Street and 5324 W. Drexel Avenue. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring (except during calibrations & maintenance actions), allowing Stantec to have access to data anytime via the Internet. No written reports or summaries will be provided monthly.
Exceptional Blast Complaint Evaluation	Per City request	\$920	0	\$0	For unusual blast events (e.g., resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing: seismic data from both Stantec/Payne & Dolan placed monitors; wind direction and speed the day of the complaint, a figure showing blast and complaint locations. (Note: For each exceptional blast complaint evaluation completed, Stantec will reduce one single Operational Monitoring event)
Quarterly Reports and Presentation	Quarterly (May, August, November 2026, and February 2027)	\$4,080	4	\$16,320	Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: - Operations monitoring completed in prior quarter - Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne & Dolan unit recordings, to the Stantec unit recordings) - Citizen complaints received by the City of Franklin in prior quarter - For off-site dust complaints - weather conditions (wind direction and speed) the day of the complaint - For off-site seismic complaints - seismic data from both Stantec and Payne & Dolan placed monitors - weather conditions (wind direction and speed; temp.; humidity; precipitation) the day of the complaint - a figure showing locations of blasts along with location of complaints - a short summary of the nature of any complaints The quarterly report and presentation in February 2027 will also present highlights of the operations, blast monitoring, and complaint evaluations, completed during calendar year 2026. This annual report is not meant to repeat what has already been provided in the prior quarterly reports; rather, it is intended to be a brief summary.
				\$55,000	TOTAL (compared to budget: \$55,000)

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/02/2025
REPORTS & RECOMMENDATIONS	A Resolution Conditionally Approving a Land Combination for 9447 & 9461 S. 27th Street (TKN 879 9997 000 & 879 9999 000), (TBH1/TBH2 PROPERTIES, APPLICANT AND OWNER)	ITEM NUMBER D. 4. Ald. Dist. 4

At its November 20, 2025, regular meeting, the Plan Commission recommended approval of this resolution.

Staff notes that both lots are now vacant as the Buckhorn Tavern has been demolished. There are no new developments proposed at this time.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2025-_____, conditionally approving a Land Combination for 9447 & 9461 S. 27th Street (TKN 879 9997 000 & 879 9999 000), (TBH1/TBH2 PROPERTIES, APPLICANT AND OWNER)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 10/30/25

RESOLUTION NO. 2025-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR
9447 & 9461 S. 27th Street (TKN 879 9997 000 & 879 9999 000),
(TBH1/TBH2 PROPERTIES, APPLICANT AND OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for TBH1/TBH2 Properties to combine 9447 & 9461 S. 27th Street (TKN 879 9997 000 & 879 9999 000), properties more particularly described as follows:

PARCEL "A": Commencing at a point 231 feet North of the Southeast corner of the Southeast 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, thence North along the East line of said 1/4 Section 101.52 feet; thence West and parallel with the South line of said 1/4 Section, 429 feet to the Northeast corner of Parcel 2 of Certified Survey Map No. 3517; thence South along the East line of said Parcel 2, 101.54 feet; thence Easterly 429 feet to the point of commencement; excepting therefrom the East 80 feet. Tax Parcel No. 879-9997-000

AND:

PARCEL "B": The East 1 acre of the South 231 feet of the Southeast 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, excepting therefrom the East 80 feet and the South 60 feet. Tax Parcel No. 879-9999-000 Commencing at the Southeast Corner of the Southeast 1/4 of Section 24, thence N 00°16'52" W along the East line of said Southeast 1/4, 60.01 feet; thence S 88°29'28" W, 80.02 feet to a point on the intersection of the West right-of-way line of South 27th Street (S.T.H. "241") and the North right-of-way line of West Ryan Road (S.T.H. "100") and the point of beginning of the lands to be described; thence continuing S 88°29'28" W along said North right-of-way line, 108.55 feet; thence N 00°16'52" W, 170.99 feet; thence S 88°29'28" W, 240.43 feet; thence N 00°16'52" W, 101.52 feet; thence N 88°29'28" E, 348.98 feet to the West right-of-way line of South 27th Street (S.T.H. "241"); thence S 00°16'52" E along said right-of-way line, 272.51 feet to the point of intersection of said West right-of-way line and the North right-of-way line of West Ryan Road (S.T.H. "100") and the point of beginning.

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain

TBH1/TBH2 PROPERTIES – LAND COMBINATION
RESOLUTION NO. 2025-_____
Page 2

conditions, all pursuant to §15-9-13.B of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination for TBH1/TBH2 Properties, as submitted by TBH1/TBH2 Properties, as described above, be and the same is hereby approved, subject to the following conditions:

1. TBH1/TBH2 Properties successors and assigns shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the TBH1/TBH2 Properties land combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon TBH1/TBH2 Properties and the TBH1/TBH2 Properties land combination project for the properties located at 9447 & 9461 S. 27th Street (TKN 879 9997 000 & 879 9999 000), (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

Introduced at a regular meeting of the 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 _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of November 20, 2025

Land Combination

RECOMMENDATION: City Development Staff recommends approval of the Land Combination Application for properties located at 9447 & 9461 S. 27th Street / 879 9997 000 & 879 9999 000, subject to the conditions in the draft resolutions.

Project name:	Land combination, TBH1/TBH2 Properties
Property Owner:	TBH1 Properties LLC & TBH2 Properties LLC
Applicant:	Coury, Richard and John
Property Address/TKN:	9447 & 9461 S. 27 th Street / 879 9997 000 & 879 9999 000
Aldermanic District:	District 4
Zoning District:	B-MU South 27 th Street Mixed-Use District
Staff Planner:	Marion Ecks, Principal Planner

Project Analysis

The subject property is a commercial property that is now vacant. The current request is a consolidation of the lot for the former Buckhorn Tavern, and its parking lot. There are no proposed changes to the use of these properties or the site plan as part of this request.

The Land Combination is requesting to combine the two existing lots listed below to create a single 1.25 Acre parcel.

All lots are zoned B-MU South 27th Street Mixed-Use District. The proposed lot configuration meets the requirements of the UDO standards with respect to uses and lot size. The building has nonconforming setbacks which will not be altered by this approval. The lot with TKN 879 9997 000 does not have any structures.

STAFF RECOMMENDATION

The Department of City Development staff recommends approval of the Land Combination Application for properties located at 9447 & 9461 S. 27th Street / 879 9997 000 & 879 9999 000, subject to the conditions in the draft resolutions.

City of Franklin 9461 & 9447 S 27TH ST

Overview Map



- Parcel
- Road Right-of-Way
- City Boundary
- Map Grid

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



Map Printed: 11/12/2025

PLAT OF SURVEY

Richard Courty

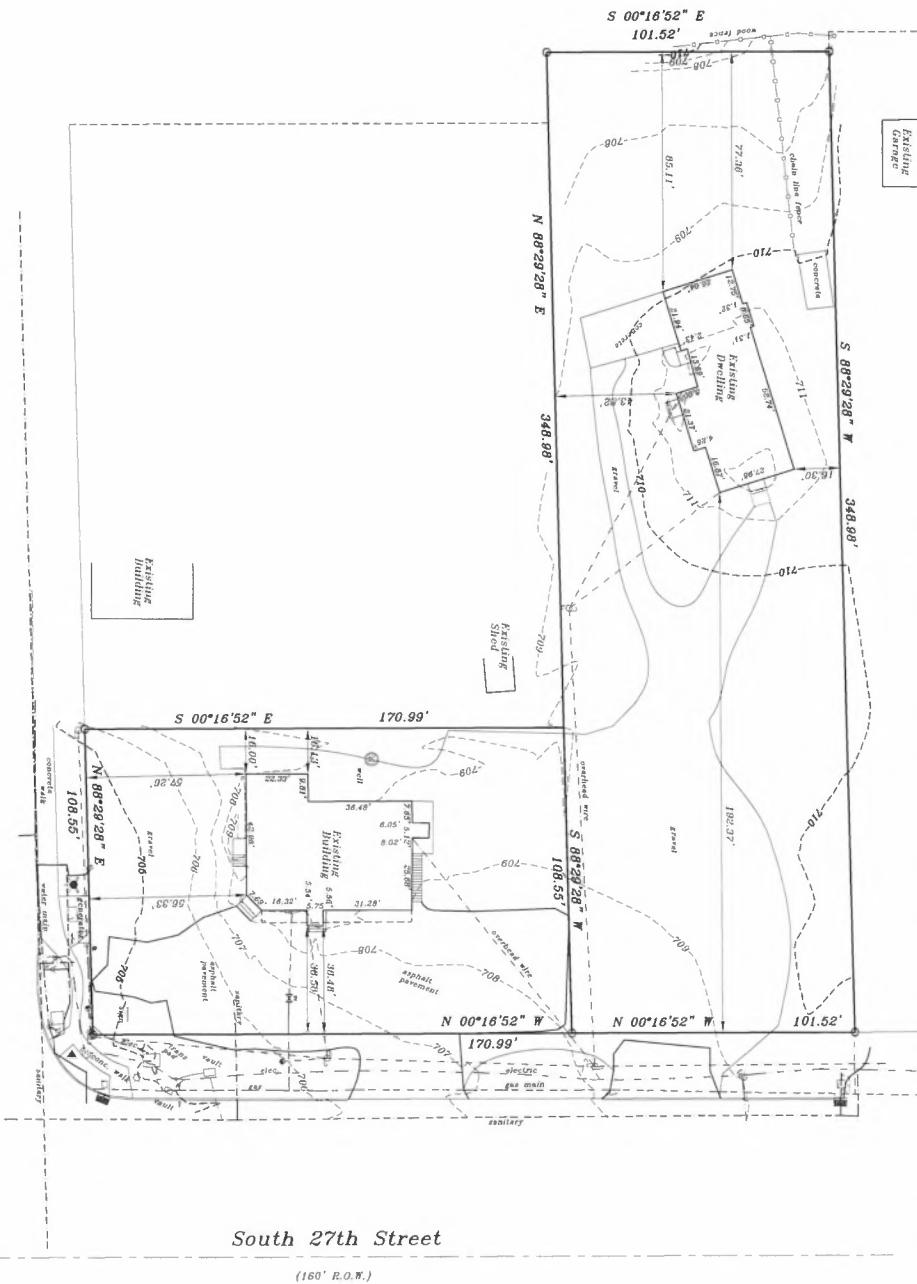
LOCATION: 9447 South 27th Street, Franklin, Wisconsin (Parcel A)
9461 South 27th Street, Franklin, Wisconsin (Parcel B)

LEGAL DESCRIPTION: PARCEL A: Commencing at a point 231 feet North of the Southeast corner of the Southeast 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, thence North along the East line of said 1/4 Section 101.52 feet; thence West and parallel with the South line of said 1/4 Section, 429 feet to the Northeast corner of Parcel 2 of Certified Survey Map No. 3517; thence South along the East line of said Parcel 2, 101.54 feet; thence Easterly 429 feet to the point of commencement; excepting therefrom the East 80 feet.

PARCEL B: The East 1 acre of the South 231 feet of the Southeast 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, excepting therefrom the East 80 feet and the South 60 feet.

April 5, 2021

Survey No. 112362



METROPOLITAN SURVEY SERVICE, INC.

PROFESSIONAL LAND SURVEYORS

9415 West Forest Home Avenue, Suite 202
Hales Corners, Wisconsin 53130

PH. (414) 529-5380

survey@metropolitansurvey.com
www.metropolitansurvey.com

0 — Denotes Iron Pipe Found

GRAPHIC SCALE



(IN FEET)



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE BOUNDARIES AND DIMENSIONS OF ALL BUILDINGS THEREON, FENCES, ADJACENT AND SURROUNDING ARE CORRECTLY SHOWN, AND THE LOCATION OF ALL VISIBLE STRUCTURES, ELEVATIONS AND BOUNDARIES ARE CORRECTLY SHOWN, AND THE LOCATION OF ALL VISIBLE STRUCTURES ARE CORRECTLY SHOWN, AND THE LOCATION OF ALL VISIBLE STRUCTURES ARE CORRECTLY SHOWN.

SIGNED

Dennis C. Saufer
Dennis C. Saufer
Professional Land Surveyor S-2421

Legal Description:

PARCEL "A": Commencing at a point 231 feet North of the Southeast corner of the Southeast 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, thence North along the East line of said 1/4 Section 101.52 feet; thence West and parallel with the South line of said 1/4 Section, 429 feet to the Northeast corner of Parcel 2 of Certified Survey Map No. 3517; thence South along the East line of said Parcel 2, 101.54 feet; thence Easterly 429 feet to the point of commencement; excepting therefrom the East 80 feet.

Tax Parcel No. 879-9997-000

AND:

PARCEL "B": The East 1 acre of the South 231 feet of the Southeast 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, excepting therefrom the East 80 feet and the South 60 feet. Tax Parcel No. 879-9999-000

Commencing at the Southeast Corner of the Southeast 1/4 of Section 24, thence N 00°16'52" W along the East line of said Southeast 1/4, 60.01 feet; thence S 88°29'28" W, 80.02 feet to a point on the intersection of the West right-of-way line of South 27th Street (S.T.H. "241") and the North right-of-way line of West Ryan Road (S.T.H. "100") and the point of beginning of the lands to be described; thence continuing S 88°29'28" W along said North right-of-way line, 108.55 feet; thence N 00°16'52" W, 170.99 feet; thence S 88°29'28" W, 240.43 feet; thence N 00°16'52" W, 101.52 feet; thence N 88°29'28" E, 348.98 feet to the West right-of-way line of South 27th Street (S.T.H. "241"); thence S 00°16'52" E along said right-of-way line, 272.51 feet to the point of intersection of said West right-of-way line and the North right-of-way line of West Ryan Road (S.T.H. "100") and the point of beginning. October 3, 2024

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE December 2, 2025
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Chapter 92 of the Municipal Code for Building Permit Fees to Repeal and Recreate the Schedule of Permit Fees; An Ordinance to Amend Chapter 190 of the Municipal Code for Plumbing Permit Fees to Repeal and Recreate the Schedule of Permit Fees; An Ordinance to Amend Chapter 118 of the Municipal Code for Electrical Permit Fees to Repeal and Recreate the Schedule of Permit Fees	ITEM NUMBER 15.5.

Background

Permit fees for Building, HVAC, Plumbing, and Electrical Permits were last increased in February 2022. Permit fees are generally established to cover the cost of providing inspection services required by State Statutes and municipal ordinances. This has been the established practice in the City of Franklin for many years.

Historically, the Consumer Price Index (CPI) has been used as a means to adjust permit fees in a fair and equitable manner. In consultation with the Director of Administration, it was determined that using CPI data from September of 2021 to September 2025 would be an appropriate time frame to use. This would increase fees by 9 % to remain consistent with the inflationary increases that occurred over the last 4+ years.

Considering comparable fees amongst other local municipalities, the proposed rates are at or slightly below the recommended fees in Southeast Wisconsin, as published by the Building Inspectors Association of Southeastern Wisconsin in January of 2022. Adopted 1/11/23. Proposed fees are slightly below and/or above those of surrounding municipalities.

Analysis

The three (3) attached ordinance proposals cover all Inspection Services permit work, Building, HVAC, Plumbing, and Electrical, and provide a comparison between the current permit fees and the proposed fees reflecting the 9% increase. Based on an average-sized new home (which is approximately 2,400 sq. ft.) constructed in Franklin, permit fees for all trades would be approximately \$2,577, up from \$2,364, or \$213 increase.

Other notable changes to the permit fee schedules are as follows:

Note: deletions appear in strike-through text; additions/changes appear highlighted.

BUILDING PERMITS:

1. **Remove line item 20(n)** Architectural Board Review Fee. No longer exists.
2. **Change wording to line item 21.** Existing wording confuses contractors in thinking they are paying two (2) Plan Review Fee's. The new wording "Administrative Plan Review Fee" encompasses not only the Inspection Departments plan review but Engineering and Planning Departments as well.
3. **Add line item's 4(f), 5(f) and 30(d)** "Change of ownership/name change only. No change in use" \$100. Currently, the City does not have a fee that we can charge. Ownership changes happen frequently and we currently do not charge for it.
4. **Line item 37 Surety Bond increase from \$500 to \$2,500.** The Engineering department needs to raise the final grade Surety Bond amount from \$500 to \$2,500. Currently many of the builders are not completing the as-built survey for their final lot grades. We are finding that they are not doing the as-built survey because it can cost from \$1,500-\$2,000 to hire the licensed Land Surveyor to complete the as-built. Instead the builders are not doing the as-built and forfeiting the current \$500 bond. The as-built survey for the final grading insures that the proper drainage is being maintained for that lot and not having

adverse effects on neighboring properties. By increasing the bond, we are encouraging the builder to complete and submit this important as-built survey.

5. **Line item 1.** The substantial increase is to stay consistent with the Plumbing and Electrical minimum permit fee's.

ELECTRICAL PERMITS:

1. **Line item 20.** New item. Helps distinguish between Residential and Commercial Heating /Cooling units.
2. **Line item 21.** Added devices for clarification.
3. **Line item 13.** moved wording to 14(a) and added Solar System to fee schedule. Had been on permit application for a while just not in the Fee Schedule.

PLUMBING PERMITS:

Line item 27: Minimum Permit fee. The substantial increase is to stay consistent with the Plumbing and Electrical minimum permit fee's.

ALL BUILDING, PLUMBING & ELECTRICAL PERMITS:

Changes the Technology Fee of \$7 to \$10 on all Building, Plumbing, HVAC and Electrical Permits.

RECOMMENDATION:

The Director of Inspection Services recommends adoption of the 2026 Building, HVAC, Plumbing, and Electrical Permit Fee Schedules as presented.

COUNCIL ACTION REQUESTED

Motion to approve Ordinance No. 2025-____, An Ordinance to Amend Chapter 92 of the Municipal Code for Building Permit Fees to Repeal and Recreate the Schedule or Permit Fees.

Motion to approve Ordinance No. 2025-____, An Ordinance to Amend Chapter 190 of the Municipal Code for Plumbing Permit Fees to Repeal and Recreate the Schedule or Permit Fees.

Motion to approve Ordinance No. 2025-____, An Ordinance to Amend Chapter 118 of the Municipal Code for Electrical Permit Fees to Repeal and Recreate the Schedule or Permit Fees.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND CHAPTER 92 OF THE MUNICIPAL CODE FOR
BUILDING PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES.

WHEREAS, it would be in the best interests of the City of Franklin to adopt the recommended schedule of permit fees to maintain a similar schedule of fees amongst the various communities and to provide that the fees that are charged help offset the City's costs of providing the services.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF FRANKLIN DOES HEREBY
ORDAIN AS FOLLOWS:

SECTION 1: Effective following publication or on _____, 202__ whichever is later,
Section 92, Table 1 of the Municipal Code of Franklin, Wisconsin, be and the same is amended to read as
follows:

TABLE NUMBER 1

SCHEDULE OF PERMIT FEES

- | | | |
|----|---|---|
| 1. | <u>Minimum Permit Fee for all permits</u> | \$65.00 \$95.00 |
| 2. | <u>Residence – One- & Two-Family, Attached garages,
Remodeling, Alterations & Repairs (see notes)</u> | \$0.41 \$0.45 / SQ. FT. |
| a. | Minimum Fee | \$150.00 \$165 |
| b. | Residences – One- & Two-Family Additions | \$0.41 \$0.45 /SQ. FT. |
| c. | Attached garages | \$0.41 \$0.45 /SQ. FT. |
| d. | Residences – One- & Two-Family Alterations
[other than work listed in 2) above] | \$13.00 \$14.00 /\$1,000
valuation |
| e. | Permit to start construction For Footing /Foundation
[duplicate of 6) d)] | \$225.00 \$245 |
| f. | Occupancy Permit [duplicate of 30) a)] | \$55.00 per unit \$65 |
| 3. | <u>Multi Family Dwellings, Apartments, Condominiums, Three-family & over
Including institutionally zoned dwelling units</u> | |
| a. | Three to Twelve units | \$0.43 \$0.47 /SQ. FT. |

b.	Thirteen units and greater	\$0.43 \$0.47/SQ. FT.
c.	Occupancy permit [duplicate of 30) a)]	\$55.00 \$65.00 per unit
d.	Permit to start construction for Footing/Foundation	\$390.00 \$425.00 plus \$2.25 \$2.45/unit [duplicate of 6) a)]
e.	Alterations	\$13.00 \$14.00 per \$1,000 valuation
4.	<u>Local Business, Office Buildings, Institutional Buildings</u> (Non-dwelling use) and additions thereto	\$0.39 \$0.43 /SQ. FT.
a.	Alterations	\$13.00 \$14.00 per \$1,000 valuation
b.	Permit to start construction for Footing/Foundation [duplicate of 6) b) & c)]	\$555.00 \$575.00
c.	Minimum fee	\$225.00 \$245.00
d.	Occupancy permit [duplicate of 30) c)]	\$225.00 \$245.00 ea occupant or tenant space
e.	Occupancy, Hotels and Motels [duplicate of 30) a)]	\$55.00 \$65.00 ea unit
f.	Occupancy, No change in use: ownership/name change.	\$100.00
5.	<u>Industrial, Manufacturing, Warehousing</u>	\$0.31 \$0.34 /SQ. FT.
a.	(Office areas) + Fees from above	\$0.37 \$0.40/SQ. FT
b.	Permit to start construction for Footing/Foundation [duplicate of 6) b) & c)]	\$555.00 \$575.00
c.	Alterations	\$13.00 \$14.00 per \$1,000 valuation
d.	Minimum fee	\$335.00 \$365.00
e.	Occupancy permit [duplicate of 30) c)]	\$225.00 \$245.00 ea Tenant/Occupant/space

f.	Occupancy, No change in use: ownership/name change.	\$100.00
6.	<u>Permit to start construction for footings and foundations</u>	
a.	Residences – Apartment, Condo, Row Houses, Institutional dwelling	\$390.00 \$2.25 \$425.00 plus \$2.45/unit
b.	Industrial and Commercial	\$555.00 \$575.00
c.	Institutional	\$555.00 \$575.00
d.	Residences - One- & Two-Family Dwellings & additions thereto	\$225.00 \$245.00
7.	<u>Accessory buildings, detached garages and Agric bldgs > 120 sq. ft.</u>	\$0.31 \$0.34/SQ. FT.
e.	Occupancy permit, buildings 240 sq. ft. or larger	\$55.00 \$65.00
8.	<u>Buildings, structures, towers, alterations, fences, repairs where square footage cannot be calculated (see notes)</u>	\$13.00 \$14.00 /\$1,000 valuation
9.	<u>Heating, Incinerator Units & Wood burning Appliances</u>	
a.	Each unit, up to & including 150,000 input BTU units.	\$55.00 \$60.00
b.	Each additional, 50,000 BTU rounded up.	\$19.00 \$21.00
c.	Maximum Fee per Heating unit	\$1,100.00 \$1,200.00
10.	<u>Air Conditioning</u>	
a.	Each unit, up to 36,000 BTU's or 3 tons	\$55.00 \$60.00
b.	Each additional 12,000 BTU's or ton rounded up	\$19.00 \$21.00
c.	Maximum fee per unit	\$1,100.00 \$1,200.00
11.	<u>Commercial/industrial, Air handling units without heating or cooling</u>	\$55.00 \$60.00 each unit

12.	<u>Heating & Air Conditioning Distribution systems</u>	\$2.10 \$2.30 /100 sq. ft. of conditioned area
	a. One – and Two – Family	\$55.00 \$60.00 Minimum fee
13.	<u>Commercial/Industrial exhaust hoods & exhaust systems</u>	\$190.00 \$200.00 /unit
14.	<u>Energy Recovery Ventilators</u>	\$55.00 \$60.00
15.	<u>Demolition, Wrecking or razing, Interior Demolition</u>	\$90.00 \$95.00 Minimum plus \$0.11 \$0.12 /sq. ft.
	a. Maximum fee	\$1,100.00 \$1,200.00 per Bldg.
	b. Building Inspector may waive fee if building is condemned.	
16.	<u>Moving buildings over public ways</u>	\$240.00 \$260.00 plus \$0.11 \$0.12 /sq. ft.
17.	<u>Pools - Inground, Above Ground, Spas and air inflated pools</u>	\$13.00 \$14.00 /\$1,000 valuation, \$55.00 \$60.00 min./Maximum fee \$500.00 \$545.00
18.	<u>Decks</u>	
	a. Decks, less than one hundred (100) square feet	\$85.00 \$95.00
	b. Decks, One Hundred (100) square feet or more	\$170.00 \$180.00
19.	<u>Sheds, gazebos, arbors and similar structures, < 240 sq. ft.</u>	\$55.00 \$60.00
	a. Prefabricated Storage Enclosures	\$55.00 \$60.00
20.	<u>Plan Exam Fees - Residential & Institutional Dwellings</u>	
	a. One- & Two-Family	\$280.00 \$300.00
	b. Additions to One- and Two-Family	\$90.00
	c. Alterations to One- and Two-Family	\$55.00 \$90.00
	d. One- and Two-Family - <u>Footing and Foundation</u>	\$55.00 \$60.00
	e. Apartment, Condominiums, Row Houses, Multi-Family dwellings	\$335.00 \$365.00 plus \$28.00 \$31.00 per unit

f. Apartment, Condominiums, Row Houses, Multi-Family dwellings, Institutional – <u>Additions and Alterations</u>	\$225.00 \$28.00 \$245.00 \$31.00 plus per unit
g. Apartment, Condominiums, Row Houses, Multi-Family dwellings, Institutional – <u>Footing and Foundations</u>	\$115.00 \$2.25 \$125.00 \$2.45 plus per unit
h. Accessory buildings, 240 sq. ft. >120 sq ft or larger	\$67.00 \$75.00
i. Decks	\$55.00 \$75.00
j. Above Ground and Inground Swimming pools	\$55.00 \$60.00
k. Renewable Energy Systems / Solar Panels	\$55.00 \$60.00
l. Heating plans, energy calculations, structural plans, structural Components submitted separately.	\$115.00 \$125.00
m. Submittal of revisions to previously approved plans	\$55.00 \$60.00
n. Architectural Board Review Fee	\$55.00
21. Plan Exam Fees Administrative Plan Review Fees <u>Commercial, Industrial & Institutional Bldgs (Non-Dwelling)</u>	
a. New Building	
i. Less than 100,000 square feet	\$335.00 \$365.00
ii. Greater than 100,000 square feet	\$555.00 \$585.00
b. Additions and Alterations	
iii. 1 to 1,000 sq. ft.	\$280.00 \$305.00
iv. 1,001 to 2,500 sq. ft.	\$335.00 \$365.00
v. 2,501 to 5,000 sq. ft.	\$390.00 \$420.00
vi. 5,001 to 10,000 sq. ft.	\$445.00 \$475.00
vii. 10,001 sq. ft. and over	\$555.00 \$585.00
c. Heating plans, lighting and energy calculations, submitted separately from the permit application	\$115.00 \$125.00 each submittal
d. Structural plans, structural components, submitted separately from the permit application	\$115.00 \$125.00

- e. Revision to an approved survey after completion of Engineering Department review ~~\$67.00~~ **\$75.00**
- f. Alteration of tower, changes to or addition of antennas ~~\$280.00~~ **\$305.00**
- g. Renewable Energy Systems/ **Solar Panels** ~~\$150.00~~ **\$160.00**
- h. Commercial swimming pools and spas ~~\$115.00~~ **\$125.00** each
- i. Submittal of plan revisions during permit review ~~\$115.00~~ **\$125.00** each submittal
- j. Submittal of revised plans after permit issuance ~~\$225.00~~ **\$245.00** each submittal

22. Erosion Control fees

- a. One- & Two-Family Lots ~~\$185.00~~ **\$200.00**
- b. Multiple-Family Lots or units ~~\$215.00~~ **\$235.00**/Bldg plus ~~\$6.00~~ **\$6.50**/1,000 sq. ft. of disturbed area, ~~\$2,350.00~~ **\$2,560.00** maximum
- c. Commercial Lots ~~\$215.00~~ **\$235.00**/Bldg plus ~~\$6.00~~ **\$6.50** /1,000 sq. ft. of disturbed area, ~~\$2,350.00~~ **\$2,560.00** maximum
- d. Industrial Lots ~~\$215.00~~ **\$235.00** /Bldg plus ~~\$6.00~~ **\$6.50** /1,000 sq. ft. of disturbed area, ~~\$2,350.00~~ **\$2,560.00** maximum
- e. Institutional Lots ~~\$215.00~~ **\$235.00** /Bldg plus ~~\$6.00~~ **\$6.50** /1,000 sq. ft. of disturbed area, ~~\$2,350.00~~ **\$2,560.00** maximum
- f. Other ~~\$55.00~~ **\$60.00**

23. Reroofing, residing including trim

- | | |
|---|-----------------------------------|
| a. Residential | \$55.00 \$60.00 |
| b. Multiple-Family, Commercial, Industrial, Institutional | \$13.00 \$14.00 /\$1,000.00 value |
| c. Maximum | \$295.00 \$325.00 |
| d. Failure to obtain permit | TRIPLE FEES |

24. Renewable Energy Systems

- | | |
|--|---|
| a. Residential | \$13.00 \$14.00 /\$1,000 value, maximum fee
\$150.00 \$164.00 per unit |
| b. Commercial, Industrial, Institutional | \$13.00 \$14.00 /\$1,000 value, maximum fee
\$500.00 \$545.00 per building |

25. Failure to obtain Building/HVAC permits before commencing work

- | | |
|------------------------|---------------------|
| a. First offense | Triple fees (3X) |
| b. Subsequent offenses | Quadruple fees (4X) |

26. Failure to call for required Building/HVAC inspections. Including Occupancy \$115.00 \$125.00

- | | |
|------------------------|-------------------|
| a. Second offense | \$225.00 \$245.00 |
| b. Subsequent offenses | \$335.00 \$365.00 |

27. Inspections/Reinspections (All permit types) SEE NOTES FOR APPLICATION & RESTRICTIONS

- | | |
|---|--|
| a. First inspection and one (1) re-inspection | (included in permit) |
| b. Second Re-inspection and subsequent re-inspections | \$85.00 \$95.00 |
| c. Requests for inspections during non-working hours | \$100.00 \$110.00 per hour (2 - hour Min.) |

d.	License reinspections (2nd reinspection and subsequent re-inspections)	\$55.00 \$60.00 per reinspection
e.	Emergency Egress lighting inspection (during non-working hours) for each inspection	\$100.00 \$110.00 per hour (2 - Hour Min.)
28.	<u>Special Inspections</u>	\$100.00 \$110.00 per hour (2 - Hour Min.)
29.	<u>Wisconsin Uniform Building Permit Seal</u>	DSPS cost plus \$10.00 \$70.00
30.	<u>Occupancy Permit</u>	
a.	Residential units (All types), CBRF's, Institutional, Additions and Alterations	\$55.00 \$65.00 /unit
b.	Accessory Buildings, 240 sq. ft. or larger	\$55.00 \$65.00
c.	Commercial, Institutional (non-dwelling) & Industrial	\$225.00 \$245.00
d.	Commercial – No change in use: ownership/name change.	\$100.00
31.	<u>Driveway approaches, curb openings and curb replacement</u>	\$85.00 ea. \$90.00
32.	<u>Animal Permit</u>	\$85.00 \$90.00
33.	<u>Trip charge for offsite duplication of plans, etc.</u>	\$39.00 \$45.00
34.	<u>Technology Fee</u>	\$7.00 \$10.00
35.	<u>Duplication of Plans:</u>	[The City does not provide hard copies of plans; but an outside service may be available and the full costs are passed along.]
	a. Scanning per project (to pdf file only)	Hourly rate of the person scanning
36.	<u>Records Research for Information Requests</u>	
37.	<u>Surety Bond</u>	\$500.00 \$2,500.00

Requests for information that require research of the Inspection Department's records shall be charged at the actual costs. Pursuant to Wis. Stat. §19.34(c) "...an authority may impose a fee upon the requester

of a copy of a Record, not exceeding the actual, necessary, and direct cost of location, if the cost is \$50.00 or more.”

NOTE: Fees for reviewing plans or permits that are charged to the City by other government entities are passed along, at full cost, against the permit generating the additional fee. Such fees charged are required to be paid at time of application or at issuance if the fee occurred following application.

NOTE: Gross square footage calculations are based on the dimensions of the building from exterior faces of the exterior walls of each finished floor level and the garage. Unfinished basements, in one- and two-family dwellings or portions thereof, are not included in this calculation.

NOTE: Projects of and for the City of Franklin (General Government, not Special Fund entities or utilities) are exempt from permit fees.

NOTE: In determining valuation, all construction shall be included with the exception of heating, air conditioning, electrical or plumbing work. Permit fees for all One & Two-Family Dwelling interior alteration, remodeling, repair (excluding foundation repair work) and restoration projects including basement build-outs and specialty rooms, kitchen remodeling, bathroom remodeling, fire and water damage restoration work or similar repair work shall be based on square footage of work area utilizing the square footage multiplier under item 2 in this fee schedule. Work area shall be determined at the sole discretion of the Building Inspector.

NOTE: If construction is not commenced prior to expiration of the permit, that portion of the permit fee, excluding plan exam and technology fees that exceeds the minimum fee may be refunded upon written request.

NOTE: Unless specifically noted, all fees in fractions of a dollar shall be rounded to the next full dollar in value.

NOTE: In the case that the owner or contractor fails to commence construction prior to 4 months before the date the permit would expire per the code, a new permit application shall be required; and a new permit shall be issued at the regular fee.

NOTE: If the permit has expired before the construction work is completed, a new permit may be re-issued at one-half (1/2) the regular fee or at the re-inspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector. For permits re-issued, the regular fee shall not include any plan exam and occupancy permit fees.

NOTE: If construction was completed during the permit term and a Final Inspection was not done, the owner/contractor may, at any time, be entitled to one (1) Final Inspection and one (1) Final Re-inspection without the need to renew the permit or incur a separate inspection fee.

NOTE: Requests for Special Inspections or Inspections during Non-Working Hours are ONLY provided when an Inspector can be available. This does not include non-required Inspections or complaints.

SECTION 2: All ordinances or parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect upon its passage and publication as required by law.

SECTION 4: 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.

Introduced at a regular meeting of the Common Council of the City of Franklin on this _____ day of _____, 202__ by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 202__.

APPROVED:

By _____
John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES: _____ NOES: _____ ABSENT: _____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND CHAPTER 190 OF THE MUNICIPAL CODE FOR
PLUMBING PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES.

WHEREAS, it would be in the best interests of the City to adopt permit fee that provide fees which pay for the City's costs of these services.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF FRANKLIN DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Effective following publication or on _____, 202____, whichever is later, Section 190-11 of the Municipal Code of Franklin, Wisconsin, be and the same is amended to read as follows:

1. Sanitary Sewer System (includes first inspection and test)

- a. New connection at public main ~~\$85.00~~ **\$90.00** each
- b. From public main or curb to termination, Building Sewer. ~~\$85.00~~ **\$90.00** each 100 L.F.
(lengths less than 100 feet shall be rounded up to next 100 feet)
- c. Sanitary Building Drain System ~~\$85.00~~ **\$90.00** each 100 L.F.
(lengths less than 100 feet shall be rounded up to next 100 feet)
- d. Catch Basin/Site Drain/Manhole ~~\$55.00~~ Each **\$60.00**
- e. Repair or Terminated System ~~\$85.00~~ each **\$90.00**

2. Water lateral or private water main (includes first inspection and test)

- a. New connection at public main ~~\$85.00~~ each **\$90.00**
- b. From public main or curb to termination in building ~~\$85.00~~ **\$90.00** each 100 L.F.
(length less than 100 feet shall be rounded up to next 100 feet)
- c. Repair or terminate System ~~\$85.00~~ each **\$90.00**

3. Storm Sewer System

- a. New Connection at public main ~~\$85.00~~ **\$90.00**
- b. From public main or curb to termination, Storm Building Sewer ~~\$85.00~~ **\$90.00** /100 L.F.
(lengths less than 100 feet shall be rounded up to next 100 feet)
- c. Storm Building Drain System ~~\$85.00~~ **\$90.00** /100 L.F.
(lengths than 100 feet shall be rounded up to next 100 feet)

d. Catch Basin – Parking Lot	\$55.00 each	\$60.00
e. Catch Basin – Garage	\$55.00 each	\$60.00
f. Catch Basin – Yard Type	\$30.00 each	\$60.00
g. Repair or Terminate System	\$85.00	\$90.00
4. Street Cut (Slurry Mix Backfill) (per cut)	\$555.00	\$575.00
5. Mound System	\$450.00	\$480.00
6. Septic System	\$335.00	\$365.00
7. Holding Tanks	\$335.00	\$365.00
8. POWTS on-site soils verification	\$280.00	\$295.00
9. Fixture fee (New, remodeled and or capped)	\$17.00 per fixture	\$18.00
a. Single fixture replacement	\$35.00 minimum	
10. Replacement of building water piping, sewer piping, etc.	\$70.00	\$80.00
11. Appliance replacement (DW, WH, WS) Downspout/Sump Pump Burial	\$70.00	\$95.00 includes plan review
12. Irrigation system registration (lawn sprinklers) includes plan review	\$35.00	\$70.00
13. Check valve, backflow protection device	\$55.00 each	\$60.00
14. Well Abandonment	\$85.00	\$90.00
15. Well operating permits (5 Year Permit)	\$70.00	\$75.00
a. Well operating permit renewal	\$85.00	\$90.00
16. Septic tank abandonment	\$85.00	\$90.00
17. Private Sewage System Rehabilitation Program	\$335.00	\$350.00
18. Fire protection sprinkler Main Connection	\$70.00	\$75.00 each connection
19. Multi-purpose piping systems (Plan review and Inspections)	\$170.00	\$185.00
20. Failure to call for a required inspection	\$110.00	\$125.00
21. Job site visit requested for Informational purposes	\$55.00	\$95.00

22. Inspections	
a. First inspection and first reinspection	(included in permit)
b. Second re-inspection and subsequent re-inspections	\$85.00 \$95.00 per re-inspection
c. Requested inspection during non-work hours	\$100.00 \$110.00 /hour, 2-Hour minimum
d. License re-inspections (2nd re-inspection & additional inspections)	\$55.00 \$70.00 per re-inspection
23. Special inspections and reports	\$220.00 each
24. Plan review for residential water piping sizing (When Required)	\$40.00 \$50.00
25. Plan Exam Fees	\$35.00 \$40.00 per 0.5 Hour
26. Plan review for Private Onsite Waste Treatment Systems	\$220.00
27. Minimum Plumbing Permit Fee	\$70.00 \$95.00
28. Failure to obtain a permit before commencing work, (except emergencies) the fee shall be as follows:	
a. First offense	Triple fees (3x)
b. Second and subsequent	Quadruple fees (4x)
29) Trip charge for offsite duplication of plans, etc.	\$39.00 \$50.00
30) Technology Fee	\$7.00 \$10.00

NOTE: If construction is not commenced prior to expiration of the permit, that portion of the permit fee, excluding plan exam fees that exceeds the minimum fee will be refunded upon written request.

NOTE: Before any work is commenced or recommenced after a permit has expired, a new permit shall be re-issued at one-half (1/2) the regular fee or at the re-inspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector.

NOTE: If work was completed during the permit term and a Final Inspection was not done, the owner/contractor may, at any time, be entitled to one (1) Final Inspection and one (1) Final Re-inspection without the need to renew the permit or incur a separate inspection fee.

NOTE: Projects of and for the City of Franklin (General Government, not Special Fund entities or utilities) are exempt from permit fees.

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

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

SECTION 4: This Ordinance shall take effect upon its passage and publication as required by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 202__ by Alderman _____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 202__.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES: _____ NOES: _____ ABSENT: _____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND CHAPTER 118 OF THE MUNICIPAL CODE FOR
ELECTRICAL PERMIT FEES TO REPEAL AND RECREATE THE SCHEDULE OF PERMIT FEES

WHEREAS, it would be in the best interests of the City to adopt permit fees that provide fees which help to offset the City's costs of these services.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF FRANKLIN DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Effective following publication or on _____, 202__ whichever is later, Section 118-14 of the Municipal Code of Franklin, Wisconsin, shall be and the same is amended to read as follows:

§ 118-14. Permit fees.

Permit Fees. Fees shall be as follows:

Fee Amount

Category

(each unless noted)

- | | | |
|-----|--|--|
| 1. | Light switch and convenience outlets | \$1.10 \$1.25 |
| | a. Single switch/outlet | \$35.00 (flat fee) |
| 2. | Light fixtures | \$1.40 \$1.50 |
| 3. | Fluorescent fixtures | \$3.35 \$3.50 |
| 4. | Range | \$11.00 \$12.00 |
| 5. | Garbage grinding and disposal unit and Dishwasher | \$11.00 \$12.00 |
| 6. | Clothes dryer | \$11.00 \$12.00 |
| 7. | Water heaters, electric - new | \$11.00 \$12.00 |
| | a. Replacement water heater, electric | \$35.00 (flat fee) |
| 8. | Air conditioner – (Residential) | \$35.00 \$38.00 |
| | a. Replacement air conditioner (residential/multi family) | \$35.00 (flat fee) |
| 9. | Refrigeration units - commercial | \$11.00 \$38.00 |
| 10. | Feeders and sub feeders – per 100-amp capacity | \$22.00 \$24.00 /100 amps |
| 11. | Temporary Wiring installation for construction, fire damage, etc. | \$95.00 \$105.00 |
| 12. | a. Services: service switch and conductors | \$40.00 \$50.00 per 100 Amp. |
| | b. Service Disconnect | \$22.00 \$24.00 per Disconnect |

13.	Fans/motors Solar System (includes meter/service/feeder/array)	\$6.00	\$150.00
14.	Motors \$6.00/motor Plus \$1.10/HP (commercial)	\$6.00	\$6.50 + \$1.10 \$1.20/HP
a.	Fans/motors (residential)	\$6.00	
15.	Motor disconnects or controllers	\$6.00	\$6.50
16.	Fuel pumps, mound systems, water pumps	\$11.00	\$12.00
17.	Transformers and generators	\$35.00	\$4.00 per KW
18.	Space heating systems	\$11.00	per unit \$12.00
19.	Furnaces and heating devices - new	\$11.00	\$12.00
20.	Replacement furnaces and heating devices (residential/ multi family)	\$35.00 (flat fee)	
	Commercial Heating/Cooling units (RTU's)	\$50.00	
21.	Dimmers, occ. Sensors, audible or visual signal devices, surge Protectors, Low voltage, Data, Alarms, etc.	\$1.10/\$1.25/device	
22.	Power receptacles		
a.	1 to 30 amperes	\$7.00	\$12.00
b.	Over 30 amperes	\$9.00	\$14.00
23.	Wire ways, busways, under floor raceways	\$1.10/Ft.	\$1.20
24.	HID, mercury, sodium and metal halite, LED	\$2.25	\$2.45
25.	Post light (residential)	\$7.00	\$8.00
26.	Light poles (commercial)	\$11.00	\$12.00
27.	Machines, X-ray, motion-picture, welders	\$35.00	\$38.00
28.	Stage lights	\$0.45	\$1.00
29.	Elevators	\$17.00	\$20.00
30.	Signs	\$35.00	\$40.00
31.	Swimming pool wiring		
a.	In-ground pool	\$70.00	\$80.00
b.	Aboveground pool	\$70.00	\$80.00
c.	In pool lighting	\$17.00	\$18.00
32.	Hot tub, spa, whirlpool	\$35.00	\$40.00
33.	Fountains	\$17.00	\$19.00

34.	Cranes and hoists	\$35.00 \$38.00
35.	Fire protection signaling and communication devices	\$0.55 \$1.25 per device
36.	Fire, carbon monoxide, smoke alarms	\$3.35 \$1.25
37.	Fire/alarm panels and controllers	\$6.00 \$6.50
38.	Failure to call for final inspection	\$110.00 \$125.00
39.	Inspections	
a.	First inspection and reinspection	Included in permit
b.	Second reinspection and additional	\$85.00 \$95.00 per re-inspection
c.	Requested inspection during non-working hours	\$100.00 \$110.00 /hour, 2-hour minimum/License re-inspections
	(2nd re-inspection and subsequent inspections)	\$85.00 \$95.00 per re-inspection
40.	Special inspections	\$100.00 \$110.00 /hour, 2-hour minimum
41.	Minimum Electrical Permit fee	\$95.00 Residential 1 & 2 Family, Multi-Family dwelling units \$115.00 All other uses \$125.00
42.	Failure to obtain permit before commencing work	
a.	First offense	Triple fee (3X)
b.	Second offense or repeat offender	Quadruple fee (4X)
43.	Trip charge for offsite duplication of plans, etc.	\$40.00
44.	Technology Fee (required for all permits)	\$7.00 \$10.00

NOTE: Projects of and for the City of Franklin (General Government, not Special Fund entities or utilities) are exempt from permit fees.

NOTE: If construction is not commenced prior to expiration of the permit, that portion of the permit fee, excluding plan exam fees that exceeds the minimum fee, will be refunded upon written request.

NOTE: Before any work is commenced or recommenced after a permit has expired, a new permit shall be re-issued at one-half (1/2) the regular fee or at the re-inspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector.

NOTE: If work was completed during the permit term and a Final Inspection was not done, the owner/contractor may, at any time, be entitled to one (1) Final Inspection and one (1) Final Re-inspection without the need to renew the permit or incur a separate inspection fee.

SECTION 2. All ordinances or parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 3. This Ordinance shall take effect upon its passage and publication as required by law.

SECTION 4. 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.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 202__ by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 202__.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES: _____ NOES: _____ ABSENT: _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/2/2025
REPORTS & RECOMMENDATIONS	Authorization to Contract with QPS Employment Group, Inc. for Temporary HR Staffing Services	ITEM NUMBER 95.6.
DESCRIPTION Approval is requested to authorize the Director of Administration to work with QPS Employment Group, Inc. (QPS) to provide temporary staffing services to support the City's Human Resources division during the transition period created by the retirement of the City's HR Manager, effective December 4, 2025. This authorization includes the option to continue services on a temporary or long-term basis, depending on performance, operational needs, and ongoing evaluation of HR department structure during the upcoming recruitment period. BACKGROUND After 20 years of service, the City's HR Manager is retiring effective December 4, 2025. The HR office is responsible for critical ongoing functions, including employee onboarding, benefits administration, payroll coordination, recruitment processing, labor relations support, and compliance documentation. Due to the complexity and volume of these responsibilities, coupled with the immediate timing of the vacancy, temporary staffing support is necessary to maintain continuity of HR operations. The City has in its possession for review a Staffing Services Agreement with QPS Employment Group that sets forth terms for recruitment, screening, placement, payroll, and administrative responsibilities for assigned temporary staff. QPS will provide a qualified HR-focused temporary staff member who will work under the City's supervision. The agreement includes protections related to payroll, workers' compensation, OSHA obligations, indemnification, billing structure, and termination rights. Engagement of QPS at this time ensures that the City can maintain HR operations while simultaneously evaluating long-term organizational needs and executing a recruitment process for the permanent position. FINANCIAL IMPACT Cost to City: - Hourly bill rate will be based on the classification and market rate for the HR temporary staffing placement through QPS. - Estimated cost will be included within the 2025 and 2026 approved budgets for HR operations. Future Implications: - Temporary staffing is intended to stabilize operations until a permanent HR solution is in place. - The City retains the option to continue, modify, or discontinue temporary placement based on department needs, performance, and budgetary factors. - Conversion fees apply only if the City elects to hire the assigned worker permanently before the 600-hour threshold, consistent with Section 2 of the QPS agreement.		

RECOMMENDATION

Staff recommends approval to contract with QPS Employment Group for immediate temporary HR staffing support beginning in December 2025, with flexibility for continued services based on operational needs and transition considerations. The City Attorney shall complete final contract review and technical corrections to ensure terms are appropriate for municipal operations. Engagement will proceed following any modifications the City Attorney deems necessary.

COUNCIL ACTION REQUESTED

Motion 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 HR 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.

QPS EMPLOYMENT[®] GROUP

STAFFING SERVICES AGREEMENT

QPS Employment Group, Inc. ("QPS"), Corporation, with its principal office located at 250 N Patrick Blvd, Suite 185, Brookfield, WI 53045 and City of Franklin including its affiliated and subsidiary companies, ("Customer") agree to the terms and conditions set out in this Staffing Services Agreement and any attachments ("Agreement"). In the Agreement QPS and Customer, can be referred to jointly as the "parties".

1. QPS Responsibilities

QPS, as the common law employer of its Associate Employees ("AEs"), agrees to recruit, screen, interview and assign its AEs to perform work under Customer's supervision as described in the job descriptions and work orders Customer provides to QPS. QPS is committed to equal employment opportunity and therefore will recruit and hire employees based on merit and qualifications without regard to race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, disability, veteran status or any other protected characteristic. QPS will be responsible for paying AEs' wages and providing them with benefits as required by law, withholding and paying payroll taxes, providing unemployment and workers' compensation insurance, maintaining all I-9 forms, and compliance with all federal, state and local laws applicable to QPS as an employer or as a common law employer, including but not limited to, compliance with all of the provisions of the Patient Protection and Affordable Care Act (ACA).

2. Customer Responsibilities

Customer agrees to supervise QPS' AEs, provide them with a safe place to work, provide all safety training and safety equipment applicable to Customer's specific industry and processes, restrict the AEs duties to those contained in the job description provided to QPS (including but not limited to changes in duties, worksite location, equipment used, or any other material modifications must be pre-approved in writing by QPS; any unapproved changes shall be made at Customer's sole risk and may result in Customer assuming full liability for any resulting claims, damages, or injuries arising from unauthorized assignment changes), report any injury to AEs to QPS, as soon as possible, maintain an OSHA log listing any work site injuries which includes AEs and to comply with all federal, state and local laws applicable to Customer and its industry. Customer shall approve the time of all AEs on assignment for Customer and make sure the time is accurate.

Customer agrees to conduct and maintain records of any site-specific air quality, noise monitoring, or other OSHA-required monitoring conducted in their facility and to promptly notify QPS of any concerns arising out of such monitoring. Customer agrees to perform all OSHA-required medical surveillance or evaluations and maintain the required medical surveillance or evaluation records in accordance with OSHA standards. If Customer, hires any AE prior to the AE working 600 hours on assignment for Customer (or others hour amount as agreed to by the parties), or hires the AE through another service before completing the hours agreed to, Customer agrees to pay QPS a fee in the amount equal to what Customer would have paid QPS had such AE worked at Customer facility for that number of hours at QPS current mark-up. Conversion buy-out is calculated by agreement hours to be hired with no fee minus hours already worked x (Bilrate-Payrate) = Buyout Fee.

3. Invoice Payment

Customer agrees to pay QPS invoices within 15 days of the date of the invoice. If Customer does not pay the invoice within 60 days, QPS will charge Customer interest at the rate of one and one half percent per month. If QPS has to take legal action to collect an invoice, Customer will pay all the costs of collection, including attorney and/or legal fees. An invoice is deemed accepted and satisfactory to Customer, if no objection is made to the invoice to QPS by Customer within 10 days from the date of the invoice. QPS reserves the right to change rates if there are cost increases to QPS due to changes in unemployment or workers' compensation rates, federal, state, or local taxes, changes in local, state or federal laws impacting QPS' cost to do business, or, statutory regulations or mandates. QPS shall give Customer 15 days notice of any rate change.

4. Prohibited and Restricted Work

An AE is allowed to operate powered industrial trucks only when the Customer provides site specific training and certification to the AE on-site, prior to such operation by the AE. Customer shall provide confirmation of this to QPS. QPS AEs are not permitted to operate any motor vehicle, including their own vehicle, or be entrusted with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade information, negotiable instruments or other valuables, while on assignment to Customer. Any AE providing any supervisory, quality/inspection control or mechanical services will not have any sign off or final inspection authority while performing such services, and can never supervise any non-QPS employees.

QPS strictly prohibits its AEs from performing work in confined spaces, work as attendants or fire watch, work involving heights such as the use of scaffolding, ladders, etc., work involving contact with bodily fluids including clean up and transport, work involving the transportation and handling of liquid metals and other high temperature materials and fluids, work on docks or water, and any work around active railroad lines, moving railroad cars or active railroad sidings.

5. Removal From Assignment

QPS has the right to remove its AEs from Customer's assignments if Customer fails to pay QPS or if Customer is unable to meet Customer obligations under this Agreement. Customer has the right to ask QPS to remove an AE from his/her assignment for any lawful reason at any time. Customer shall notify QPS of any unsatisfactory AE within 2 hours of said unsatisfactory performance.

6. Indemnification

To the extent permitted by law, the parties both agree to indemnify, defend and hold each other harmless for our own and our respective employees' negligent acts or omissions or willful misconduct or any breach of the terms of this Agreement. If either party asks for indemnification under this Agreement, the party will do so within ten (10) business days of receiving notice of any claim. Any claim related to work performed must be submitted in writing within 90 days of the end of the AE's assignment. Neither party will be responsible for any indirect, incidental, consequential, exemplary, special, punitive or lost profit damages that arise under this Agreement regardless of how the damages are characterized. However, in the event the job description Customer provides to QPS includes access to cash, credit cards, keys, and personal identification information and QPS agrees to provide AEs for that job description, or, Customer allows the AEs to have such access without QPS' expressed written agreement, this Section 6 shall be amended as follows: Customer agrees to indemnify, defend and hold QPS harmless from any and all liability associated in any way with the loss or disappearance of cash, funds, credit card information, keys, or personal identification information belonging to Customer or any third party, however it may occur, including any negligence or willful misconduct on the part of AEs while on assignment at for Customer.

7. Termination

This Agreement may be terminated by either party upon sending a seventy-two (72) hours written notice to the other party. If one party becomes bankrupt or insolvent, discontinues operations, breaches the Agreement or fails to make a payment under the Agreement, either party can terminate the Agreement upon seventy-two (72) hours written notice.

8. Applicable Law

The laws of the State of Wisconsin will apply to this Agreement without reference to any conflicts of law principles. Any action or dispute will be brought in the courts located in the state referenced above. Invoices may include, and Customer shall be liable for, all applicable federal, state and local taxes, including any sales and use tax, unless Customer provides QPS with a tax exemption certificate.

9. Confidentiality and Non-solicitation:

The parties agree to keep the terms and conditions of this Agreement confidential and agree to only disclose its contents to those employees and advisors on a need to know basis. Customer agrees not to solicit, in any manner, or hire any **internal** QPS employees for employment or as an independent contractor (without QPS's CEO or President's express written consent). In the event, Customer or any Customer subsidiaries or affiliates violate this requirement not to solicit or hire, Customer agrees to pay QPS, immediately upon demand a fee equal to 30% of all compensation that you may pay the former QPS employee during his/her first twelve months of service with you.

10. Use of Subcontractors:

QPS may use subcontractors, with Customer's approval, and QPS will require subcontractor's compliance with the terms and conditions of this Agreement, as well as be responsible for any payments to subcontractors. Customer agrees that all of its rights, duties, and responsibilities under this Agreement that apply to QPS and QPS' AEs shall apply to subcontractor and subcontractor employees, and that QPS billing can include invoicing for subcontractors.

11. Notices

The parties agree to send communications concerning this Agreement to the addresses provided to each other.

By signing below, you agree that you are authorized to sign this Agreement.

City of Franklin

QPS Employment Group, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 2, 2025
REPORTS AND RECOMMENDATIONS	A Resolution Approving and Authorizing the Execution of a First Amendment to Agricultural Lease Agreement for Farmland Use Upon City Property Bearing Tax Key Nos. 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin, and a Landowner's Statement in Relation Thereto	ITEM NUMBER 15.7.

Annexed hereto is a draft First Amendment to Agricultural Lease Agreement, and a Landowner's Statement which is used in the State farmland programs. The Agricultural Lease Agreement was entered into by the City and John T. Napientek on May 22, 2023, a copy of which with its related documents are annexed hereto. The intention and purpose of the lease is set forth in the Whereas provisions of the Resolution, Agreement and First Amendment annexed hereto.

COUNCIL ACTION REQUESTED

A motion to Adopt A Resolution Approving and Authorizing the Execution of a First Amendment to Agricultural Lease Agreement for Farmland Use Upon City Property Bearing Tax Key Nos. 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin, and a Landowner's Statement in Relation Thereto.

Legal Services Dept.: jw

FIRST AMENDMENT TO AGRICULTURAL LEASE AGREEMENT

This FIRST AMENDMENT (the "Amendment") TO AGRICULTURAL LEASE AGREEMENT (the "Agreement") is made and entered as of the _____ day of December, 2025, by and between the City of Franklin, a Wisconsin municipal corporation ("City"), and John T. Napientek, an adult resident of the City of Franklin, State of Wisconsin, ("Tenant").

WHEREAS, the City and Tenant entered into the Agreement on May 22, 2023, which Agreement Term terminates on December 31, 2025, and the City and Tenant wish to continue the Agreement for three more years, unless during such time the City determines another use or state of the approximately 60 acres of tillable land Leased Premises property bearing Tax Key Nos. 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin, is appropriate.

NOW, THEREFORE, in consideration of the following conditions and covenants, and good and other valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and Tenant hereby agree as follows:

1. **Agreement.** The Agreement between the City and Tenant entered into on May 22, 2023 and all of the terms and provisions thereof are hereby incorporated herein and shall remain in effect, except as otherwise stated herein.
2. **Term.** This Amendment shall be effective for a term of three (3) years of farmland use, commencing on January 1, 2026 (the "Commencement Date") and terminating on December 31, 2028 (the "Expiration Date"), unless sooner terminated in accordance with the terms of this Amendment and the Agreement terms incorporated herein. Tenant covenants and agrees that upon the expiration or earlier termination of this Amendment, or portion thereof, Tenant shall deliver possession of the Leased Premises promptly to the City free and clear of all debris and Tenant's personal property.
3. **Rent.** Provision 3. Rent., in the Agreement is hereby amended as follows:
 - "approximately 65.2 acres tillable land @ \$100 per acre, per year (\$6,520.00 per year)"be and the same is hereby amended to read as follows:
 - "approximately 65.2 acres tillable land @ \$125 per acre, per year (\$8,150.00 per year)";all of the other terms and provisions of Provision 3. Rent in the Agreement shall remain in full force and effect.
4. **Termination by the City for another use or state of the Leased Premises.** If, during the term of this Amendment the City determines that the Leased Premises should be available for another use or state of the Leased Premises, this Amendment and the Agreement, and any extension thereof, shall be subject to cancellation by the City upon 180 days written notice to Lessee. In the event of such termination, Lessee shall not be obligated to pay any rent hereunder during any remaining portion of the year the Amendment is no longer in effect, and

any rent portion therefore previously paid by the Tenant shall be reimbursed to the Tenant by the City. Any such determination by the City shall be made by the City Common Council.

5. **No other changes.** Except as otherwise expressly provided in this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

City of Franklin, Wisconsin

Tenant

By: _____
John R. Nelson, Mayor

By: _____
John T. Napientek

Date: _____

Date: _____

By: _____
Shirley J. Roberts, City Clerk

Date: _____

By: _____
Danielle L. Brown,
Comptroller and Director of Finance
& Treasurer

Approved as to form:

Jesse A. Wesolowski, City Attorney

Date: _____



LANDOWNER'S STATEMENT

Farm # _____ Crop Year _____

I, _____ (landowner) certify that I will rent _____ acres

of my farm located _____

to _____ (operator) for cash for the crop year.

Operator has operational control over all of the cropland for the crop year. Landowner will receive no benefit from the crops grown on this farm in the crop year and waives any interest in and title to commodities grown on this land.

Landowner's signature

Date

Address

Phone Number

City, State, Zip

Operator's signature

Date

This form is provided by University of Wisconsin-Extension as part of its educational programming and is not intended as a substitute for legal advice. The University of Wisconsin-Extension does not provide legal advice or make any representations about the legal effect of this document. Users should consult an attorney regarding the legal effect of this document. If the parties to the lease do not have a written lease agreement, they should consider using one of the lease forms available at <http://www.mwps.org/>. Choose "Farm Business" and then "NCFMEC Rental Agreement Series" or "NCFMEC Lease Forms." Or, contact your University of Wisconsin County Extension office for information on leases.

AGRICULTURAL LEASE AGREEMENT

This AGRICULTURAL LEASE AGREEMENT (the "Agreement") is made and entered as of the 22nd day of May, 2023, by and between The City of Franklin, a Wisconsin municipal corporation ("City"), and John T. Napientek, an adult resident of the City of Franklin, State of Wisconsin, ("Tenant").

WHEREAS, the City owns certain lands within the City of Franklin that the City acquired in the Fall of 2022 for intended public park purposes use to be developed over time; and

WHEREAS, recognizing the public park purposes use to be developed over time, and that the subject vacant property had been farmed for years pursuant to a verbal lease between the former owner of the property and the lessee performing the farmland use, the City offer to purchase in the subject property acquisition provided that such farmland use after the acquisition by the City would be subject to a written lease approved by the City; and

WHEREAS, Tenant wishes to lease approximately 60 acres of tillable land from the City on the property, which is the area of the property which has been so farmed by Tenant through the previous years.

NOW, THEREFORE, in consideration of the following conditions and covenants, and good and other valuable consideration, the receipt and sufficiency which are hereby acknowledged, City and Tenant hereby agree as follows:

1. **Lease.** For value received, and subject to the terms and conditions hereinafter set forth, City hereby leases to Tenant, and Tenant leases from City approximately 60 acres of tillable land shown generally on Exhibit A (the "Leased Premises").

2. **Term.** This Agreement shall be effective for a term of three (3) years of farmland use, commencing on May 22, 2023 (the "Commencement Date") and terminating on December 31, 2025 (the "Expiration Date"), unless sooner terminated in accordance with the terms of this Agreement. Tenant covenants and agrees that upon the expiration or earlier termination of this Agreement, or portion thereof, Tenant shall deliver possession of the Leased Premises promptly to City free and clear of all debris and Tenant's personal property.

3. **Rent.** In consideration of the use and occupancy of the Leased Premises, Tenant shall pay rent to City as follows:

- approximately 65.2 acres tillable land @ \$100 per acre, per year (\$6,520.00 per year)

The first-year's rent and for each subsequent year shall be due and payable on or before December 15 of the subject year. Tenant shall be in default of this Agreement if any rent payment is not received by the tenth (10th) day after such payment of rent is due.

4. **Taxes.** Tenant shall have no obligation to pay any real estate taxes or special assessments levied on or against the Leased Premises during the term of this Agreement.

5. **Maintenance.** During the term of this Agreement, Tenant shall keep and maintain the Leased Premises free and clear of debris. Tenant shall not, without the prior written consent of City, which consent shall be in City's sole and absolute discretion, perform any grading, alterations, construct any structures or improvements, or conduct any other activity or operation upon the Leased Premises except for the routine work performed in the ordinary course of Tenant's agricultural operations.

During the term of this Agreement, Tenant shall, at Tenant's sole cost and expense, make all necessary repairs resulting from damage or excessive wear and tear caused to the Leased Premises by the activities or omissions of the Tenant. Tenant shall maintain drainage tiles on the property. Except for the foregoing, Tenant shall have no obligation to make repairs to or replace any major mechanical systems. Tenant shall be solely responsible for snow and ice removal around and affording access to the Leased Premises; City shall not be responsible for snow and ice removal.

6. **No Assignment or Subletting.** Tenant shall not assign this Agreement nor sublet all or any portion of the Leased Premises without the prior written consent of City, which consent shall be in City's sole and absolute discretion. Any assignment or sublease in violation of this provision shall be null and void.

7. **Insurance.** During the term of this Agreement, Tenant shall obtain and maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Said insurance policy or policies of insurance shall name City as an additional insured. A copy of such policy or policies of insurance, or a certificate evidencing such coverage, shall be delivered to City upon the execution of this Agreement by Tenant.

8. **Use During the Term.** Tenant shall promptly comply with all laws and governmental regulations with respect to its use and occupancy of the Leased Premises. The City allows Tenant participation in the USDA farm program(s). The City recognizes that it receives no benefit USDA farm program(s) payment(s). The City recognizes that Tenant does not allow hunting on the Leased Premises.

Tenant shall use the tillable land exclusively for agricultural purposes provided that only contoured farming practices shall be permitted. Tenant shall be entitled to grow crops planted on the tillable land and to harvest and receive full payment for the same. Tenant shall not cut, harvest or remove any trees or shrubs on the Property without the prior written consent of City, which consent shall be in City's sole and absolute discretion. Use of herbicides, fertilizers and similar chemicals applied to plants and/or soil shall be used only in accordance with all applicable local, state and federal rules, laws, and regulations.

9. **Termination Upon Default.** Upon prior written notice from City to Tenant, if Tenant fails to comply promptly with any provision hereof City shall have the right to initiate legal action to recover possession of the Leased Premises and to recover any and all damages and

costs incurred or sustained by City, including, without limitation, any payments, charges or reimbursements due to City hereunder or payable by Tenant hereunder, for the loss of use of the Leased Premises, and for all reasonable costs incurred in obtaining possession of the Leased Premises and enforcing the terms hereof, including reasonable attorneys' fees.

10. **Indemnification.** By Tenant. Tenant agrees to release, indemnify and hold City harmless from and against any and all damages, claims, obligations, liabilities, losses, costs, or expenses of any kind or nature (including, without limitation, reasonable attorneys' fees), arising out of or in connection with: (i) Tenant's failure to perform or observe any of the terms and conditions contained in this Agreement; (ii) Tenant's use and occupancy of the Leased Premises, or any activity conducted thereon, by Tenant or any of its employees, agents, contractors, representatives, or invitees; and (iii) any work or thing whatsoever done or any condition created by or any other act or omission of Tenant, or any of its employees, agents, contractors, representatives, or invitees, in or about the Leased Premises.

The indemnification obligations of Tenant hereunder shall survive the expiration or earlier termination of this Agreement.

11. **Access.** City, its employees, agents, contractors shall have access to the Leased Premises at all times to inspect the Leased Premises to assure itself that Tenant is complying with the provisions hereof, or to undertake any repair or maintenance which it deems necessary.

12. **Time.** Time shall be of the essence with regard to each and every provision contained in this Agreement including, but not limited to, Tenant's payment of Rent.

13. **Notices.** All notices hereunder shall be given in writing and shall be considered given (i) upon receipt, if hand delivered, or (ii) upon deposit with a nationally recognized overnight commercial courier service, airbill prepaid, or with the United States Postal Service for delivery by certified mail, return receipt requested and with postage prepaid. Notices sent by courier or U. S. mail shall be addressed as follows, or to such other address as a party may provide by written notice to the other.

To City:
City of Franklin
attn. City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

To Tenant:
John T. Napientek
10233 West Ryan Road
Franklin, Wisconsin 53132

14. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, and venue for all disputes under this Agreement shall be the State of Wisconsin Circuit Court for Milwaukee County.

15. **Severability.** If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

16. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, heirs, and assigns.

17. **Entire Agreement; Amendment.** Agreement (including the Exhibit A attached hereto) constitutes the entire agreement between the parties hereto regarding the subject matter hereof. This Agreement may be modified or amended only by written instrument signed by both parties.

18. **Counterparts.** This Agreement and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one agreement.

City of Franklin, Wisconsin

Tenant

By: [Signature]
John R. Nelson, Mayor

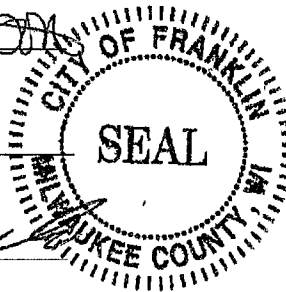
By: [Signature]
John T. Napientek

Date: 5-22-23

Date: 5-19-2023

By: [Signature]
Karen L. Kastenson, City Clerk

Date: 5/22/23



By: [Signature]
Thomas S. Bakalarski, Interim
Comptroller and Treasurer

5/22/23
Approved as to form:

[Signature]
Jesse A. Wesolowski, City Attorney

Date: 5/24/23

Exhibit A

Leased Premises are upon properties bearing Tax Key Nos. 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin.

Legal Description:

PARCEL A:

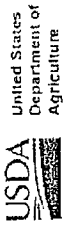
Lot 2 of Certified Survey Map No. 8293 recorded October 11, 2010 as Document No. 9924693, being the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 29 and the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

PARCEL B:

All of the Southwest 1/4 of Section 29, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, excepting the East 100 acres and the South 20 acres. INCLUDING those lands described in Quit Claim Deed recorded September 11, 1978 as Document No. 5249214 described as follows: That part of the Southwest 1/4, excepting the East 100 acres thereof, of Section 29, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 00° 32' 59" West along the West line of said 1/4 Section 878.40 feet to a point; thence North 88° 17' 35" East 990.95 feet to the point of beginning of the land to be described; thence North 00° 35' 49" West 1,762.88 feet to a point on the North line of said 1/4 Section; thence North 88° 08' 59" East along the North line of said 1/4 Section 2.40 feet to a point on the West line of the East 100 acres of said 1/4 Section, said point being 1,646.85 feet South 88° 08' 59" West of the Northeast corner of said 1/4 Section; thence South 00° 40' 30" East along the West line of the East 100 acres of said 1/4 Section 1,762.84 feet to a point; thence South 88° 17' 35" West 4.81 feet to the point of beginning.

EXCEPTING those lands described in Quit Claim Deed recorded September 11, 1978 as Document No. 5249215 described as follows: That part of the Southwest 1/4, excepting the East 100 acres thereof, of Section 29, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 88° 21' 54" East along the South line of said 1/4 Section 991.65 feet to the point of beginning of the land to be described; thence continuing North 88° 21' 54" East along the South line of said 1/4 Section 6.01 feet to a point on the West line of the East 100 acres of said 1/4 Section, said point being 1,646.72 feet South 88° 21' 54" West of the Southeast corner of said 1/4 Section; thence North 00° 40' 30" West along the West line of the East 100 acres of said 1/4 Section 879.61 feet to a point; thence South 88° 17' 35" West 4.81 feet to a point; thence South 00° 35' 49" East 879.63 feet to the point of beginning. Excepting therefrom the South 24.75 feet for road purposes.

Depiction of Leased Premises:



Racine County, Wisconsin

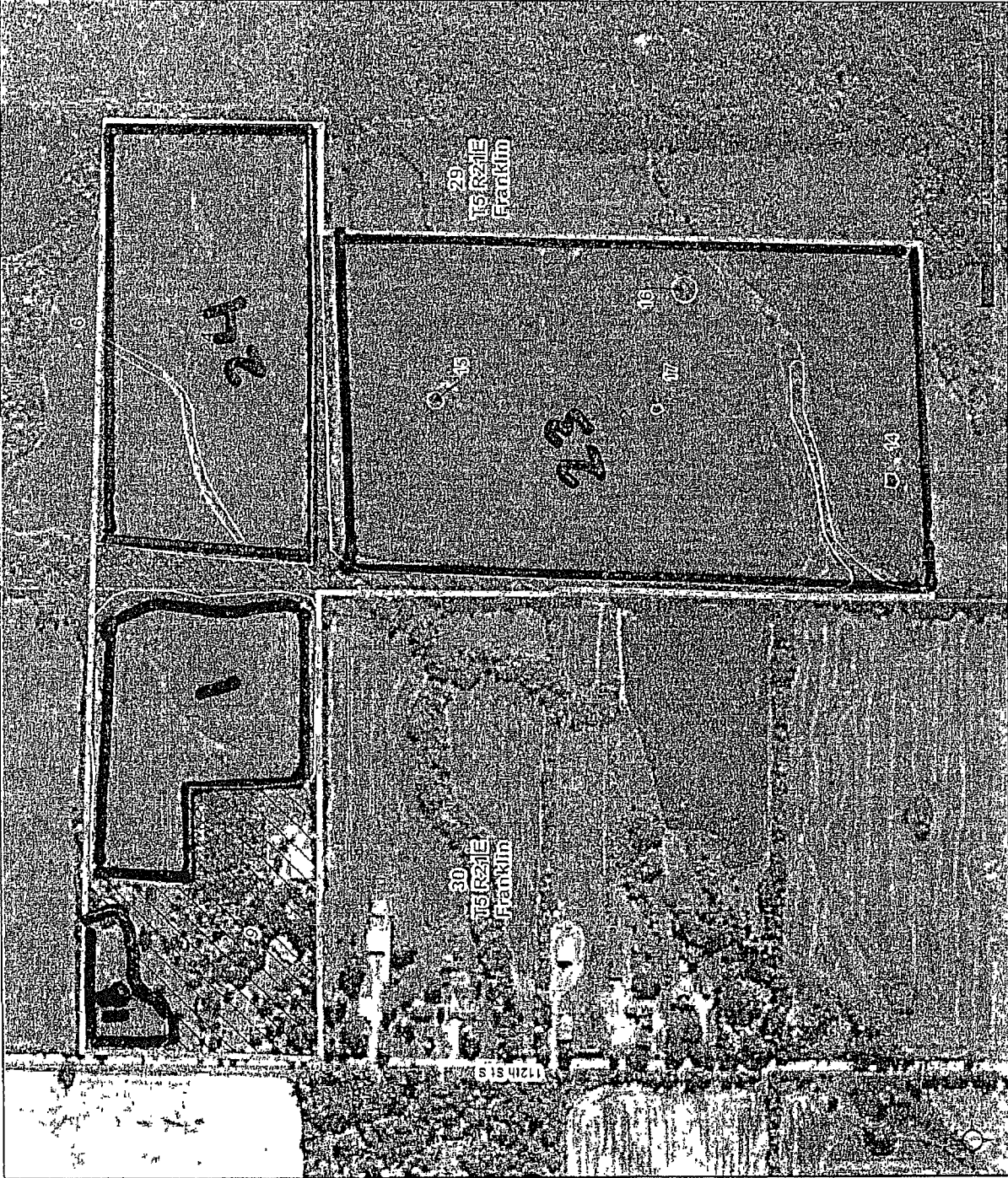
Entire Tract: IR / NI GR / FG unless otherwise labeled

Farm 9658
Tract 3141

2022 Program Year

CLU	Acres	HEL	Crop
1	9.55	NHEL	NC
6	0.38	NHEL	NC
9	12.94	NHEL	NC
14	0.03	NHEL	NC
15	0.04	NHEL	NC
16	0.09	NHEL	NC
17	0.02	NHEL	NC
18	1.72	NHEL	NC
23	37.36	NHEL	NC
24	16.57	NHEL	NC

Page Cropland Total 65.2 acres



Map Created March 24 2022

Common Land Unit
cropland_indicator_3CM

Non-Cropland

Cropland

Tract Boundary

NAIP Imagery 2020

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation

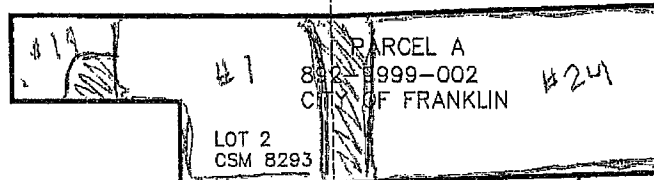
Compliance Provisions

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

DEPICTION OF LEASE PREMISES
TAX KEY NUMBERS 892-9999-002 & 937-9999-004

N.E.1/4
SEC. 30 T.5N.R21E.

N.W.1/4
SEC. 29 T.5N.R21E.



S.E.1/4
SEC. 30 T.5N.R21E.

937-9999-004
CITY OF FRANKLIN

Incl. Doc .5249214

PARCEL B
#23

937-9998-000
MILWAUKEE COUNTY

S.W. 1/4
SEC. 29 T.5N.R21E.

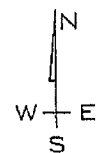
EAST 100 AC

937-9998-003
TIMPE, JOSHUA C
TIMPE, FRANCES
SOLIVAN

Exc. Doc .5249215

SOUTH
20 AC

24.75 Dedicated for
road purposes



NOT TO SCALE



Division of Extension
University of Wisconsin-Madison

LANDOWNER'S STATEMENT

Farm # _____ Crop Year: 2023

I, John R. Nelson, Mayor, City of Franklin (landowner) certify that I will rent 65.2 acres
of my farm located at 0 South 112th Street (Taxkey no: 892-9999-002) and 012 East Oakwood Road (Taxkey no: 892-9999-001)
to John T. Napientek (operator) for cash for the crop year. Operator has
operational control over all of the cropland for the crop year. Landowner will receive no benefit
from the crops grown on this farm in the crop year and waives any interest in and title to
commodities grown on this land.

[Signature]
Landowner's signature John R. Nelson, Mayor

5-22-23
Date

9229 W. Loomis Rd., Franklin, WI 53132
Landowner's Address

414-425-7500
Phone Number

Landowner's City, State, Zip

City Clerk; R.Kastenson@franklinwi.gov
Landowner's Email

[Signature]
Operator's signature

5-25-2023
Date

414-640-7772
Operator's Phone number

Operator's Email

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

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 RURAL INSURANCE 135 S. 6TH AVE. WEST BEND, WI 53095	CONTACT NAME: GINA FRITSCH PHONE (A/C No. Ext): 262-781-1877 E-MAIL ADDRESS: gfritsch@ruralins.com FAX (A/C No): 262-781-1847
INSURED JOHN NAPIENTEK 10233 W RYAN ROAD FRANKLIN, WI 53132	INSURER(S) AFFORDING COVERAGE INSURER A: RURAL MUTUAL INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			FRMG101498	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 1,000,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
A	☒ UMBRELLA LIAB			FRMG101498	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

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

65 Acres
Tax Key # 892-9999-002 and 937-9999-004 (Franklin, WI)
Additional Insured: City of Franklin

CERTIFICATE HOLDER

CANCELLATION

City of Franklin Attn: City Clerk 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 GINA FRITSCH
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STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AGRICULTURAL LEASE AGREEMENT FOR FARMLAND USE UPON CITY PROPERTY BEARING TAX KEY NOS. 892-9999-002 (0 SOUTH 112TH STREET) AND 937-9999-004 (0 WEST OAKWOOD ROAD) IN FRANKLIN, WISCONSIN, AND A LANDOWNER'S STATEMENT IN RELATION THERETO

WHEREAS, the City owns certain lands within the City of Franklin that the City acquired in the Fall of 2022 for intended public park purposes use to be developed over time; and

WHEREAS, recognizing the public park purposes use to be developed over time, and that the subject vacant property had been farmed for years pursuant to a verbal lease between the former owner of the property and the lessee performing the farmland use, the City offer to purchase in the subject property acquisition provided that such farmland use after the acquisition by the City would be subject to a written lease approved by the City; and

WHEREAS, the City entered into a lease on May 22, 2023 with a person who wished to lease approximately 60 acres of tillable land from the City on the property, which is the area of the property which has been so farmed by the person through the previous years, and the person wishes to continue the lease which terminates on December 31, 2025, for three additional years.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the First Amendment to Agricultural Lease Agreement between the City and John T. Napientek, in the form and content as annexed hereto, subject to minor changes approved by the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Comptroller and Director of Finance & Treasurer are hereby authorized to execute the First Amendment to Agricultural Lease Agreement, and the Mayor is hereby authorized to execute the Landowner's Statement for the property and use.

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.

RESOLUTION NO. 2025-____
Page 2

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12-2-25
REPORTS & RECOMMENDATIONS	Reschedule Common Council Meeting Due to the 2026 Elections that falls on Council Meeting Nights.	ITEM NUMBER 4.8.

The Common Council shall reschedule the February 17, 2026 Common Council meeting to February 18, 2026 due to the meeting falling on an Election day, if needed.

The Common Council shall reschedule the April 7, 2026 Common Council meeting to April 8, 2026 due to the meeting falling on an Election day.

The Common Council shall reschedule the November 3, 2026 Common Council meeting to November 4, 2026 due to the meeting falling on an Election day.

COUNCIL ACTION REQUESTED

Motion 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.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 2, 2025
REPORTS AND RECOMMENDATIONS	Steve Olson Open Records 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. The Common Council may enter closed session 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	ITEM NUMBER 15.9.
COUNCIL ACTION REQUESTED A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider 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.		

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

See attached License Committee Meeting Minutes from the License Committee Meeting of December 2, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of December 2, 2025.

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
December 2, 2025 – 5:40 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	Autumn Cummins Iron Mike's			
Operator 2025-2026 New	Kylie DeMille Milwaukee Burger Company			
Operator 2025-2026 New	Jasmin Yu Iron Mike's			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Citizen Academy Alumni Assoc. St. Martin's Fair & K9 Event Fee Waivers: St. Martin's Fair Peddler's Permit Temporary Entertainment & Amusement License Location: St. Martin's Labor Day Fair & City Hall Grounds Date of Event: 9/6/26 – 9/7/26 9/19/26			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Xaverian Missionaries – Annual Mission Festival Fee waivers: License Fees: Extraordinary Event, Temporary Class B Beer and Wine, Operators, Temporary Food, and Sign Permits Location: Xaverian Missionaries, 4500 W Xavier Dr Dates of Event: 6/27/2026 – 6/28/2026			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	VFW Post 10394 (Franklin/Hales Corners) St. Martin's Fair Fee Waivers: License Fees: St. Martin's Fair – Temporary Entertainment & Amusement, Temporary Class B Beer, Operators and Peddler's Location: Post Property, 11310 W Church St Dates of Event: 9/6 – 9/7/2026			

People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Civic Celebration Committee for Independence Celebration Fee Waivers: License Fees - Temporary Entertainment & Amusement, Temporary Class B Beer & Wine, Operator's; Park Permits Location: Franklin City Hall, Lions Legend Park I & II Dates of Event: 7/2 – 7/5/26			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Health Dept – Community Events Fee Waivers: Park Permits & Temporary Entertainment Names & Dates of Events: Bike Rodeo – 6/6/2026 Trunk or Treat – 10/22/2026 Locations: Lions Legend I, Legend Dr, Schlueter Pkwy			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Department – National Night Out Fee Waivers: Temporary Entertainment & Amusement, Food Licenses Date of Event: 8/3/2026 Location: Franklin Public Library, 9151 W Loomis Rd			
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.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/2/2025
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated November 14, 2025 through November 27, 2025 Nos. 204982 through Nos. 205115 in the amount of \$ 1,237,279.05. Also included in this listing are EFT Nos. 6287 through EFT Nos. 6300, Library vouchers totaling \$ 23,589.99 and Water Utility vouchers totaling \$ 26,707.65. Voided checks in the amount of \$ (3,333.33) are separately listed.

Early release disbursements dated November 14, 2025 through November 26, 2025 in the amount of \$ 899,698.51 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.

Attached is a property tax disbursement, EFT No. 570 dated November 24, 2025 in the amount of \$ 10,216.41. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated November 28, 2025 is \$ 457,297.26, previously estimated at \$ 470,000. Payroll deductions dated November 28, 2025 are \$ 655,207.47, previously estimated at \$ 271,000.

The estimated payroll for December 12, 2025 is \$ 499,000 with estimated deductions and matching payments of \$ 268,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of November 27, 2025 in the amount of \$ 1,237,279.05
- 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.

ROLL CALL VOTE NEEDED