

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 JULY 1, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
  - 1. Citizen Comment Period.
  - 2. Mayoral Announcements:
    - (a) Proclamation Honoring Eagle Scout Henry Bannier.
    - (b) Proclamation Honoring Eagle Scout Ivan Bannier.
    - (c) Proclamation in Recognition of the Architectural Review Board.
- C. Approval of Minutes: Regular Common Council Meeting of June 17, 2025.
- D. Hearings - Notice is hereby given that the Common Council of the City of Franklin has declared its intention to exercise its police powers under Section 66.0701, Wisconsin Statutes, and Section 207-15, Franklin Municipal Code, to levy special assessments for water main installation improvements, in the following locations: "The East Frontage Road of South Lovers Lane Road bounded by West Herda Place to the north and South Phyllis Lane to the south." Notice is also hereby further given that on Tuesday, July 1, 2025 at 6:30 p.m. the Common Council will be in session in their chambers at Franklin City Hall, 9229 W. Loomis Rd., Franklin, WI, 53132 to hear all persons interested, their agents or attorneys, concerning the matter contained in the preliminary resolution and report, including proposed assessments.
- E. Organizational. Mayoral Commission Appointment: Lauren Rosso, 6801 W. Pineberry Ridge, Ald. Dist. 5-Library Board, 3 year term expiring 06/30/25.
- F. Letters.
- G. Reports and Recommendations:
  - 1. A Final Resolution Directing Installation of, Payment, and Levy of Special Assessment for Installation of a Water Main on the east frontage road of South Lovers Lane from a point of connection at the intersection of West Herda Place to a point of connection at the intersection of South Phyllis Lane.
  - 2. Consent Agenda:
    - (a) Alliance Wisconsin Youth Opioid Settlement Dollars Agreement.
    - (b) Monetary Donations in the Amount of \$2,950.00 for the annual Bike Rodeo.
    - (c) 2025 Division of Public Health Consolidated Contracts to continue funding Health Department Grants.
    - (d) A Resolution approving a Partial Property Tax Rescission and Refund for TKN 800-9972-008.

3. A Resolution to approve Amendment 10 to Task Order No. 5 in the amount of \$20,000.00 to Ruekert & Mielke, Inc.
4. A Resolution authorizing the installation of a fence within the west 20-foot Storm Sewer Easement upon Lot 45 in Pleasant View Reserve, being a subdivision of parts of the NE 1/4 of the SE 1/4 of Section 11, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (7548 S. 50th Ct.) (TKN 759-9045-000) (Atif Ahmed, Applicant).
5. A Resolution authorizing the installation of a fence within the east 30-foot Water and Sanitary Sewer Easement upon Lot 3, Block 4 in Root River Heights (7985 S. 57th St.) (TKN 806-0037-000) (John Danoski, Applicant).
6. A Resolution authorizing certain officials to accept a revised Conservation Easement for and as part of the 2018 review and approval of a Special Use for the demolition of the existing Halquist Stone office/showroom and construction of an approximately 4,207 square foot replacement office/showroom and to allow changes to the outdoor landscaping showroom and off-street parking upon property located at 2875 W. Ryan Road (Halquist Stone Company, Inc., Applicant).
7. 2025 Tobacco Compliance Results.
8. An Ordinance to amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the General Fund to provide additional administration appropriations to support the Ballpark Commons Sound Study.
9. A Resolution to authorize a Financial Services Contract with Ehlers & Associates to conduct an arbitrage review of the 2021B Bond Issue.
10. An Ordinance to amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the General Fund to transfer \$17,050 of contingency appropriations to Fire Department vehicle maintenance to repair the ladder truck's radiator and cooling system.
11. Council Discussion on Public Complaint Process and Open Records Response Execution.
12. Project Update on potential residential/commercial development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue (Poth's General LLC; Ian Martin, Land by Label Co.).
13. Potential residential/commercial development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for property(ies) in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Common Council Meeting Agenda

July 1, 2025

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14. *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman*; Milwaukee County Circuit Court Case No. 24-CV-7479 and Tax Incremental District No. 5 Development Agreement — 2024 Shortfall Payment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of July 1, 2025.

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

J. Adjournment.

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

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

REMINDERS:

July 4	City Hall Closed-Fourth of July	
July 15	Common Council	6:30 p.m.
July 17	Plan Commission	6:00 p.m.

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B.a.(a).

# City of Franklin Proclamation

## CERTIFICATE OF ACHIEVEMENT

### HENRY BANNIER

Whereas, the development of our youth, both boys and girls is greatly enhanced by active participation in scouting; and

Whereas, Henry Bannier by study, hard work and perseverance, has successfully progressed through various ranks in scouting; and

Whereas, such dedication and perseverance has resulted in Henry Bannier earning the highest award in scouting that of Eagle Scout; and

Whereas, Henry Bannier's achievement has broadened his knowledge and experience and will help him in all of his future endeavors; and

Whereas, Henry Bannier's parents, his scouting leaders, friends, and the community are proud of his achievement.

NOW, THEREFORE, I, Mayor John R. Nelson present this Certificate of Achievement to Henry Bannier on the occasion of him becoming an Eagle Scout and ask all residents of Franklin to join me in congratulating Henry Bannier on this outstanding achievement.

Dated this 1st day of July, 2025 in Franklin, Wisconsin.

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

# City of Franklin Proclamation

## CERTIFICATE OF ACHIEVEMENT

### IVAN BANNIER

Whereas, the development of our youth, both boys and girls is greatly enhanced by active participation in scouting; and

Whereas, Ivan Bannier by study, hard work and perseverance, has successfully progressed through various ranks in scouting; and

Whereas, such dedication and perseverance has resulted in Ivan Bannier earning the highest award in scouting that of Eagle Scout; and

Whereas, Ivan Bannier is one of a few in this Country earning his merit badge; and

Whereas, Ivan Bannier's achievement has broadened his knowledge and experience and will help him in all of his future endeavors; and

Whereas, Ivan Bannier's parents, his scouting leaders, friends, and the community are proud of his achievement.

NOW, THEREFORE, I, Mayor John R. Nelson present this Certificate of Achievement to Ivan Bannier on the occasion of him becoming an Eagle Scout and ask all residents of Franklin to join me in congratulating Ivan Bannier on this outstanding achievement.

Dated this 1st day of July, 2025 in Franklin, Wisconsin.

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

B. 2.(c)

# City of Franklin Proclamation

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## A PROCLAMATION IN RECOGNITION OF MEMBERS OF THE ARCHITECTURAL REVIEW BOARD

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WHEREAS, the Architectural Review Board was established in 2001 for the purpose of promoting compatible development, aesthetics, stability, or property values, and to prevent impairment or depreciation of existing developments;

WHEREAS, the Architectural Review Board currently consists of Donald Nierode, Craig Marifke, David Cieszynski, Jim Arneson, Eric Heinritz and Karen Marschner;

WHEREAS, the Architectural Review Board hears and decides applications for permission to erect, move, reconstruct, extend, alter, or change the exterior of residential structures;

WHEREAS, the architectural review step by this board is no longer required after the adoption of the new Unified Development Ordinance; and

WHEREAS, the Architectural Review Board members has served the City of Franklin.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the staff of City Government, and all of those public officials and staff present this proclamation to the members of the Architectural Review Board, thanking them for their service: Donald Nierode, Craig Marifke, David Cieszynski, Jim Arneson, Eric Heinritz and Karen Marschner.

Presented to the Architectural Review Board this 1st day of July, 2025.

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John R. Nelson, Mayor

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
JUNE 17, 2025  
MINUTES

ROLL CALL	A.	The regular meeting of the Franklin Common Council was held on June 17, 2025, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.
CITIZEN COMMENT	B.1.	Citizen comment period was opened at 6:32 p.m. and was closed at 6:51 p.m.
HENRY BANNIER PROCLAMATION	B.2.(a)	A Proclamation in Recognition of Eagle Scout Henry Bannier-moved to July 1, 2025 Common Council meeting.
IVAN BANNIER PROCLAMATION	B.2.(b)	A Proclamation in Recognition of Eagle Scout Ivan Bannier-moved to July 1, 2025 Common Council meeting.
MINUTES JUNE 3, 2025	C.	Alderman Hasan moved to approve the minutes of the Common Council meeting of June 3, 2025, as presented. Seconded by Alderman Salous. All voted Aye; motion carried.
CONSENT AGENDA	G.1.	Alderwoman Day moved to approve the following consent agenda items:
RES. 2025-8342 NR 208 REPORT	G.1.(a)	Adopt Resolution No. 2025-8342, A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR 208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2024; and
	G.1.(b)	Approve acceptance of \$2000 in public donations and to apply this and future donations towards establishing Automated External Defibrillators (AED's) within the City of Franklin Parks; and
	G.1.(c)	Approve acceptance of \$2,300 in donations and to spend the donation on tables for the Franklin Fire Department's training room; and
RES. 2025-8343 TAX REFUND 801-0086-000	G.1.(d)	Adopt Resolution No. 2025-8343, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 801-0086-000; and direct staff to directly refund the original property owner; and
RES. 2025-8344 TAX REFUND 796-0059-000	G.1.(e)	Adopt Resolution No. 2025-8344, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 796-0059-000; and direct staff to directly refund the original property owner; and

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|--|---------|--|
| RES. 2025-8345<br>TAX REFUND<br>796-0074-000 | G.1.(f) | Adopt Resolution No. 2025-8345, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 796-0074-000; and direct staff to directly refund the original property owner; and |
| RES. 2025-8346<br>TAX REFUND<br>796-0075-000 | G.1.(g) | Adopt Resolution No. 2025-8346, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 796-0075-000; and direct staff to directly refund the original property owner; and |
| RES. 2025-8347<br>TAX REFUND<br>807-0106-000 | G.1.(h) | Adopt Resolution No. 2025-8347, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 807-0106-000; and direct staff to directly refund the original property owner.     |

Approval of the above consent agenda items was seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

- |   |      |   |
|---|------|---|
| REPEAL AND RECREATE<br>CHAPTER 167 – SEX<br>OFFENDERS                   | G.2. | Aldерwoman Eichmann moved to table to the August 5, 2025 Common Council meeting. Seconded by Alderman Hasan. All voted Aye; motion carried.   |
| RES. 2025-8348<br>WAIVE FLOODPLAIN<br>LAND USE PERMIT<br>FILING FEES    | G.3. | Alderman Craig moved to adopt Resolution No. 2025-8348, A RESOLUTION AUTHORIZING A ONE-TIME WAIVER OF FLOODPLAIN LAND USE PERMIT FILING FEES FOR SPECIFIC PROPERTIES IDENTIFIED DURING THE FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY ASSISTANCE VISIT PROCESS. Seconded by Alderman Hasan. All voted Aye; motion carried.   |
| ORD. 2025-2688<br>ARCHITECTURAL<br>REVIEW BOARD                         | G.4. | Alderman Hasan moved to adopt Ordinance No. 2025-2688, AN ORDINANCE TO AMEND THE MUNICIPAL CODE AS IT PERTAINS TO THE ARCHITECTURAL REVIEW BOARD. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.   |
| RES. 2025-8349<br>RATIFY AND RE-<br>APPROVE RESOLUTION<br>NO. 2024-8084 | G.5. | Aldерwoman Eichmann moved to adopt Resolution No. 2025-8349, A RESOLUTION TO RATIFY AND RE-APPROVE RESOLUTION NO. 2024-8084, A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 2, CERTIFIED SURVEY MAP NO. 8318, OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6313, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5401 AND LANDS ALL BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (BY POTH'S GENERAL LLC, APPLICANT, INITECH LLC, PROPERTY |

OWNER) (APPROXIMATELY 7154 S. 76TH STREET).  
Seconded by Alderman Salous. All voted Aye; motion carried.

ORD. 2025-2689  
AMEND ORDINANCE NO.  
2023-2546-PLANNED  
DEVELOPMENT  
DISTRICT NO. 42

G.6. Alderman Hasan moved to adopt Ordinance No. 2025-2689, AN ORDINANCE TO AMEND ORDINANCE NO. 2023-2546, AN ORDINANCE CREATING SECTION 15-3.0447 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 42 (POTH'S GENERAL) (APPROXIMATELY 7154 S. 76TH STREET). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2025-8350  
STATEMENT OF WORK  
WITH TRANSUNION

G.7. Alderwoman Eichmann moved to adopt Resolution No. 2025-8350, A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATION TO EXECUTE A STATEMENT OF WORK WITH TRANSUNION FOR CYBER SECURITY INCIDENT NOTIFICATION AND IDENTITY PROTECTION SERVICES. Seconded by Alderman Hasan. All voted Aye; motion carried.

SECURE COMPLIANCE  
SOLUTIONS, LLC  
AGREEMENT

G.8. Alderwoman Eichmann moved to authorize a Professional Services Agreement between the City of Franklin and Secure Compliance Solutions, LLC for External and Internal Penetration Testing and Reporting Services, not to exceed the total project cost of \$26,000, funded by Account Number 01-0144-5299, with the City Attorney and Director of IT authorized to make minor technical modifications to the service agreement. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

ORD. 2025-2690  
AMEND ORDINANCE  
2024-2649 TO SUPPORT  
THE UDO ENHANCED  
GRAPHICS PROPOSAL

G.9. Alderman Craig moved to adopt Ordinance No. 2025-2690, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE ADDITIONAL PLANNING DEPARTMENT SUBSCRIPTIONS APPROPRIATIONS TO SUPPORT THE UDO ENHANCED GRAPHICS PROPOSAL. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2025-8351  
DEPUTY TREASURER  
FOR CITY OF FRANKLIN

G.10. Alderman Craig moved to adopt Resolution No. 2025-8351, A RESOLUTION DESIGNATING AN INTERIM DEPUTY TREASURER FOR THE CITY OF FRANKLIN. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2025-8352  
DESIGNATE  
SIGNATURES FOR  
CHECKS

G.11. Alderwoman Eichmann moved to adopt Resolution No. 2025-8352, A RESOLUTION DESIGNATING SIGNATURES FOR CHECKS AND ORDERS PURSUANT TO SECTION 66.0607

WISCONSIN STATUTES. Seconded by Alderman Salous. All voted Aye; motion carried.

COMMUNITY  
DEVELOPMENT BLOCK  
GRANT PROGRAM  
PROJECTS FOR 2026

- G.12. Alderwoman Day moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network, Inc. Faith in Action Milwaukee County Program for \$5,000 and Oak Creek Salvation Army-Homelessness Program for \$3,000; to submit a project application for the Franklin Senior Community Health Educational Program for \$5,000; and to submit a project application for a 2026 Franklin Home Repair Grant Program, administered directly through Milwaukee County, for \$65,000, by the deadline date of July 25, 2025. (This aggressive deadline date does not allow this item to be held over or tabled to a future meeting date.) Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2025-8353  
INSTALLATION OF A  
FENCE UPON LOT 140 IN  
IMPERIAL HEIGHTS

- G.13. Alderman Salous moved to adopt Resolution No. 2025-8353, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE SOUTH 10-FOOT STORM SEWER EASEMENT UPON LOT 140 IN IMPERIAL HEIGHTS ADDITION NO. 5. (8155 S. 42ND ST) (TKN 808-0145-000) (CHAD & JENNIFER VAN DERNOOT, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2025-8354  
INSTALLATION OF A  
FENCE UPON LOT 74 OF  
WILLOW POINTE  
ESTATES

- G.14. Alderwoman Eichmann moved to adopt Resolution No. 2025-8354, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT PRIVATE PLANTING SCREEN PLAT RESTRICTION, UPON LOT 74 OF THE WILLOW POINTE ESTATES ADDITION NO. 4 SUBDIVISION (8820 W. WHISPERING OAKS COURT) (SUPERIOR FENCE AND RAIL OF MILWAUKEE, APPLICANT). Seconded by Alderman Salous. All voted Aye; motion carried.

CLOSED SESSION  
PUBLIC WATER SUPPLY  
TO THE CITY OF  
RAYMOND

- G.15. Alderwoman Eichmann moved to enter closed session at 7:47 p.m., pursuant to Wis. Stat. § 19.85(1)(e) to deliberate upon information, terms and provisions of the City of Franklin potential provision of public water supply to the Village of Raymond, the potential negotiation of terms in relation thereto, including, but not limited to potential agreement terms for the provision of the public water supply, and potential agreement terms with relation to the public infrastructure work to provide such public water supply, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 7:47 p.m.  
Mayor Nelson reconvened at 7:52 p.m.

Upon reentering open session at 8:07 p.m., Alderwoman Eichmann moved to proceed with negotiations and meetings with the Village of Raymond regarding possible water supply. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

CLOSED SESSION  
POTENTIAL  
DEVELOPMENTS –  
SOUTHEAST CORNER S  
76<sup>TH</sup> ST AND W RAWSON  
AVE

- G.16. Alderman Hasan moved to enter closed session at 8:09 p.m., pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to properties in the southeast corner of South 76<sup>th</sup> Street and West Rawson Avenue, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:53 p.m., Alderman Hasan moved to continue negotiations with the developer and bring back updates as the Common Council is requiring. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.

CLOSED SESSION  
POTENTIAL  
ACQUISITION OF 9371 W  
LOOMIS RD AND THE  
PROPERTY ADJACENT  
THERE TO

- G.17. Alderman Hasan moved to enter closed session at 8:54 p.m., pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 W. Loomis Road (TKN 801-9995-000, 1 565 acres) and the property adjacent thereto (TKN 801-9996-000; 3 329 acres) for public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, 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 reentering open session at 9:15 p.m., Alderman Salous moved to proceed with City Attorney in negotiations for the property listed. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS  
LICENSES

H. Alderman Craig moved to approve the following licenses of the License Committee Meeting of June 17, 2025.

Grant New 2025-26 Operator License to: Alyssa Aschaker, Teshia Baum, Lori Coghlan, Chairmarie Gonzalez, Barbara Gudgeon, Michael Hecox, Teresa Kerber, Danyae Morgan, Emiliano Rojas Mendez, Sharon Ryan, Daniel Stadler, Devin Watson, Pamela Wills, Kaitlyn Wiklin, Avery Yuman;

Grant Renewal 2025-26 License to: Jose Ambriz, Cathy Anderson, Nicole Anderson, Luke Capstran, Antonio Chapa, Eric Cottman, Rebecca Deall, John Fenelon, Aidan Fink, Kathleen Galipo, Jonathan George, Patricia Greer, Ashley Grube, Patti Hartung, Joseph Heup, Tamarie Honsa, Brady Ihrcke, Eric Johnson, Harpreet Kaur, Kenneth Keefer, Eric Kneir, Megan Korleski, Chad Lehrke, Elizabeth Lipinski, Laurena LoMonte, Pedro Mata Jr., Jan Matuszak, Jane Michel, Janet Miller, Micah Modie, Ann Moehlenpah, Josefina Mora, Tricia Peterson, Emily Porn, Jazmine Richter, Angela Rinelli, Lisandra Rodriguez, Bobette Sakiewicz, Ashlyn Sanders, Sherri Sellers, Joanna Shebesta, Preet Singh, Julie Sobanski, Dominique Tarpley, Liam Vasquez-Rodriguez, Katiana Valle, Salma Wahhab;

Grant Class A Combination Change of Agent 2024-25 & 2025-26 to Walgreens #05884, Walgreen Co, Marcia Lonzaga, Agent, 9527 S 27<sup>th</sup> St;

Grant Temporary Entertainment & Amusement License to St. Martin of Tours Church with a Sound Decibel of 50, Abby Wass, Scally Brothers Concert, 7963 S 116<sup>th</sup> St, 7/13/24;

Grant New 2025-26 Operator License Pending Update of Application to: Marangeli Berger, Amy Engelmann, Linda Steeves;

Grant New 2025-25 & Renewal 2025-26 Operator License Pending Update of Application to Monika Herriges;

Grant Renewal 2025-26 Operator License Pending Update of Application to: Kayla Corona, David Fifarek, Allison Planton, Keith Radtke; and

Grant New 2024-25 & Renewal 2025-26 Operator License to: Gabriella Calkins, Michael Castillo, Taylor Falkner, Peyton Sanders, & Jenna Wesolowski.

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

VOUCHERS AND  
PAYROLL

I. Alderman Craig moved to approve City vouchers with an ending date of June 12, 2025 in the amount of \$2,019,759.93, and payroll dated June 13, 2025 in the amount of \$470,259.38 and payments of the various payroll deductions in the amount of \$263,890.62 plus City matching payments, and estimated payroll dated

June 27, 2025 in the amount of \$476,000 and payments of the various payroll deductions in the amount of \$625,000, plus City matching payments. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:25 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

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CITY OF FRANKLIN  
OFFICIAL NOTICE  
NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENT FOR  
INSTALLATION OF WATER MAIN ON  
THE EAST FRONTAGE ROAD OF SOUTH LOVERS LANE ROAD BOUNDED BY WEST  
HERDA PLACE TO THE NORTH AND SOUTH PHYLLIS LANE TO THE SOUTH

NOTICE IS HEREBY GIVEN that the Common Council of the City of Franklin has declared its intention to exercise its police powers under Section 66.0701, Wisconsin Statutes, and Section 207-15, Franklin Municipal Code, to levy special assessments for water main installation improvements, in the following locations:

“The East Frontage Road of South Lovers Lane Road bounded by West Herda Place to the north and South Phyllis Lane to the south.”

A report showing proposed plans and proposed assessments and other data is on file in the Clerk's Office at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin, 53132.

NOTICE IS HEREBY GIVEN that such report is open for review and inspection from Monday through Friday, between the hours of 9:00 a.m. and 12 noon and 1:00 p.m. and 4:30 p.m. and will be so continued for the period of ten (10) days after the date of publication of this notice.

NOTICE IS ALSO HEREBY FURTHER GIVEN that on **TUESDAY, JULY 1, 2025 at 6:30 p.m.** the Common Council will be in session in their chambers at Franklin City Hall, 9229 W. Loomis Rd., Franklin, WI, 53132 to hear all persons interested, their agents or attorneys, concerning the matter contained in the preliminary resolution and report, including proposed assessments.

If you have any questions, contact City Engineer Michael Paulos at 414-266-9086.

By order of the Common Council of the City of Franklin, Wisconsin, the 4<sup>th</sup> day of June, 2025.

Shirley Roberts, City Clerk

Please publish: June 11, 2025

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<b>APPROVAL</b>	<b>REQUEST FOR COMMON COUNCIL ACTION</b>	<b>MEETING DATE 7-1-25</b>
<b>ORGANIZATIONAL BUSINESS</b>	<b>Mayoral Appointment</b>	<b>ITEM NUMBER E.</b>

Lauren Rosso, 6801 W. Pineberry Ridge, Ald. Dist. 5-Library Board, 3 year term expiring 06/30/25.

### **COUNCIL ACTION REQUESTED**

Motion to confirm the following Mayoral Appointment: Lauren Rosso, 6801 W. Pineberry Ridge, Ald. Dist. 5-Library Board, 3 year term expiring 06/30/25.

**ROLL CALL VOTE**

CLERKDEPT

## Maggie Poplar

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Tuesday, June 17, 2025 11:48 AM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** Lauren Rosso  
**PhoneNumber:**  
**EmailAddress:** lauren.rosso@quarles.com  
**YearsasResident:** 3  
**Alderman:**  
**ArchitecturalBoard:**  
**CivicCelebrations:**  
**CommunityDevelopmentAuthority:**  
**EconomicDevelopmentCommission:**  
**EnvironmentalCommission:**  
**FinanceCommittee:**  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:**  
**LibraryBoard:** on  
**PlanCommission:**  
**PersonnelCommittee:**  
**BoardofReview:**  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:**  
**TourismCommission:**  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:** Quarles & Brady LLP  
**CompanyAddressJob1:** 411 East Wisconsin Avenue #2400, Milwaukee, WI 53202  
**TelephoneJob1:**  
**StartDateandPositionJob1:** September 2018, Attorney  
**EndDateandPositionJob1:**  
**CompanyNameJob2:** Berg, Debele, DeSmidt & Rabuse, P.A.  
**AddressJob2:** No longer exists  
**TelephoneJob2:**  
**StartDateandPositionJob2:** June 2016, Law Clerk

<b>EndDateandPositionJob2:</b>	August 2016, Law Clerk
<b>CompanyNameJob3:</b>	Fourth Judicial District of Minnesota
<b>AddressJob3:</b>	
<b>TelephoneJob3:</b>	
<b>StartDateandPositionJob3:</b>	June 2016, Judicial Extern
<b>EndDateandPositionJob3:</b>	August 2016, Judicial Extern
<b>Signature:</b>	Lauren Rosso
<b>Date:</b>	June 17, 2025
<b>Signature2:</b>	Lauren Rosso
<b>Date2:</b>	June 17, 2025
<b>SourceDocID:</b>	9278
<b>SourceNavName:</b>	Volunteer Fact Sheet
<b>Address:</b>	6801 W. Pineberry Ridge
<b>PriorityListing:</b>	
<b>WhyInterested:</b>	We're lucky to have such a beautiful library and great schools in our city. I think it's important to not only maintain our library but also get more people (especially kids) interested in reading.
<b>DescriptionofDutiesJob1:</b>	Represent clients in energy and environmental matters.
<b>DescriptionofDutiesJob2:</b>	Assist attorneys in representing clients in family law proceedings.
<b>DescriptionofDutiesJob3:</b>	Research legal issues and draft proposed orders for Hon. Judge Mary R. Vasaly.
<b>AdditionalExperience:</b>	As an attorney, I would bring a legal perspective to the Library Board. I'm trained to analyze issues from both a high level and a detailed level and I like to approach problem-solving creatively and practically, all of which I think would be helpful to the Board.

[See Current Results](#)

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/1/2025
REPORTS AND RECOMMENDATIONS	A Final Resolution Directing Installation of, Payment, and Levy of Special Assessment for Installation of a Water Main on the east frontage road of South Lovers Lane from a point of connection at the intersection of West Herda Place to a point of connection at the intersection of South Phyllis Lane	ITEM NUMBER M.1.

### **BACKGROUND**

On March 13, 2024, the City of Franklin opened bids for the water main extension on the east frontage road of South Lovers Lane Road from South Phyllis Lane to West Herda Place. The Common Council awarded the project to A.W. Oakes and Sons, Inc. at the meeting on March 19, 2024 (item G.26) in the amount of \$217,472.00. The project was completed in 2024.

On June 3rd, 2025, the Common Council approved the preliminary resolution to declare its intent to exercise its police powers under Municipal Code §207-15D. and §66.0703(4) of the Wisconsin Statutes, for the special assessments for the project and the properties to be specially benefited thereby.

An Engineer's report has been created and was made available for public inspection in the Office of the City Clerk. A public notice was published in the newspaper and mailed to each affected homeowner, informing them of the proposed assessments. A public hearing is scheduled for July 1, 2025, at which time the Common Council will receive comments from all interested persons and review the proposed assessments.

Pursuant to Municipal Code §207-15J. and §66.0701 of the Wisconsin Statutes, it is necessary for the Common Council to adopt a final resolution to commence the special assessment process, with its intention to exercise the powers therefore authorized by Municipal Code §207-15. and §66.0703(4) of the Wisconsin Statutes, for the special assessments for the project and the properties to be specially benefited thereby.

### **ANALYSIS**

There are a total of seven properties that will benefit from the water main project. The finalized assessment roll is included with the Engineer's Report dated June 6, 2025, and totals \$137,909.34 for the seven properties.

In a survey letter sent by the City of Franklin Engineering Department to the benefited property owners, dated February 2, 2022, it states that, "A detailed analysis and additional information on procedures, deferments (up to 10-years) and financing (12-years @ 6% APR) would be available in the engineering report and not finalized until the project is bid.". In accordance with Franklin Municipal Code §207-15 K.(2)(c), deferments of up to 10 years may be granted only to property owners who meet the eligibility requirements, including the presence of a functioning private well and assessable frontage not exceeding 300 feet, and who submit a written application to the City Clerk within 30 days of the assessment notice. The City will notify property owners of this opportunity and review all applications for eligibility.

### **FISCAL NOTE**

Funding for this project was included in Fund 46 for Water Extensions. Special assessment for this project would allocate \$137,909.34 of the project costs.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2025-\_\_\_\_\_, a final resolution directing installation of, payment, and levy of special assessments for installation of a water main on the east frontage road of South Lovers Lane, and to authorize deferments **only** in compliance with §207-15 K.(2)(c) upon approved application.

S&W – GEB; Engineering – MNP; DOA – KH;



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT, AND LEVY OF  
SPECIAL ASSESSMENT FOR INSTALLATION OF A WATER MAIN ON THE EAST  
FRONTAGE ROAD OF SOUTH LOVERS LANE FROM A POINT OF CONNECTION AT  
THE INTERSECTION OF WEST HERDA PLACE TO A POINT OF CONNECTION AT THE  
INTERSECTION OF SOUTH PHYLLIS LANE

-----  
WHEREAS, the installation of a water main public improvement on the east frontage road of South Lovers Lane from a point of connection at the intersection of West Herda Place to a point of connection at the intersection of South Phyllis Lane is deemed necessary in the interest of public health, safety, and welfare, and will benefit the abutting property owners; and

WHEREAS, the Common Council has declared its intent to exercise its police powers under Section 207-15 of the Franklin Municipal Code and Section 66.0701 of the Wisconsin Statutes, determining that this public improvement project is necessary for the well-being of the public and affected property owners; and

WHEREAS, the Office of the City Engineer has prepared and filed a special assessment report, which includes plans and specifications, an estimate of total project costs, and the proposed assessment for each affected parcel, and such report has been made available for public inspection in the Office of the City Clerk; and

WHEREAS, the City Clerk provided notice to affected property owners by mail on June 11, 2025, and published a notice in the official newspaper on June 11, 2025, pursuant to legal requirements, informing them of the proposed assessments and the opportunity to provide input; and

WHEREAS, a public hearing was held on July 1, 2025, at which time the Common Council heard comments from all persons who wished to speak.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that:

1. The work and improvements for the installation of the water main on the east frontage road of South Lovers Lane from a point of connection at the intersection of West Herda Place to a point of connection at the intersection of South Phyllis Lane are directed to be carried out.
2. The City Engineer's Report, including plans and specifications, cost estimates, and special assessment allocations, is hereby approved, and the project shall proceed in accordance with the report.

2025-\_\_\_\_ RES (FINAL RESOLUTION  
SPECIAL ASSESSMENT WATER MAIN  
SOUTH LOVERS LANE FRONTAGE ROAD)  
Page 2

3. Payment for the improvement shall be made by assessing the cost to the abutting properties as outlined in the City Engineer's Report. Assessments may be paid in full in one (1) payment or in twelve (12) annual installments, with interest at a rate of 6% per annum to the City Treasurer.
4. The due date of any special assessment levied hereunder may be deferred in accordance with Franklin Municipal Code §207-15 K.(2)(c) for up to 10 years, provided that the property owner has a functioning private well and less than 300 feet of assessable frontage and submits a written application to the City Clerk within 30 days of the assessment notice. Deferment shall expire upon sale of the property, connection to the municipal water supply, or after 10 years, whichever occurs first.
5. Any unpaid special assessments shall be placed upon the tax roll as a delinquent tax, in accordance with Section 66.0701 of the Wisconsin Statutes.
6. The City Clerk is directed to publish this resolution as a Class I notice under Chapter 985 of the Wisconsin Statutes and to mail a copy of this Resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can be ascertained with reasonable diligence.
7. Any person who has an interest in property upon which a special assessment has been levied hereunder and the person is aggrieved by this special assessment may, within forty (40) days after the adoption of this Resolution and the date of mailing of this Resolution to the subject person interested in the property by the City Clerk, appeal to the Circuit Court for Milwaukee County, as provided in Section 66.0701 of the Wisconsin Statutes and Section 207-15 of the Franklin Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Franklin on this 1st day of July 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin on this 1st day of July 2025.

APPROVED:

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John R. Nelson, Mayor

ATTEST:

2025-\_\_\_\_ RES (FINAL RESOLUTION  
SPECIAL ASSESSMENT WATER MAIN  
SOUTH LOVERS LANE FRONTAGE ROAD)  
Page 3

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Shirley J. Roberts, City Clerk

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

Engineer's Report for:

# Water Main Extension on S. Lovers Lane Frontage Road

June 6, 2025

REVISED 6/26/25

Prepared Pursuant to Franklin Municipal Code Sections §207-15 and §207-20



Michael N. Paulos, PE  
City Engineer

## Description of Area:

The general area of the project consists of single-family households along a service road, adjacent to S. Lovers Lane Road, also known as S. 108<sup>th</sup> Street, State Trunk Highway 100, and US Highway 45.

The water main extension project will connect to an existing water main located on the north side of S. Phyllis Lane and S. Lovers Lane Road, and then proceed north, connecting to an existing water main at the northeast corner of W. Herda Place and S. Lovers Lane Road. This water main will serve the single-family households along the east frontage road of S. Lovers Lane Road.

## Final Plans

Plans have been prepared by Foth Infrastructure & Environment, LLC (Exhibit B). Construction is complete.

## Project Costs

The project was bid on March 13<sup>th</sup>, 2024, and a contractor was selected through a public bidding process in compliance with State Statutes.

The costs to be assessed for Benefited Properties are shown in Table 1.

Item Description	Quantity	Units	Unit Price	Total
8" Water Main-Granular Backfill	1,016	LF	\$151.00	\$153,416.00
8" Gate Valve	3	EA	\$2,700.00	\$8,100.00
Hydrant Assembly	2	EA	\$9,200.00	\$18,400.00
6" Hydrant Lead & Fittings	11	LF	\$150.00	\$1,650.00
Connect to the existing water main	2	EA	\$4,200.00	\$8,400.00
Mobilization Demobilization	1	LS	\$2,500.00	\$2,500.00
Traffic Control	1	LS	\$2,500.00	\$2,500.00
Remove and Replace Postal Boxes	1	LS	\$260.00	\$260.00
Sawcut Pavement, Full Depth	1,246	LF	\$1.00	\$1,246.00
Rock Filled Filter Bags	36	EA	\$25.00	\$900.00
Inlet Protection	5	EA	\$100.00	\$500.00
Temporary Storm Sewer Structure	3	EA	\$500.00	\$1,500.00
16% administrative, engineering, and inspection fees	1	LS	\$31,899.52	\$31,899.52
			<b>Total</b>	<b>\$231,271.52</b>

Table 1.



## Benefited Properties

Properties that benefit from the project are to be assessed. There are 8 affected (not all benefited) parcels along the route. These 8 parcels, along with their owners, addresses, tax key numbers (TKN), and predominant zoning, are summarized in Table 2.

Parcel #	Address	Owner	Tax Key No.	Parcel Frontage (ft)	Main Zoning
1	7042 S LOVERS LANE RD	GERARDO HUERTA	747 999 8002	152.56	R-3
2	7036 S LOVERS LANE RD	JEFFREY R. PIONTKOWSKI	747 999 8001	120.00	R-3
3	7024 S LOVERS LANE RD	JOHN P WINKOWSKI	747 002 3001	110.00	R-3
4	6938 S LOVERS LANE RD	HOWARD VERBURGT	747 002 5001	110.00	R-3
5	6924 S LOVERS LANE RD	KENNETH MCCARTHY	747 002 6001	105.56	R-3
6	7030 S LOVERS LANE RD	AARON BAUMANN	747 002 2001	110.00	R-3
7	6910 S LOVERS LANE RD	VINCENT L TRIPI	747 999 9001	146.00	R-3
8	6940 S LOVERS LANE RD	ANTHONY WAYNE SCHOOLEY	747 002 4001	110.00	R-3

Table 2. Affected Properties, Frontage, and Zoning

One property is not a Benefited Property because it is already served by a water main on S. Phyllis Lane. The net result of the above is shown in Table 3, where there are 7 Benefitted Properties with a total assessment footage of 811.56 linear feet.

Based on the above information, a summary of the assessments for each property is shown in Table 3.

Parcel #	Owner	Assessable Footage	Rates	Assessment for the Water Main	Assessment for the Water Service	Total Assessment
2	JEFFREY R. PIONTKOWSKI	120.00	\$144.06	\$ 17,287.20	\$ 2,999.43	\$ 20,286.63
3	JOHN P WINKOWSKI	110.00	\$144.06	\$ 15,846.60	\$ 2,999.43	\$ 18,846.03
4	HOWARD VERBURGT	110.00	\$144.06	\$ 15,846.60	\$ 2,999.43	\$ 18,846.03
5	KENNETH MCCARTHY	105.56	\$144.06	\$ 15,206.97	\$ 2,999.43	\$ 18,206.40
6	AARON BAUMANN	110.00	\$144.06	\$ 15,846.60	\$ 2,999.43	\$ 18,846.03
7	VINCENT L TRIPI	146.00	\$144.06	\$ 21,032.76	\$ 2,999.43	\$ 24,032.19
8	ANTHONY WAYNE SCHOOLEY	110.00	\$144.06	\$ 15,846.60	\$ 2,999.43	\$ 18,846.03
	Totals	811.56		\$ 116,913.33	\$ 20,996.01	\$ 137,909.34

Table 3 Benefitted Properties with Assessable Footages

Property owners may apply for a deferment of their special assessment for up to 10 years in accordance with §207-15 K.(2)(c) of the Franklin Municipal Code. To be eligible, the property must have a functioning private well and less than 300 feet of assessable frontage. A written application must be submitted to the City Clerk within 30 days of the mailing of the special

assessment notice. Deferments will end upon connection to the municipal water system, property sale, or 10 years, whichever comes first.

Based on the construction costs, the water main costs per assessable linear foot are \$231,271.52/811.56 feet = \$284.97 per linear foot. Since this rate exceeds the 2024 allowable assessable rate, properties will be assessed at the 2024 allowable assessable rate, based on zoning, as described below.

Allowable assessable rates are adjusted each year using the Engineering News-Record Construction Cost Index 20-City National Average. The 2024 allowable assessment water main rates for any single-family (i.e., R-3 zoning) or two-family (i.e., R-7 zoning) are \$144.06 per assessable foot. The 2024 allowable assessment water main rates for any business (i.e., B-3 zoning), industrial, institutional (i.e., I-1 zoning), or multifamily (i.e., R-8 zoning) are \$176.07 per assessable foot.

Note that these assessments do not include a private plumber/contractor to abandon a well, reconfigure the well and home plumbing, make a connection to the water service shut-off at the property line installed by the City's contractor, and all associated permits calculated by the Inspection Services Department. These permit/connection fees include, but are not limited to, well abandonment/operating permits, plumbing inspection fees (based on footage), new connection fee (\$85), and water system impact fees (\$3,219). These other fees are not eligible for assessment, deferment, or installment plans.

## Property Taken or Damaged

It is not anticipated that this project will need additional property or damage property outside of the public right-of-way.

## Final Statement

As the City Engineer, I state that the properties discussed herein against which the assessments are proposed are benefited in the following seven ways:

1. Increased fire protection.
2. Reliability of water supply.
3. Assurance of a water supply that has been routinely tested for potability (lack of contamination).
4. Elimination of the reliance on maintenance and repair of individual wells.
5. The developability of vacant, underdeveloped or partially developed properties that are deferred from development by the lack of municipal water supply, causing a negative impact on the fair market value.
6. The elimination of the potential for cross-contamination between individual limestone wells.
7. The elimination of the use of the limestone aquifer in the vicinity of outcroppings that are more susceptible to contamination by pollution from surface contaminants, including fertilizers, pesticides, and spills.

These assessments have been calculated in accordance with ordinance-based rate limits and eligibility requirements and do not reflect automatic deferment. City staff will evaluate deferment applications individually based on ordinance criteria.

End of Engineer's Report Water Main Extension on S. Lovers Lane Frontage Road



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 7/1/2025
<b>Reports and Recommendations</b>	Alliance WI Youth Opioid Settlement Dollars Agreement.	<b>ITEM NUMBER</b> M.2.(a).
<p><b>Background:</b> Community Advocates Inc (CA) is a substance misuse prevention partner in Milwaukee County. CA is awarding the Alliance WI Youth State Opioid Settlement dollars to local community coalitions focused on substance misuse prevention. The goal of these settlement dollars is to support local community coalitions to increase prescription drug/opioid prevention efforts through specific activities.</p> <p>CA has awarded the Franklin Health Department (FHD) Opioid Settlement dollars in the amount of \$18,695.50.</p> <p><b>Analysis:</b> This funding would enhance FHD and Volition Franklin substance misuse prevention efforts. Specifically, this funding would provide the FHD the opportunity to increase education efforts around opioid misuse prevention through the following activities:</p> <ul style="list-style-type: none"> <li>• ‘Trends N Training’ Toolkit for hosting community events</li> <li>• Parent Education Handbooks for community dissemination</li> <li>• Mental Health First Aid Training</li> </ul> <p>The updated contract has been sent to the City Attorney for review.</p> <p><b>Fiscal Note:</b> The above objectives would occur with approval of these settlement dollars. There will be no impact to the City of Franklin budget for these expenses.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to approve the acceptance and execution of the Alliance WI Youth Opioid Settlement Agreement for opioid misuse prevention efforts.</p>		

Health Department: MC



**GRANT AGREEMENT**  
**between**  
**COMMUNITY ADVOCATES and**  
**City of Franklin for**  
**Alliance for Wisconsin Youth**  
**Community-Based Prevention – Opioid Settlement Funding**

Agreement Amount: \$18,695.50  
 Agreement Term Period: until completion of funded activities  
 CA Division: Public Policy Institute  
 CA Grant Administrator: Kat Becker  
 CA Telephone: 651-239-8922  
 CA Email: [KBecker@communityadvocates.net](mailto:KBecker@communityadvocates.net)

Grantee Grant Administrator: Megan Conway  
 Grantee Telephone: 414-427-7530  
 Grantee Email: [mconway@franklinwi.gov](mailto:mconway@franklinwi.gov)  
 Grantee DUNS Name: City of Franklin  
 Grantee DUNS Number: GGTNU4CP2MB1  
 Grantee FEIN: 39-6005897

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

**Community Advocates**

Authorized Representative  
 Name: Andi Elliott  
 Title: CEO

Signature: Andrea Mallmann-Elliott

Date: 25/06/25

**Grantee**

Authorized Representative  
 Name: Lauren Gottlieb  
 Title: Health Officer

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

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

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## 1. DEFINITIONS

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

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

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

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

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

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

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

**Day:** calendar day unless otherwise specified in this Agreement.

**DHS:** Department of Health Services.

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

**Personally Identifiable Information:** an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of

the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**Protected Health Information (PHI):** health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

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

## **2. ORDER OF PRECEDENCE**

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

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

## **3. PARTIES**

- A. Community Advocates, Inc. (CA) is the agency responsible for overseeing the coordination and integration of social service programs. CA's principal business address is: 728 N James Lovell St, Milwaukee, WI 53233.
- B. The Grantee is: City of Franklin  
The Grantee's principal business address is: 9229 W Loomis Rd, Franklin, WI 53132.

## **4. PURPOSE AND SCOPE**

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

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

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

### **4.1 List of Exhibits**

- Exhibit 1: Scope of Work
- Exhibit 2: Budget

## **5. CONTACT INFORMATION**

CA Grant Administrator

Grant Administrator Name: **Kat Becker**  
Telephone: **651-239-8922**  
Email: **kbecker@communityadvocates.net**

Grantee Grant Administrator  
Grant Administrator Name: **Megan Conway**  
Telephone: **414-427-7530**  
Email: **mconway@franklinwi.gov**

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

## **6. PAYMENT FOR GRANT AWARD**

- A. All payments for activities and materials outlined in the Grantee's scope of work will be paid directly by CA via check, by June 30, 2025.
- B. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries:  
<https://health.wisconsin.gov/cars/GetIndexServlet>.
- C. Payments to the Grantee shall not exceed the total Agreement award.
- D. If CA determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by CA. CA may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. CA reserves the right to recover such excess funds by any other appropriate legal means.

## **7. REPORTING**

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

## **8. FEDERAL AND STATE RULES AND REGULATIONS**

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of CA. The Grantee shall not be deemed or construed to be an employee of CA for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment

that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.

- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.3222/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

## 9. AFFIRMATIVE ACTION

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

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

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

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

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

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

## 10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in

conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

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

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

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

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

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

## **11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

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



this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. CA may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

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

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

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

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA for those activities.
- B. *Indemnification.* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by CA in the enforcement of this section.
- C. *Equitable Relief* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to CA, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that CA, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages.* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. CA shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages

from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:

1. \$1,000 for each individual whose Confidential Information was used or disclosed;
2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section

- E. *HIPAA* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

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

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

This Section shall survive the termination of the Agreement.

## **12. HIGH-RISK IT REVIEW**

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

## **13. SUBGRANT or SUBCONTRACT**

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

#### 14. GENERAL PROVISIONS

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

Wisconsin Ethics Commission  
PO Box 7125  
Madison, WI 53707-7125 Fax:  
(608) 264-9319

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

#### 15. ACCOUNTING REQUIREMENTS

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

#### 16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify CA of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.

- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## 17. PROPERTY MANAGEMENT REQUIREMENTS

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

## 18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by CA (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by CA, the Grantee shall consider both: (a) funds provided through direct Grants with CA; and (b) funds from CA passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
  - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
  - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding* CA shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to CA a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.

2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. \* DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. \*Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. \*Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. \*Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

\*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to [DHSAuditors@Wisconsin.gov](mailto:DHSAuditors@Wisconsin.gov) with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
  1. The auditee did not have an audit.
  2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
  3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
  4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
  2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
  3. Disallowing the cost of audits that do not meet these standards;
  4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
  5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
  6. Assessing financial sanctions or penalties;
  7. Discontinuing contracting with the auditee; and/or
  8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

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

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

## 19. OTHER ASSURANCES

- A. The Grantee shall notify CA in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify CA in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which CA has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. CA may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

## 20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of CA's records that the Grantee accesses to provide services under this Agreement.

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

## 21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with CA the terms and conditions of this Agreement or any part thereof in such circumstances as:
  - 1. Increased or decreased volume of services.
  - 2. Changes required by state and federal law or regulations or court action.
  - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for CA to terminate this Agreement.
- C. *Non-Appropriation*: CA reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: CA may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.

The Grantee may terminate the Agreement after providing CA a written notice, within one hundred and twenty (120) calendar days, of CA's right to cure a failure to perform under the terms of this Agreement. Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by CA.

- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. CA must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify CA at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of CA, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of CA, the Grantee may be compensated for the actual service hours provided. CA shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

- F. *Cancellation*: CA reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
  - 1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
  - 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
  - 3. Makes an assignment for the benefit of creditors;
  - 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
  - 5. Incurs a delinquent Wisconsin tax liability;

6. Fails to submit a non-discrimination or affirmative action plan as required herein;
7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
8. Becomes a federally debarred Grantee;
9. Is excluded from federal procurement and non-procurement Agreements;
10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
11. Fails to maintain the confidentiality of CA's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

## **22. NONCOMPLIANCE AND REMEDIAL MEASURES**

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

## **23. DISPUTE RESOLUTION**

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

- A. *Informal Review:* CA's and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
  1. A brief statement of the issue.
  2. The steps that have been taken to resolve the dispute.
  3. Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which CA Grant Administrator is employed. The Division Administrator must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator will review the matter and issue a written determination within thirty (30) days after receiving the review request.

## **24. FINAL REPORT DATE**

- A. Expenses incurred during the Agreement period but reported later than **45 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by



CA. In the event this occurs, an alternate payment process as determined by CA would occur. B. Expenses incurred outside of the Agreement period would be considered not allowable.

## **25. INDEMNITY**

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

## **26. CONDITIONS OF THE PARTIES' OBLIGATIONS**

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

## **27. GOVERNING LAW**

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

## **28. SEVERABILITY**

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

## **29. ASSIGNMENT**

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

## **30. ANTI-LOBBYING ACT**

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

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

### 31. DEBARMENT OR SUSPENSION

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

### 32. DRUG FREE WORKPLACE

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

### 33. MULTIPLE ORIGINALS

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

### 34. CAPTIONS

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

### 35. NULL AND VOID

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

### 36. GEARS PAYMENT INFORMATION

<b>DHS GEARS STAFF INTERNAL USE ONLY</b>						
<b>GEARS PAYMENT INFORMATION</b>						
The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.						
GEARS Contract year: 2025						
Agency #:	Agency	Agency	GEARS Contract	GEARS Contract	Program Total	
	Contract: Name:	Type:	Start Date:	End Date:		
547463	Community Advocates	90	7/1/2024	6/30/2025	\$92,234	
Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls <sup>1</sup>
533516	COMM-BASED OPIOIDPRE V-AWY		-	\$92,234	\$92,234	N/A
					\$92,234	

<sup>1</sup> See "Funding Controls."

## CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

Lauren Gottlieb

\_\_\_\_\_  
(Print Name)

City of Franklin

\_\_\_\_\_  
(Agency/Contractor Name)

\_\_\_\_\_  
(Date)

Health Officer

\_\_\_\_\_  
(Title)

COMM-BASED OPIOIDPREV-AWY

\_\_\_\_\_  
(Title of Program)

## 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](http://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
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For (Name of Vendor) City of Franklin	UEI Number GGTNU4CP2MB1
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## APPENDIX A

### Opioid Settlement Funding Application Alliance for Wisconsin Youth | SE Region

**Directions:** Fill in the fields below, then complete the workplan(s) for the requested funding area(s). Submit your completed application by 5:00 pm on Thursday, May 15th.

#### Contact and Logistics Information

**Coalition name:** Volition Franklin

**Lead agency or fiscal agent name:** City of Franklin

**Lead agency or fiscal agent address:** 9229 W Loomis Rd, Franklin, WI 53132

**Contact information (provide two coalition contacts):**

	Name	Phone	Email
Primary contact	Megan Conway	414-427-7530	mconway@franklinwi.gov
Secondary contact	Ellen Henry	414-427-7537	ehenry@franklinwi.gov

**Review meeting:** Provide your availability for a *one hour* meeting with Kat and Hannah to discuss your application. Share *at least* five 1-hour blocks during the week of May 19th:

Date (between 5/19 - 5/23)	Time (between 9am - 4pm)
Monday, May 19th	Between 9AM and 12PM; 2PM - 4PM
Tuesday, May 20th	Between 11AM and 2PM
Wednesday, May 21st	Ellen unavailable; Megan, 10AM to 12PM
Thursday, May 22nd	Megan unavailable; Ellen, 9AM - 12PM
Friday, May 23rd	Ellen unavailable; Ellen 9AM - 3PM

**Funding area:** Community-Based Education Materials from *Operation Parent*

<p><b>Which materials are you interested in receiving funding to purchase?</b> Check all that apply.</p>	<ul style="list-style-type: none"><li><input checked="" type="checkbox"/> <u>Trends 'n' Training Prevention Event Toolkit</u></li><li><input checked="" type="checkbox"/> <u>Standard parent handbooks - middle/high school</u></li><li><input checked="" type="checkbox"/> <u>Standard parent handbooks - elementary</u></li><li><input checked="" type="checkbox"/> <u>Christian parent handbooks - middle/high school</u></li><li><input checked="" type="checkbox"/> <u>Christian parent handbooks - elementary</u></li><li><input checked="" type="checkbox"/> <u>Spanish parent handbooks - middle/high school</u></li><li><input checked="" type="checkbox"/> <u>Spanish parent handbooks - elementary</u></li></ul>
<p><b>What quantity of the materials selected above would you purchase with this funding?</b> Include the total cost.</p>	<p>We plan to purchase one 'Trends 'n' Training' Prevention Event Toolkit and varying quantities of parent handbooks depending on funding available.</p>

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<p><b>How will these materials be distributed and/or utilized within the community served by your coalition?</b></p>	<p>Materials will be distributed at various community events; including, but not limited to: Parent/Teacher Conferences, National Night Out, Volition Franklin events, tabling at the public library, etc.</p>
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<p><b>How will these materials support the capacity of your coalition to prevent opioid (mis)use? What will be new, different, or improved because of these tools?</b></p>	<p>The materials will help support Volition Franklin's capacity to enhance and increase our parent engagement, parent's are very interested in engaging resources they are able to quickly reference and then share with their peers.</p> <p>We are also working to build our relationship with local faith communities; access to the Christian version of the parent handbook would greatly enhance our relationship and further expand our reach.</p>
<p><b>What partnerships will you utilize to reach parents and their children with these materials?</b></p>	<p>Volition Franklin will partner with the Franklin Public School District, local private schools, and faith communities to reach parents and their children with these materials.</p>
<p><b>Who will be responsible for organizing and implementing this workplan to fidelity?</b></p>	<p>Volition Franklin members and Health Department staff will be responsible for the organization and implementation of this workplan; additionally, Volition Franklin Youth volunteers will help support the implementation of future TNT events.</p>
<p><b>What support will you need from the RPC to implement this workplan? Include any questions you might have here.</b></p>	<p>Potential event support in the form of marketing future events that result from this program.</p>

Agency: City of Franklin Health Dept

Submitted by: \_\_\_\_\_

Program: Opioid Settlement Funding 2025

CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Payroll Taxes	\$ -
Professional Fees	\$ -
Supplies	\$9,945.50
Telephone	\$ -
Postage	\$ -
Occupancy	\$ -
Equipment Rental/Maintenance	\$ -
Printing	\$3,000.00
Employee Travel	\$ -
Conferences/Training	\$4,400.00
Membership Dues	\$ -
Awards and Grants	\$ -
Allocated Costs	\$ -
Client Transportation	\$ -
Depreciation	\$ -
Other - Event/Training Refreshments	\$ 1,350.00
Other - Describe	\$ -
Total	\$ 18,695.50



CATEGORY	DESCRIPTION
Salaries	
Employee Benefits	
Payroll Taxes	
Professional Fees	
Supplies	1 Trends'n'Training Prevention Event Toolkit @ \$3,499, 100 Standard parent handbooks - elementary (english) @ \$14.99/each = \$1,499, 50 Standard parent handbooks - elementary (spanish) @ \$14.99/each = \$749.50, 50 Standard parent handbooks - middle/high school (english) @ \$14.99/each = \$749.50, 50 Standard parent handbooks - middle/high school (spanish) @ \$14.99/each = \$749.50, 50 christian elementary parent handbooks @ \$14.99/each = \$749.50, 50 christian middle/high school parent handbooks @ \$14.99/each = \$749.50 100 MHFA workbooks @ \$12/each = \$1,200.00
Telephone	
Postage	
Occupancy	
Equipment Rental/Maintenance	
Printing	Printing costs for drug prevention and mental health educational handouts to supplement the parent handbooks approximately 30,000 prints @ \$.10 each = \$3,000
Employee Travel	
Conferences/Training	MHFA Training of Trainers for 2 individuals at \$2,200 each = \$4,400
Membership Dues	
Awards and Grants	
Allocated Costs	
Client Transportation	
Depreciation	
Other - Event/Training Refreshments	Trends'n'Training event refreshments, with an estimated 350 attendees total, using the allowable federal amount for this expense of \$3/person x 350 attendees = \$1,050.00, MHFA training refreshments with an estimated 100 attendees total, using the federally allowable amount for this expense of \$3/person x 100 attendees = \$300
Other - Describe	

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/1/2025
<b>Reports and Recommendations</b>	Monetary Donations in the Amount of \$2,950.00 for the annual Bike Rodeo	<b>ITEM NUMBER</b> 93.2.(b).
<p><b>Background:</b></p> <p>The Franklin Health Department hosted the annual Bike Rodeo on June 7, 2025. Participants in the Bike Rodeo ride through obstacle courses to learn lessons on how to ride their bikes in the street safely. Along with the obstacle course, each participant receives a helmet with a fitting, a t-shirt, and a bike tune-up.</p> <p>The following donations for the 2025 Bike Rodeo have been made:</p> <p>Midwest Orthopedic Specialty Hospital - \$800  Max A. Sass &amp; Sons Funeral Homes - \$250  Franklin Lions Club Foundation - \$1,500  Caring Christians Four Kids, Inc. - \$400</p> <p><b>Fiscal Note:</b></p> <p>The funds donated for the 2025 Bike Rodeo directly support the event, including: the purchase of bike helmets and t-shirts given out to each participant, advertisement of the Bike Rodeo, as well as all the incidental needs such as chalk, gauges, and any extra food/water supply for our volunteers.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to approve acceptance of 2025 Bike Rodeo monetary donations in the amount of \$2,950.00.</p>		

Health Department: LG

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/01/2025
Reports and Recommendations	2025 Division of Public Health Consolidated Contracts to continue funding Health Department Grants	ITEM NUMBER H.2.(c).
<p>Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants that run from July 1, 2025 through June 30, 2026:</p> <ul style="list-style-type: none"> <li>• Tobacco Prevention – WI Wins: \$1,078</li> <li>• Tobacco Prevention – Community Intervention: \$1,750</li> </ul> <p>These grants assist the FHD in offering additional programming and services to residents based upon analysis and assessment of community needs in addition to the services required of the department by State and Municipal codes. Tobacco Prevention support substance misuse prevention activities with youth in Franklin and prevention of youth using tobacco products.</p> <p>The contract has been sent to the City Attorney for review.</p> <p>Recommendation: The Director of Health and Human Services recommends approval to accept the Division of Public Health Consolidated Contract Grants for 2025-2026 awarded to the Franklin Health Department.</p> <p>Fiscal Note: Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to accept the 2025-2026 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.</p>		

Health Department: LG

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

Agreement Number: **435100-G25-DPHCC25-26 M2**

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**  
**2025 DPH LPHD Consolidated Contract**

DHS Grant Agreement No.: 435100-G25-DPHCC25-26 M2

DPH Contract No.: 65406-2

Agreement Amount: \$12,211

Agreement Term Period: 10/1/2024 to 9/30/2026

GEARS Pre-Packet No: 567, 465

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:** This modification ends the Immunization funding for profile 155020 on 6/30/2025 instead of 12/31/2025. The overall Boundary Statement and Program Quality Criteria do not change with this modification. The originally negotiated objective also remains the same; however, the end date for these activities is now 6/30/2025 with a new evaluation date and run date of 7/1/2025, and End-of-Year Report and GEARS final expense report on profile 155020 by 8/15/2025. Please note the GEARS profile end date on the GEARS table will still show the original end date of 12/31/2025; however, funding on profile 155020 for contract year 2025 will end early on 6/30/2025. This modification is required so that Bureau of Communicable Diseases can bring these agreements in alignment with the federal award cycle which is July 1 thru June 30. A new agreement for the timeframe of 7/1/2025 – 6/30/2026 will be issued on a new profile number. We are also adding funding for the Tobacco Prevention and Treatment Program (Profiles 181004 and 181010). Please see attached scope of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

**State of Wisconsin  
Department of Health Services**

Authorized Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Grantee**  
Entity Name: \_\_\_\_\_

Authorized Representative

Name: Lauren Gottlieb  
Title: Director of Health and Human Services  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



## **CIVIL RIGHTS COMPLIANCE ATTACHMENT**

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

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

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

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

## **HIGH-RISK IT REVIEW**

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

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

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

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	1/1/2025	12/31/2025	\$9,383

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155020	CONS CONTRACTS IMM		\$9,383	\$0	\$9,383	N/A
					\$9,383	

***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: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	7/1/2025	6/30/2026	\$2,828

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
181004	TPCP WI WINS		-	\$1,078	\$1,078	N/A
181010	TPCP COMMUNITY INTRVNS		-	\$1,750	\$1,750	N/A
					\$2,828	

**GEARS FEDERAL AWARD INFORMATION**

<b>DHS Profile Number</b>	155020
<b>FAIN</b>	NH23IP92261
<b>Federal Award Date</b>	6/17/2024
<b>Sub-award period of Performance Start Date</b>	1/1/2025
<b>Sub-award period of Performance End Date</b>	6/30/2025
<b>Amount of Federal Funds obligated in the subaward</b>	\$0
<b>Total Amount of Federal Funds obligated</b>	\$9,383
<b>Federal Award Project Description</b>	Immunization Cooperative Agreements
<b>Federal Awarding Agency Name (Department)</b>	Department of Health and Human Services
<b>DHS Awarding Official Name</b>	Debra K. Standridge
<b>DHS Awarding Official Contact Information</b>	608-266-9622
<b>Assistance Listings Number</b>	93.268
<b>Assistance Listings Name</b>	Immunization Cooperative Agreements
<b>Total made available under each Federal award at the time of disbursement</b>	\$161,983,317
<b>R&amp;D?</b>	No
<b>Indirect Cost Rate</b>	6.7%



**WISCONSIN DEPARTMENT  
of HEALTH SERVICES**



**Wisconsin Department of Health Services**  
**Division of Public Health**  
**Commercial Tobacco Prevention and**  
**Treatment Program**

**SCOPE OF WORK (CONTRACT VIA GEARS)**

**A. OVERVIEW**

Program:	Community Interventions & WI Wins
Profile(s):	181010 & 181004
Period of Performance:	July 1, 2025-June 30, 2026
GEARS Contract Year:	2026
Grantee Name:	City of Franklin Health Department
GEARS Agency Number:	472787
Agreement Amount:	\$1,750 + \$1,078

**B. BACKGROUND AND/ OR CONTEXT**

Commercial tobacco products are Wisconsin's leading causes of preventable death and disease. Commercial tobacco products are any products that contain, are made from, or are derived from tobacco or nicotine that are intended for human consumption. Tobacco as referred to in this document include cigarettes, smokeless tobacco, hookah tobacco, cigars, pipe tobacco, electronic nicotine delivery systems including e-cigarettes and e-liquids.

CTPTP implements a comprehensive tobacco prevention and treatment program based on best practices from the Centers for Disease and Control and Prevention (CDC) to aggressively address



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the burden of tobacco use and exposure. The Commercial Tobacco Prevention and Treatment Program (CTPTP) addresses four main goals to reduce the burden of tobacco in Wisconsin:

- Eliminate exposure to secondhand smoke and aerosol
- Promote quitting among adults and youth
- Prevent initiation among youth and young adults
- Advance health equity by identifying and eliminating commercial tobacco product-related inequities and disparities

The CTPTP adheres to the Centers for Disease Control (CDC) Best Practices which recommend that local and statewide efforts work in collaboration in the provision of skills, resources and information to mobilize and implement program goals. The CDC states that “evidence indicates that implementing policies that promote a change in social norms appear to be the most effective approach for sustained behavior change.” Best or promising practices to achieve outcomes utilize population-based approaches emphasizing policy and environmental strategies. State programs must use best or promising practices designed to change environments and develop policies that promote tobacco-free lifestyles.

### C. CONTRACT COMMUNICATIONS

It is the responsibility of the Grantee to provide this Scope of Work document to appropriate agency staff responsible for programmatic and financial reporting requirements.

The expectation is a minimum of **monthly** contract communications between DHS and the Grantee. DHS reserves the right to request more frequent communications as deemed necessary. Communications may include but are not limited to:

- Email providing or requesting information.
- Programmatic or contractual meetings.
- Reporting including status updates and the submission of GEARS expense reports.

### D. POINTS OF CONTACT

The Grantee is responsible for notifying their contract administrator at DHS if there are any changes in contact information within ten (10) business days.

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### 1. TABLE 1: DPH CONTACT AND ROLE



**WISCONSIN DEPARTMENT  
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Name and Contact Information	Role
Kimberly Larson; kimberlyt.larson@dhs.wisconsin.gov	DHS Grant Administrator
	Choose an item.
	Choose an item.
	Choose an item.
	Choose an item.

2. TABLE 2: GRANTEE CONTACT AND ROLE

Name and Contact Information	Role
Ellen Henry; <a href="mailto:EHenry@franklinwi.gov">EHenry@franklinwi.gov</a>	Contract Manager
Megan Conway; <a href="mailto:MConway@franklinwi.gov">MConway@franklinwi.gov</a>	Project Manager
Kaitlyn Cisewski; <a href="mailto:KCisewski@franklinwi.gov">KCisewski@franklinwi.gov</a>	Project Manager
Lauren Gottlieb; <a href="mailto:llube@franklinwi.gov">llube@franklinwi.gov</a>	Authorized Signatory (individual at organization who will sign the final contract)
	Choose an item.

E. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE

The funds will be reimbursed through the Grant Enrollment, Application and Reporting System (GEARS). GEARS expenses must be submitted as actual monthly expenses (either paid or incurred) and these expenses must align with the approved budget and terms and conditions of this Agreement/Contract.

- **GEARS Expense Report(s) and Payment Schedule:** Grantee must report costs incurred on the GEARS Expenditure Report Form ([f-00642](#)) and submit the GEARS Expenditure Report by 11:59pm on the 15th of the month via email to the GEARS Unit ([dhs600RCars@dhs.wisconsin.gov](mailto:dhs600RCars@dhs.wisconsin.gov)) with a copy to the DHS Grant Administrator, [kimberlyt.larson@dhs.wisconsin.gov](mailto:kimberlyt.larson@dhs.wisconsin.gov)
- The GEARS Unit is responsible for issuing payment. The DHS program staff are responsible for ensuring claimed expenses are allowable and agree with approved budgets and scopes of work.



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- Final GEARS Expense Reports are due no later than **45 days** from the end of the contract period which occurs on **6/30/2026**.

Failure to follow the GEARS Expense Report(s) and Payment Schedule could result in a dispute(s) whereby DHS can delay or deny payment(s). Reference the GEARS Payment Processing Schedule and further guidance on How to Submit GEARS Expenditure Reports.

Direct any questions related to the technical aspects of expenditure report processing, monthly payment reports, and reimbursements can email [DHSDESBFSGEARS@dhs.wisconsin.gov](mailto:DHSDESBFSGEARS@dhs.wisconsin.gov). Direct all other questions regarding expense reports to the Commercial Tobacco Prevention and Treatment Program.

**F. REPORTING REQUIREMENTS**

**1. FINANCIAL REPORTING**

Additional financial reporting must be provided by the Grantee upon request by DHS. This may include (but not limited to) expenses associated with salaries, supplies, travel, contractual, or other (including copies of receipts documenting the purchase of specific items and timesheets for salaries).

**2. PROGRAMMATIC REPORTING**

Quarterly reports are required throughout agreement period with all reports submitted 15 days after the agreement period ends. Grantees are required to quantitatively and qualitatively document program deliverables and provide written statement through the reports. Grantee will be provided report forms and deadlines from the Commercial Tobacco Prevention and Treatment Program.

Direct all questions regarding reports to the Commercial Tobacco Prevention and Treatment Program. Failure to meet a reporting requirement(s) can result in a dispute(s) for noncompliance, default, and/or breach of the agreement terms and conditions.

**G. UNALLOWABLE AND/OR RESTRICTED COSTS**

- Direct and indirect lobbying
- Paid media (excluding WI Wins and social media boosts with prior approval from CTPTP)
- Use CTPTP Community Interventions funds to support a minimum of one 0.75 staff position to serve as the coordinator and the primary contact with CTPTP
- Subcontracting is allowable for a maximum of 10% of the Community Interventions



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allocation with prior review and approval of all subcontracts by CTPTP Contract Administrator

- Indirect costs are allowable for a maximum of 10% of the total allocation
- Additional positions, consultants, and personnel subcontracts require prior CTPTP contract administrator approval
- Incentives are limited to two categories:
  - a. Transportation (e.g., fuel only gift cards, bus passes)
  - b. Small promotional items (e.g., water bottles, t-shirts, buttons, stickers, etc.)
- Cash is not an allowable incentive for program participation.
- Gift cards are allowable as participant incentives provided that the grantee has established a way to ensure that the gift card cannot be used to purchase unallowable items in a written agreement with the gift card vendor.
- Gift card incentives **may not**:
  - a. be associated with **entertainment** (e.g., movies, games, lottery, etc.);
  - b. be redeemable for cash;
  - c. be used to purchase **tobacco, alcohol, or firearms**;
  - d. be used to purchase **food** (e.g., restaurants, groceries, etc.)
  - e. be transferred by recipient to other parties.
- Additional information on incentives can be found in the HHS GPS, Sections II-33 and II34 and in 45 CFR 75.438
- Please note that gift cards would be considered a cash equivalent and should adhere to APP Manual Section 2 as it relates to the handling of cash and cash equivalents. Which can be found here.
- Incentives must be nominal, meaning an amount that doesn't exceed \$25.

## H. BUDGET MANAGEMENT

Cost deviation or change from approved budget categories more than 10%, or the addition of a new subcontractor, will require submission of a new budget and will require revised budget approval from DHS prior to incurring costs. The DHS CTPTP may proactively recommend a revision should spenddown tracking suggest the need to redistribute remaining funds.

Grantee must receive prior approval for any equipment purchases that exceed \$5,000 per the DHS Allowable Cost Policy Manual (Section 10a). Direct all questions regarding budget management or equipment purchases to the Commercial Tobacco Prevention and Treatment Program.

## I. ADDITIONAL INFORMATION AND/OR REQUIREMENTS

### General Contract Requirements





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- Have no affiliation or contractual relationship with any tobacco company, its affiliates, its subsidiaries, or its parent organization
- Participate in CTPTP or other tobacco prevention trainings, meetings, and technical assistance efforts
- Implement various strategies and activities as outlined in the Scope of Work
  - CTPTP may revise and/or add required strategies and/or activities in response to tobacco prevention emerging priorities
- Recognize CTPTP as the source of funding on program reports and publications and when providing tobacco presentations at local, state, or national workshops or conferences. The following statement must be used:
  - *This program is funded by the Wisconsin Commercial Tobacco Prevention and Treatment Program, Division of Public Health, Wisconsin Department of Health Services.*

**Methods to Accomplish Goals**

- Use best or promising practices designed to change environments and develop policies that promote tobacco-free lifestyles
- Assure staff are trained in tobacco prevention best practices
- Integrate activities on identifying and eliminating tobacco related disparities across a comprehensive approach to tobacco prevention.
- Promote tobacco dependence treatment services through outreach and education efforts including:
  - Wisconsin Tobacco Quit Line
  - Live Vape Free
  - The American Indian Quit Line
  - Medicaid/BadgerCare+ Tobacco Treatment Benefit
  - First Breath
  - N-O-T (Not On Tobacco)
- Communicate and collaborate with other coalitions and state partners

**Centers for Disease Control and Prevention Best Practices:**

- Demonstrate the importance of community support and involvement at the grassroots level by implementing highly effective policy interventions
- Recommend implementing policies that promote a change in social norms
- Use best or promising practices to achieve outcomes by utilizing population-based approaches emphasizing policy and environmental strategies
- Address the factors that impact tobacco-related disparities, including social determinants of health, tobacco industry influence, a lack of comprehensive tobacco policies, and a changing U.S. population



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**Wisconsin Wins**

- Contract for the WI Wins allocation for the jurisdictions that the Alliance covers
  - Subcontracting is allowable with prior review and approval of the subcontract by CTPTP contract administrator
  - Funding is determined based on the number of compliance checks allocated for the jurisdictions the Alliance covers (\$77 per check)
  - Participate in WI Wins trainings and/or webinars

**Unallowable Activities**

- Direct and indirect lobbying
- Provision of tobacco prevention or treatment services of any kind, including:
  - Direct tobacco prevention cessation and primary education
  - Community and school-based cessation classes and services
- General teaching and counseling positions and services
- Provision of tobacco dependence services and pharmacotherapies

**J. CONTRACT DELIVERABLES**

**Youth Engagement/FACT**

**Goal:** Use FACT materials, resources, and staff support to authentically engage youth in coalition work through recruitment, planning, empowerment, and advocacy that creates positive social change.

**Activities:**

- Strategically recruit and prepare youth for peer-to-peer and community advocacy on local and statewide policy initiatives
- Hold regular action-based meetings to:
  - Increase youth knowledge on tobacco/nicotine related issues
  - Build advocacy and leadership skills
  - Plan outreach and advocacy activities (i.e. FACTivisms)
  - Evaluate implemented activities
- Implement youth-driven peer-to-peer and community advocacy activities (i.e. FACTivisms)
- Provide outreach opportunities for youth to advocate to state and local leaders and



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media outlets

**Deliverables:**

Report on engaging with youth which may include the following:

Number of youth recruited, number of meetings, list advocacy and leadership skills taught, share photos and outcomes from advocacy activities, examples of state/local leader and media outreach, etc.

## **Wisconsin Wins**

**Goal:** To prevent underage sales and youth initiation of commercial tobacco through education on tobacco sales laws, recognizing retailers who are complying with the laws, and partnering with local law enforcement to enforce the laws.

**Activities:**

- Conduct compliance checks, media outreach and public outreach in each county/jurisdiction throughout the contract year per Addendum I and Addendum II.
- Actively involve municipal or county level law enforcement agencies in WI Wins tobacco compliance checks.

**Deliverables:**

Track compliance checks, media and public outreach on [www.wiwins.org](http://www.wiwins.org).



## Addendum I

### SFY25 Wisconsin Wins Allocations & Required Activities

#### Allocation & Required Compliance Checks

COUNTY/ JURISDICTION	SFY25 CHECKS	SFY25 ALLOCATION
ADAMS	25	\$1,925
ASHLAND	19	\$1,463
BARRON	42	\$3,234
BAYFIELD	24	\$1,848
BROWN	121	\$9,317
BUFFALO	16	\$1,232
BURNETT	26	\$2,002
CALUMET	22	\$1,694
CHIPPEWA	60	\$4,620
CLARK	31	\$2,387
COLUMBIA	50	\$3,850
CRAWFORD	23	\$1,771
DANE	256	\$19,712
DODGE	61	\$4,697
DOOR	32	\$2,464
DOUGLAS	52	\$4,004
DUNN	35	\$2,695
EAU CLAIRE	58	\$4,466
FLORENCE	10	\$770
FOND DU LAC	63	\$4,851
FOREST	16	\$1,232
GRANT	49	\$3,773
GREEN	23	\$1,771
GREEN LAKE	19	\$1,463
IOWA	22	\$1,694
IRON	17	\$1,309
JACKSON	26	\$2,002


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JEFFERSON	56	\$4,312
JUNEAU	34	\$2,618
KENOSHA	103	\$7,931
KEWAUNEE	17	\$1,309
LA CROSSE	60	\$4,620
LAFAYETTE	14	\$1,078
LANGLADE	28	\$2,156
LINCOLN	28	\$2,156
MANITOWOC	51	\$3,927
MARATHON	79	\$6,083
MARINETTE	56	\$4,312
MARQUETTE	16	\$1,232
MILWAUKEE - SUBURBAN	160	\$12,320
MILWAUKEE - FRANKLIN	14	\$1,078
MILWAUKEE - CITY	474	\$36,498
MONROE	35	\$2,695
OCONTO	37	\$2,849
ONEIDA	43	\$3,311
OUTAGAMIE	94	\$7,238
OZAUKEE	34	\$2,618
PEPIN	9	\$693
PIERCE	35	\$2,695
POLK	52	\$4,004
PORTAGE	49	\$3,773
PRICE	19	\$1,463
RACINE	140	\$10,780
RICHLAND	12	\$924
ROCK	97	\$7,469
RUSK	19	\$1,463
SAUK	50	\$3,850
SAWYER	31	\$2,387



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SHAWANO	38	\$2,926
SHEBOYGAN	82	\$6,314
ST. CROIX	75	\$5,775
TAYLOR	21	\$1,617
TREMPEALEAU	34	\$2,618
VERNON	20	\$1,540
VILAS	35	\$2,695
WALWORTH	100	\$7,700
WASHBURN	21	\$1,617
WASHINGTON	68	\$5,236
WAUKESHA	171	\$13,167
WAUPACA	50	\$3,850
WAUSHARA	25	\$1,925
WINNEBAGO	89	\$6,853
WOOD	53	\$4,081

A compliance check must use positive reinforcement (per guidance from SAMHSA/CSAP) designed to support retailers who refuse sales to underage youth and educate those who would sell to minors about the legal and health consequences of such sales.

All compliance checks must follow the WI Wins Protocol.

Twenty percent (20%) of the total number of compliance checks per county/jurisdiction shall include checks in bars & grills, taverns, liquor stores, bowling alleys, resorts and golf courses. Remaining checks can include retail locations such as convenience stores, grocery stores, and gas stations.

(Optional Activity) Tobacco 21 Purchase Surveys: Twenty percent (20%) of inspections may check compliance on federal law to include education only follow up, using the Tobacco 21 Purchase Surveys Protocol and no local law enforcement follow up.



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## Addendum II

### SFY 25 Wisconsin Wins Required Activities & Allocations

*The number of outreach activities for each county/jurisdiction is based on the number of compliance checks allocated in SFY25. See previous page for color assigned to the county/jurisdiction. Given that each county/jurisdiction has different needs, agencies have the ability to negotiate the number of activities.*

*Example: Wood County is coded with green, therefore 5 public outreach and 4 media outreach must be completed throughout SFY 25.*

#### -Required Outreach Activities-

##### SFY 25

ACTIVITY CATEGORIES	NUMBER OF REQUIRED OUTREACH ACTIVITIES					
Public Outreach	3	4	5	6	6	6/agency
Media Outreach	2	3	4	4	5	4/agency
<b>TOTAL ACTIVITIES PER COUNTY/JURISDICTION</b>	<b>5</b>	<b>7</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>10/agency</b>

### Wisconsin Wins Outreach Activities

One of the goals of Wisconsin Wins outreach is to be a resource for retailers in Wisconsin. The work being done to achieve this goal provides many opportunities to integrate health equity into WI Wins activities. Examples of these opportunities include providing education to community members on non-punitive policies, building authentic and sustainable relationships with retailers and clerks, and developing resources that are available in multiple languages. Completing activities with an equitable approach can result in collaborative approaches that support the mutual efforts of trying to be good partners in the community.

Below is a list of suggested outreach activities that can be conducted throughout the contract year. WI Wins, WITobaccoCheck.org and/or the federal tobacco 21 law should be a significant focus of all outreach activities. There must be a variety of outreach activities within each outreach category instead of conducting the same type of activity within the category. Although this list contains many ideas, it is not exhaustive. To assure an original outreach activity will qualify toward the required objective, please contact the Youth Access Program Coordinator.

#### Media Outreach

- Participate in on-air and/or print interviews
- Send a press release to local daily, weekly, and/or monthly newspaper
- Share local story with newspaper, television, and/or radio
- Submit letter to the editor (LTE) to local newspaper
- Send WI Wins/T21 Public Service Announcement to television and/or radio stations



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- Call-in to community talk radio shows and/or morning shows
- Submit a WI Wins update for local newsletters
  - Community
  - High school
  - Health department
  - Local coalitions
  - Neighborhood Watch
  - Places of worship
  - Chamber of Commerce
- Submit social media post

Examples of acceptable social media outreach include:

- Educating on federal tobacco 21 law
- Using an ad template
- Recognizing/thanking community partner, such as law enforcement (tag person/agency in Facebook post)
- Recognizing/thanking retailer for not selling to youth (tag retailer in Facebook post)
- Submit paid ad template provided and approved by CTPTP to print media (work with CTPTP Communications Coordinator, Youth Access Program Coordinator and Contract Administrator)

### **Public Outreach**

- Educate local leaders about WI Wins activities and federal tobacco 21 law
  - Arrange for virtual presentations/phone calls to/with local leaders
  - May include, but are not limited to, Board of Health, county/city or town board, school board, municipal clerk, district attorney/city attorney, local government officials, legislators
- Inform law enforcement of WI Wins activities, federal tobacco 21 law and non-punitive policies related to youth possession or underage sales
- Connect with municipal clerks to discuss tobacco licensing/sales laws and identify opportunities to share information to tobacco licensees
- Share customizable WI Wins one-pager with local public leaders and legislators
- Send letters or emails to local leaders about retailers and clerks who succeed in making a difference in their community. Encourage them to call or send a note to the stores thanking the owners/clerks
- Arrange for presentations with civic and community groups
- Educate general public on federal tobacco 21 law
- Include cessation message with outreach on tobacco 21
- Send direct mail to retailers
  - Must contain program information about WI Wins, WITobaccoCheck.org or the federal tobacco 21 law
  - Can include information about e-cigarettes and flavored products and the importance of checking IDs
- Conduct retailer trainings
- Promote No Menthol Sunday to retailers in communities with higher African American populations
- Send retailers Tobacco 21 resources (window cling, posters, buttons, etc.)
- Promote WITobaccoCheck.org/Google translate
- Promote translated WI Wins resources
- Work with a local youth group to send thank you cards to local clerks and retailers who have complied with the law in the past
- Conduct administrative activities (limit to 1 per contract year)





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- o Update retailer contact lists
- o Add retailer email addresses to lists
- o Survey retailers to assess needs

### **Messages and Tactics**

- All WI Wins outreach should have a positive focus
- The goal is to prevent initiation of tobacco products among youth and young adults by preventing access
- Provide details of WI Wins activities and WITobaccoCheck.org
- Recognize retailers and clerks who are making a difference in their community by not selling tobacco
- Highlight a retailer who uses WITobaccoCheck with all their employees
- Educate retailers on the federal tobacco 21 law and the need to verify purchaser age by checking ID
- Share a youth's perspective on their involvement in compliance checks
- Discuss enforcement practices and retailer employee training with law enforcement
- Thank retailers and clerks for not selling
- Increase awareness of e-cigarettes and flavored products available in the community and the importance of existing youth access laws/WI Wins program
- Promote treatment options when educating about the federal tobacco 21 law
- Build relationships with retailers and act as a resource for them

### **Resources**

- [WI Wins Google Folder](#)
- [WI Wins Activity Library](#) – Log in to search approved outreach activities

## BUDGET DETAIL: Provide a brief description of budgeted ite

**Agency:**

### BUDGET DESCRIPTION

#### A. Personnel Services

Title/position & Breif description of duties related to this funding	Annual Salary	FTE	Salary for Contract
Ellen Henry, Public Health Strategist	\$ 72,000	1.00	Hourly

**A. Personnel Ser**

#### B. Contractual


**B. Contra**

#### C. Program Supplies

##### 1. Supply Itemizations (office supplies, etc.)

Supplies for youth activities/FACTivisms (paper, tape, art supplies, etc.)

Mailing supplies (stamps, thank you cards, etc.)

*C-1 Supp*

##### 2. Printing/Photocopying Itemizations

*C-2 Printing/Photocopy*

##### 3. Event/Meeting Itemizations (food, room costs, etc.)

Food/Meeting Snacks/Ice Cream Social

Compliance Check Training

*C-3 Events/Meeti*

##### 4. Incentive & Stipend Itemizations (promotional items, etc.)

Incentive items for youth compliance check volunteers (\$25/volunteer x 2 volunteers)
<i>C-4 Incentives &amp; Stipe</i>
<b>C. Program Sup</b>
<b>D. Agency Operations</b>
<b>1. Rent Itemizations</b>
<i>D-1 R</i>
<b>2. Communication Itemizations</b>
Telephone Connection
Internet Connection
<i>D-2 Communicati</i>
<b>3. Travel Itemizations</b>
<i>D-3 Tr</i>
<b>4. Training/Skills Development Itemizations (course/conference registration, etc.)</b>
<i>D-4 Training/Skills Developm</i>
<b>5. Electronic &amp; Equipment Itemizations (laptop, cell phones, etc.)</b>
<i>D-5 Electronics &amp; Equipm</i>
<b>6. Miscellaneous Itemizations</b>
\$20/complainece check to purchase items (including attempted tobacco product purchase) x 14 retailers
Social Media WI WINS thank you to retailers ad
<i>D-6 Miscellane</i>
<b>D. Agency Opera</b>
<b>1. Indirect/Administrative Costs Itemizations</b>

E. Indirect TOT

According to State Statute 255.15, no recipient of moneys distributed ma  
those moneys for administrative costs (internal services, administration c

ms

	AMOUNT
Fringe Benefit Amount for Contract	
N/A	\$ 500
<b>Services TOTAL</b>	<b>\$ 500</b>
<b>Actual TOTAL</b>	<b>\$ -</b>
	\$ 1,000
	\$ 78
<b>Supplies SUB TOTAL</b>	<b>\$ 1,078</b>
<b>Printing SUB TOTAL</b>	<b>\$ -</b>
	\$ 750
	\$ 100
<b>Supplies SUB TOTAL</b>	<b>\$ 850</b>

	\$ 50
nds SUB TOTAL	\$ 50
plies TOTAL	\$ 1,978
rent SUB TOTAL	\$ -
ons SUB TOTAL	\$ -
vel SUB TOTAL	\$ -
ent SUB TOTAL	\$ -
ent SUB TOTAL	\$ -
	\$ 280
	\$ 70
ous SUB TOTAL	\$ 350
itions TOTAL	\$ 350

Costs TOTAL	\$ -
TOTAL COSTS	\$ 2,828

y expend more than 10% of  
costs, audit expenses, etc.)

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](http://www.sam.gov).

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

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



## Certificate Of Completion

Envelope Id: 4B922A38-052A-496F-A0A9-B4BAB0E200DB  
Subject \*RUSH\* MP - Franklin HD - 2025 DPH Consolidated Contract - 435100-G25-DPHCC25-26 M2  
Source Envelope  
Document Pages 27  
Certificate Pages 5  
AutoNav Enabled  
Envelope Stamping Enabled  
Time Zone (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator  
Yvette Smith  
1 West Wilson St  
Madison, WI 53703  
yvettea.smith@dhs.wisconsin.gov  
IP Address: 165.225.60.76

## Record Tracking

Status Original  
6/10/2025 2:21:29 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: 6/10/2025 2:42:59 PM  
ID: 8b95c4a4-f7d8-4424-8e34-cad09521da59

Anna Benton  
anna.benton@dhs.wisconsin.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 6/27/2025 8:48:34 AM  
ID: 85926d83-bdcd-4ecd-a27e-a5d657673909

## Signature

## Timestamp

Sent: 6/10/2025 2:23:33 PM  
Resent: 6/24/2025 12:27:01 PM  
Resent: 6/24/2025 12:27:18 PM  
Viewed: 6/27/2025 8:55:45 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: 6/10/2025 2:23:32 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 6/10/2025 2:23:32 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 6/10/2025 2:23:32 PM

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

Envelope Sent

**Status**

Hashed/Encrypted

**Timestamps**

6/10/2025 2:23:32 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.

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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.

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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](mailto: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](mailto: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.

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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](mailto:DHSCentral@dhs.wisconsin.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Wisconsin Department of Health Services**

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

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

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

### **Required hardware and software**

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

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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.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 1, 2025
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 800-9972-008	ITEM NUMBER M. 2. (c).

### **BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2024 tax year. Due to a palpable error, the value has been reduced by \$172,900.

### **ANALYSIS**

Parcel: 800-9972-008

Owner: 122<sup>nd</sup> Street Land Company

Address: S. Scepter Drive

Per the City's Assessor, the initial 2024 assessment was incorrect. The assessor deemed this parcel should have been assessed as contiguous to the adjacent parcel for buildability and added the sewer adjustment.

### **FISCAL NOTE**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$603.79. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$2,201.95.

### **RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the 2024 property taxes being unpaid, the \$2,805.74 will be applied to the tax bill.

### **COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2025-\_\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #796-0075-000; and direct staff to file the chargeback request with the DOR to seek compensation from the other taxing authorities.

**Finance Dept - DB**

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND  
FOR PARCEL #800-9972-008

-----  
WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), which states that a clerical error has been made in the description of the property, and a partial rescission and refund of the tax due is appropriate:

122 <sup>nd</sup> Street Land Company S. Scepter Drive Franklin, WI 53132 (Parcel #800-9972-008)	\$2,805.74
---	------------

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund to the outstanding property bill in the sum of \$2,805.74; and

BE IT FURTHER RESOLVED, that the proper City Officials authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from the following Account Numbers:*

01-0000-1415	Milwaukee County	\$496.62
01-0198-5543	City of Franklin	\$603.79
01-0000-1412	MATC	\$126.55
01-0000-1411	Franklin School District	\$1,383.23
01-0000-1413	MMSD	\$195.55

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

Passed 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 \_\_\_\_



STATE OF WISCONSIN  
REAL ESTATE PROPERTY TAX BILL FOR 2024  
CITY OF FRANKLIN  
MILWAUKEE COUNTY

MACKENZIE SQUARE CONDOS, LLC  
PROSPECT MANAGEMENT CO  
5645 N GREEN BAY AVE  
GLENDALE WI 53209-4437

MACKENZIE SQUARE CONDOS, LLC  
BILL NUMBER: 360288  
IMPORTANT: Correspondence should refer to parcel number.  
See reverse side for important information.  
Be sure this description covers your property. This description is  
for property tax bill only and may not be a full legal description.  
ACRES: 1.151

COM 290 FT S OF NE COR OF NW 17 5 21 TH W 375  
FT N 290 F

Property Address: S SCEPTER DR

Parcel #: 8009972008

Alt. Parcel #:

Assessed Value Land 180,600	Ass'd. Value Improvements	Total Assessed Value 180,600	Ave. Assmt. Ratio 0.9965	Net Assessed Value Rate (Does NOT reflect credits)	0.016227602
Est. Fair Mkt. Land 181,200	Est. Fair Mkt. Improvements	Total Est. Fair Mkt. 181,200	A Star in this box means Unpaid Prior Year Taxes	School taxes reduced by school levy tax credit	\$ 285.81

Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change
MILWAUKEE COUNTY	4,350,816	4,354,589		569.32	100.0%
CITY OF FRANKLIN	3,420,529	3,538,487		692.19	100.0%
FRANKLIN SCHOOL DIST	33,198,986	35,343,914		1,299.92	100.0%
MMSD				224.18	100.0%
MATC	4,518,534	4,549,722		145.08	100.0%

Total	45,488,865	47,786,712	2,930.69	100.0%
First Dollar Credit Lottery & Gaming Credit Net Property Tax			2,930.69	100.0%

Make Check Payable to:  
CITY OF FRANKLIN  
TREASURER  
9229 W LOOMIS ROAD  
FRANKLIN WI 53132-9728  
414-425-4770

Full Payment Due On or Before January 31, 2025  
\$2,930.69

Or pay the following installments to:  
1465.35 DUE BY 01/31/2025  
732.67 DUE BY 03/31/2025  
732.67 DUE BY 05/31/2025

Net Property Tax 2,930.69

FOR TREASURERS USE ONLY

PAYMENT  
BALANCE  
DATE

FOR INFORMATIONAL PURPOSES ONLY  
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	2,175,425.00	79.27	2025
FRANKLIN SCHOOL DIST	5,496,300.00	200.28	2025

TOTAL DUE FOR FULL PAYMENT

Pay By January 31, 2025

\$ 2,930.69

Warning: If not paid by due dates, installment option is lost  
and total tax is delinquent subject to interest and if applicable  
penalty Failure to pay on time. See reverse.

PA-68673 (R 8-15)

PLEASE RETURN LOWER  
PORTION WITH REMITTANCE

CITY OF FRANKLIN  
TREASURER  
9229 W LOOMIS ROAD  
FRANKLIN WI 53132-9728

REAL ESTATE PROPERTY TAX BILL FOR 2024

Bill #: 360288

Parcel #: 8009972008

Alt. Parcel #:

Total Due For Full Payment \$2,930.69  
Pay to Local Treasurer By Jan 31, 2025

OR PAY INSTALLMENTS OF:

1ST INSTALLMENT Pay to Local Treasurer \$1,465.35 BY January 31 2025	2ND INSTALLMENT Pay to Local Treasurer \$732.67 BY March 31 2025
3RD INSTALLMENT Pay to Local Treasurer \$732.67 BY May 31 2025	

☐ Check For Billing Address Change.

MACKENZIE SQUARE CONDOS, LLC  
PROSPECT MANAGEMENT CO  
5645 N GREEN BAY AVE  
GLENDALE WI 53209-4437

FOR TREASURERS USE ONLY

PAYMENT  
BALANCE  
DATE

Name	122nd Street Land Company		
Parcel ID	800-9972-008		
Assessed Value -	Original	\$180,600	
Assessed Value -	Revised	\$7,700	
Payments Due	-172,900		
Lottery Credit/First Dollar	0.00	0.00	0.00
1/31	1,465.35	62.48	1,402.87
3/31	732.67	31.24	701.44
5/31	732.67	31.24	701.44
	<u>2,930.69</u>	<u>124.95</u>	<u>2,805.74</u>

		2024 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference
	GL A/R Acct					
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.1524053	569.32	24.27	545.05	496.62
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01.0198 5543	3.8327391	692.19	29.51	662.68	603.79
MATC (VTAE)	01 0000.1412	0.8033489	145.08	6.19	138.89	126.55
1 Franklin Schools	01.0000 1411	8.7803398	1,585.73	67.61	1,518.12	1,383.23
State School Levy credit		-1.5825460	-285.81	-12.19	-273.62	
MMSD	01 0000 1413	1.2413147	224.18	9.56	214.62	195.55
		<u>16.2276018</u>	<u>2,930.69</u>	<u>124.95</u>	<u>2,805.74</u>	<u>2,805.74</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000.1411	8.7803398
Oak Creek/Franklin Schools	01 0000.1418	7 1856896
Whitnall Schools	01 0000 1419	7.2005082
No Sewer		0.0000000

TOTAL

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 7/1/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A RESOLUTION TO APPROVE AMENDMENT 10 TO TASK ORDER NO. 5 IN THE AMOUNT OF \$20,000.00 TO RUEKERT &amp; MIELKE, INC.</b>	<b>ITEM NUMBER</b> Y. 3.

### **BACKGROUND**

On June 5<sup>th</sup>, 2018 the Common Council approved a contract with Ruekert & Mielke, Inc. for professional services task order related to engineering in Corporate Park, TID 8 (formerly TID 4).

This amendment to their current contract includes additional services for TID 8 assistance. The additional services and modifications to their contract are in the amendment 10 documents included with this council action sheet.

### **FISCAL NOTE**

The scope of services would be funded through TID 8.

### **RECOMMENDATION**

Staff recommends that the Council approve Amendment 10 to Task Order No. 5 in the amount of \$20,000.00 to Ruekert & Mielke, Inc.

### **COUNCIL ACTION REQUESTED**

(Optional) Motion to adopt Resolution No. 2025 - \_\_\_\_\_, a resolution to approve Amendment 10 to Task Order No. 5 in the amount of \$20,000.00 to Ruekert & Mielke, Inc.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

A RESOLUTION TO APPROVE AMENDMENT 10 TO TASK ORDER NO. 5 IN THE  
AMOUNT OF \$20,000 TO RUEKERT & MIELKE, INC.

-----

WHEREAS, On June 5th, 2018 the Common Council approved a contract with Ruekert & Mielke, Inc. for professional services task order related to engineering in Corporate Park, TID 8 (formerly TID 4); and

WHEREAS, This amendment to their current contract includes additional services for TID 8 assistance; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to approve amendment 10 to Task Order No. 5 in the amount of \$20,000 to Ruekert & Mielke, Inc.

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

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

APPROVED:

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

ATTEST:

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

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

<i>Slw</i> APPROVAL	REQUEST FOR Council ACTION	MEETING DATE 6/05/18
REPORTS AND RECOMMENDATIONS	Contract Ruekert & Mielke, Inc. for professional services task order related to engineering in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27 <sup>th</sup> and S. 42 <sup>nd</sup> Streets.	ITEM NUMBER <i>6.11.</i>

### Request

Staff is requesting approval of a contract with Ruekert & Mielke, Inc. for professional engineering services outlined in the attached May 31, 2018 letter. Activities outlined in referenced Task Order #5 include design of Phase I improvements for the proposed business park, commonly referred to as Area D. Phase I consists of the western portion of Area D and W. Elm Road as illustrated on the attached map, Exhibit A of the task order.

The scope of services for this task order is capped at \$1,201,850. These services are eligible for funding from TID #4.

Approval of this contract is subject to review by the City Attorney.

### Background/Analysis

In recent years, as further outlined and discussed below, the Common Council has taken action to continue study and pursuit of a potential new business park within Area D, located roughly between W. Oakwood and W. South County Line Roads and S. 27<sup>th</sup> and S. 42<sup>nd</sup> Streets. As such, staff is bringing forward and requesting approval of the task order noted above.

The intent is to utilize the existing TID to mitigate City risk in moving forward with infrastructure and development of a new business park and to maximize the value of the district prior to its closing. With that said, it is important to emphasize the limited time frame to accomplish the design and construction of Phase 1 infrastructure improvements.

As such, it should be understood that 1) the cost of construction is currently unknown and 2) the time frame of improvements is not guaranteed to occur under TID #4. This means that the City will have to reassess costs and time frames in the future. The intent is to accomplish Phase 1 design and improvements as part of the existing TID; however, the City may need to consider a new TID or other funding scenarios in the future. Ruekert and Mielke has been advised upon the current status and time constraints of TID #4.

### TID #4

The subject development area, Area D, is within TID #4, which was formed in June, 2005. The District has a maximum life of 20 years; therefore, the latest project expenditures can occur is June, 2020 and the latest year of increment is 2026.

These dates are important to note as the project must move forward efficiently and in a timely manner if the City hopes to complete much or all of this project utilizing funding from the existing TID.

It is also important to note the following in regard to the existing TID and its relationship to this request:

- The original TID project plan contemplated the services outlined in the attached task order;
- There are appropriations available for the funding of this task order;
- All remaining debt from previous district expenditures was retired in 2016;
- Current TID #4 assumptions estimate project costs of nearly \$10 million in 2019-2020 (see below) with a remaining TID balance of approximately \$2.7 million in 2026. Assumptions include construction of the two Interstate Partners industrial buildings in 2018 and 2019 (\$11.5 in million value) and a second Wheaton Franciscan office building constructed in 2021 (\$10 million in value).
  - 2018 - \$980,000 to Interstate Partners for development of two industrial buildings
  - 2019 - \$8 million in infrastructure improvements
  - 2020 - \$1 million in infrastructure improvements; and
- If the developments noted above do not occur and the City expends the \$9 million in project costs, the

TID would still have an estimated balance remaining of \$700,000.

Based upon the above information, staff is recommending that further financial review of the TID is not necessary in the execution of the attached task order.

#### Budget

No budget amendment is needed as the 2018 budget includes \$12 million for sanitary sewer construction for Area D.

#### R/M Task Orders

In 2014, the Common Council approved an agreement between the City and Ruekert & Mielke, Inc. dated November 4, 2014 to pursue study, design and completion of a business park development for properties commonly known as Area D by way of task orders. It should be noted that Ruekert & Mielke, Inc. has extensive prior experience in Area D and is therefore uniquely qualified to build on their prior experience in Franklin. Like Task Order #2, #3 and #4, Task Order #5 builds on the existing 2014 professional services agreement.

Thus far, the City has approved four task orders for study and preliminary design work. A brief description of these previous task orders is below.

Task Order #1 included: collecting and compiling Franklin planning documents, applicable jurisdictional information, aerial photography, GIS mapping and property ownership information as well as conducting site reconnaissance, preparation of alternative development concepts, and preliminary utility coordination.

Task Order #2 included: meeting with MMSD and the surrounding communities regarding sanitary sewer service and a combined sewage pump station, meeting with the City of Franklin staff, and the Common Council regarding phasing of development and estimating project costs thereof, including providing cost estimates for municipal sanitary sewer and water services to Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27<sup>th</sup> and S. 42<sup>nd</sup> Streets.

Task Order #3 and #4 included: floodplain analysis and storm water permitting analysis, and continued meetings with the City of Franklin staff, and the Common Council regarding phasing of development and estimating project costs thereof, including providing cost estimates for project in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27<sup>th</sup> and S. 42<sup>nd</sup> Streets.

#### Rezoning/PDD No. 39 Mixed Use Business Park

The Common Council approved rezoning this land for Mixed-Use Business Park at the November 1, 2016 Council Meeting.

#### Next Steps

If approved, work will begin immediately as outlined in Task Order No. 5. Immediate City deliverables will include, but not be limited to identifying a project manager and sending letters to property owners requesting access to their property.

#### **COUNCIL ACTION REQUESTED**

A motion to contract Ruekert & Mielke, Inc. for professional services task order related to engineering in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27<sup>th</sup> and S. 42<sup>nd</sup> Streets.



Your Infrastructure Ally

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

May 31, 2018

Mr. Nick Fuchs  
Principal Planner  
Mr. Glen E. Morrow, P.E.  
City Engineer/Director of Public Works  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

RE: Franklin Corporate Park - T.I.D. #4  
South 27th Street -Oakwood to County Line Road  
Task Order #5 – Phase I Design

Dear Messrs. Fuchs and Morrow:

Based upon our previous meetings and discussions with others at the City of Franklin, we have prepared the attached Task Order #5 to our Agreement dated November 4, 2014. This Task Order covers the design of Phase I of the improvements to the proposed Franklin Corporate Park located on the east side of 27<sup>th</sup> Street between Oakwood Road and West County Line Road. This area is approximately 200 gross acres in area.

The improvements include grading, sanitary sewerage, sewage pump station, storm sewer, storm water management, water main, street lighting and streets in the area depicted on the enclosed Exhibit.

If this proposal meets with the City's approval, please have the appropriate official(s) sign where indicated and return one executed copy to me. We are prepared to begin work on this Project immediately upon Common Council approval.

Please contact either Andy Petersen or myself with any questions.

Very truly yours,

RUEKERT & MIELKE, INC.

Joseph W. Eberle, P.E. (WI, IL, MN)  
Senior Project Manager  
[jeberle@ruekert-mielke.com](mailto:jeberle@ruekert-mielke.com)

Very truly yours,

RUEKERT & MIELKE, INC.

Anthony D. Petersen, P.E. (WI, IA)  
Senior Project Manager  
[apetersen@ruekert-mielke.com](mailto:apetersen@ruekert-mielke.com)

JWE:sjs

Enclosures

cc: Paul A. Rotzenberg, City of Franklin  
Jesse A. Wesolowski, Wesolowski, Reidenbach & Sajdak, S.C.  
File

~58-10013 Franklin Corporate Park > 200 Design Engineering - Task Order #5 > Agreement > Fuchs-Morrow-20180531-Task Order #5-Phase 1 Design.docx~

## TASK ORDER

This is Task Order No. 5,  
consisting of 8 pages.

### Task Order

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 4, 2014 ("Agreement"), Owner and Engineer agree as follows:

#### Background Data

- A. Effective Date of Task Order: June 5, 2018
- B. Owner: City of Franklin
- C. Engineer: Ruckert & Mielke, Inc.
- D. Specific Project: Franklin Corporate Park
- E. Specific Project: Phase I Improvements

#### Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

##### Project Management

Project Scoping and Preliminary Tasks  
Prepare Overall Project Schedule  
Internal Project Meetings  
Meetings with Client Staff  
Attend Up to 2 Common Council Meetings  
Coordination and Management of Subconsultants  
Coordination Meetings with Town of Raymond  
Project Coordination with MMSD PM & Staff  
Quality Control

##### Preliminary Design Services and Study Report

Prepare Existing Mapping of Project Corridor for Preliminary Design Exhibits  
Develop Conceptual Street Layout and Typical Cross Section  
Prepare Conceptual Grading Plan, Develop Storm Water Runoff Model for Preliminary Storm Water Management Facility  
Develop City of Franklin Water Distribution System Concepts  
Develop City of Franklin Storm Water Conveyance System  
Ultimate Sanitary Sewer Service Area Determination  
MMSD Design Requirements  
City of Franklin Design Requirements  
Route Town of Raymond Sewage Flows (Provided By Others) in Proposed Facilities

---

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.



Develop Sanitary Flow Coefficients per Development Type Within City of Franklin  
Develop Sanitary Sub-Basin Boundaries & Flow Routing Within City of Franklin  
Develop City of Franklin Service Area Local Sanitary Sewer Concepts  
Preliminary Pipe Sizing & Depth  
Proposed Pipeline Installation Methods  
Open Cut Section Design Parameters and Options  
    Typical Trench Sections  
    Bedding and Cover  
    Backfill  
    Restoration  
Connection to Existing MIS  
Bid Strategies  
Future Connections to Facilities  
    Future Utility Mains  
    Future Services  
Pipe Material Selection  
Natural Resource Impacts  
Request Jurisdictional Determination on Wetlands from US Army Corps of Engineers  
Restoration  
    Pavement Cross Sections  
    Unimproved areas  
    Wetlands and Waterways  
Future Maintenance Access  
Prepare Draft Design Report to MMSD  
Submit Draft Report for Initial Review  
Prepare Responses to Comments on Draft Report  
Prepare Final Report  
Submit Final Report for Review & Approval

**Utility Route Landowner Negotiations and Easement Acquisitions**

Informational Meetings with Property Owners  
Determine Property Easements and Acquisitions Required (13 Total Assumed)  
Prepare Cadastral Map of Necessary Easements and Acquisitions  
Obtain Title Report Documents  
Prepare Legal Descriptions and Exhibits of Easements and Acquisitions  
Create Coordinate Data for Easements and Acquisitions and Stake Boundaries in the Field  
Assist City Attorney with Relocation Order  
Conduct Sales Study  
Prepare Appraisals  
Assist with Acquisitions  
Project Management  
Negotiate with Property Owners  
Assist City Attorney with Jurisdictional Offer to Purchase  
Assist City Attorney with Acquisition Agreements  
Map Final Acquisitions

### **Final Design Phase Engineering Services**

#### **Review MMSD Records of Existing Facilities**

##### **Field Survey**

- Determine Appropriate Horizontal Coordinate System and Vertical Datum
- Create Ground Control System for GPS & Survey Control
- Create Coordinate Data for Property Monument Location
- Land Records Research
- Contact Diggers' Hotline
- Review Existing Utility Mapping Provided by Others
- Provide Survey Control
- Perform Topographic Survey of Project Corridor
- Process Survey Downloads and Analyze Data
- Perform Adjustments of Survey Data
- Prepare Base Drawing of Collected Survey Data
- As-built Existing MIS Connection Manhole
- Obtain Private Well Locations and Records within 400 feet of Proposed Pipeline
- Survey Well Locations
- Stake Soil Borings for Driller
- Obtain Soil Boring Locations after Drilling
- Survey Wetland Delineations by Others

##### **Archeological / Cultural Site Investigation**

- Coordination Meeting
- Consultation with Department of Natural Resources & Wisconsin Historical Society
- Literature & Archival Research
- Field Archaeological Survey
- Report Preparation
- Submittal to Department of Natural Resources & Wisconsin Historical Society

##### **Phase I Environmental Assessment**

##### **Wetland Investigations and Delineation (by Others)**

- Coordinate with SEWRPC
- Review Field Survey Data Points
- Create Wetland Survey Exhibit for SEWRPC Report

##### **Endangered Resources Review**

- Prepare DNR Endangered Resources Review Request
- Follow Up to DNR Response

##### **Geotechnical Data Report**

- Research Previous Geotechnical Work in Area
- Prepare Drilling Program
- Obtain Utility Locates
- Conduct Borings
- Perform Soils Tests
- Perform Laboratory Analysis
- Prepare Boring Logs
- Install Monitoring Wells

- Research Regional Geology
- Review Phase 1 Environmental Assessment Findings
- Develop Recommendations
- Design and Construction Installation Method Considerations
- Prepare Report
- Public Involvement
  - Attend 1 Neighborhood Meeting Arranged by City
- Utility Coordination
  - Meetings with Utilities
  - Prepare Preliminary Progress and Final Design Submittals
- Grading Plan Bid Package
  - Prepare Mass Grading Plan
  - Storm Water Management
  - Temporary Sediment Basins
  - Swales and Berms
  - Stockpiles
  - Erosion Control Plan
- Street Design Bid Package
  - Typical Cross Section(s)
  - Profile Grades
  - Cross Sections
  - Intersection Details
  - Pavement Marking Plan
  - Street Lighting
  - Signing Plan
  - Traffic Control Plan
  - Coordinate with WisDOT on Elm Road and 27<sup>th</sup> Street Intersection Improvements
- Sewage Pump Station Bid Package
  - Establish Basis for Design with City Staff and MMSD
  - Finalize Design Flows and Tributary Area
  - Coordinate Geotechnical Investigation and Report
  - Survey Site
  - Prepare Historical and Archeological WDNR Forms
  - Design Site Plan with Erosion Control, Dewatering, and Sequence
  - Draft Site Plan Drawings
  - Coordinate Structural Design
  - Structural Design
  - Draft Structural Drawings
  - Design Building and Architecture
  - Draft Building Drawings
  - Perform Hydraulic Calculations
  - Conduct Mechanical Design
  - Draft Mechanical Drawings
  - Coordinate Plumbing and HVAC Design
  - Design Plumbing and HVAC

- Prepare Plumbing and HVAC Drawings
- Conduct Electrical Design Including Standby Generator
- Draft Electrical Drawings Including Generator
- 60% Completion Progress Meeting with Staff and MMSD
- 90% Completion Progress Meeting with Staff and MMSD
- Write Technical Specifications
- Prepare Planning Commission Submittal for Building
- Prepare for and Attend Planning Commission
- Prepare and Submit Environmental Permits (e.g. Storm Water NOI)
- Submit Building Components to State
- Submit Plumbing Plan to State
- Submit to MMSD and WDNR For Approval.
- Prepare Project Manual and Construction Sequence
- Assemble Project Manual and Drawings for Bidding
- Conduct QA/QC Check, Make Corrections
- Underground Utilities Bid Package
  - Determine Final Utility Routes
  - Verify Pipe Sizing and Hydraulics
  - Determine Location of Connecting Utilities
  - Design Open Cut Typical Trench Sections for Each Type of Pipe
  - Design Jacking or Casing Pipe (if required)
  - Design of Shaft(s) for Trenchless Installations
  - Prepare Gravity Sanitary Sewer Plan and Profile Drawings
  - Prepare Sewage Force Main Plan and Profile Drawings
  - Prepare Water Main Plan and Profile Drawings
- Design Construction Details
- Design Typical Surface Restoration Details
- Prepare Base Drawings for Design
- Prepare Cover and Index Sheets
- Prepare General Notes and Construction Sequence Drawing
- Prepare Surface Restoration Drawings
- Prepare Construction Detail Sheets
- Drafting Quality Control
- Prepare Preliminary Bidding Documents
- Prepare Preliminary Technical Specifications
- 30% Level Complete Design Submittal to City of Franklin
- Respond to Review Comments
- 60% Level Complete Design Submittal to City of Franklin
- Respond to Review Comments
- 90% Level Complete Design Submittal to City of Franklin
- Respond to Review Comments
- 100% Level Complete Internal Design Review
- Prepare MMSD Approval Submittal
- Prepare Wisconsin Department of Transportation Permit Submittal
- Prepare Request for SEWRPC 208 Review
- Prepare Alternatives Analysis

Prepare DNR Water Quality Certification Application  
Prepare U.S. Army Corps of Engineers Permit Application  
Prepare DNR Construction Storm Water Discharge Permit Application  
Prepare DNR Sanitary Sewer Extension Approval Application  
Prepare DNR Sanitary Force Main Extension Application  
Prepare DNR Water Main Extension Application  
Prepare Wisconsin State Historical Society Approval Application  
Prepare Natural Resource Protection Plan

#### **Cost Estimates**

30% Design Milestone  
60% Design Milestone  
90% Design Milestone  
100% Design Milestone

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

#### **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

Provide Project Manager to Coordinate City Activities  
Obtain Right of Entry Permission from Property Owners for Field Work and Design Efforts  
Provide Legal Services as Required for Project  
Provide Insurance Counseling for Project Specifications as Required for Project  
Provide Initial and Ultimate Condition Sewage Flows from Town of Raymond  
Provide Review Comments as Requested  
Attend Meetings with Regulatory Agencies  
Attend Meetings with Utilities, And Other Stakeholders  
Pay All Required Permit and Approval Application Fees and Licenses  
Arrange for Schedule and Attend Meetings with Impacted Property Owners as Required  
Arrange for SEWRPC to Identify Wetlands in Project Area  
Provide Names, Addresses and Tax Key Numbers of Impacted Property Owners  
Arrange for meetings with Owner's Financial Advisors  
Prepare and Send Letters of Introduction to Affected Property Owners

#### **Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

The above Basic Services will be completed by January 30, 2019 in time to publicly bid the project shortly thereafter assuming the City is able to provide all necessary permits and approvals

## Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Basic Services (Part 1 of Exhibit A)	\$1,201,850	Hourly Not to Exceed
<b>TOTAL COMPENSATION</b>		<b>\$1,201,850</b>
Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

## Consultants retained as of the Effective Date of the Task Order:

Terracon Consultants, Inc.  
Single Source  
UWM-Cultural Resource Management  
TRC Environmental Corporation  
Computerized Structural Design  
IBC Engineering Services, Inc.

## Other Modifications to Agreement and Exhibits:

Part 2 of Exhibit A – Additional Services  
Meetings and Negotiations with Town of Raymond and others.  
Meetings with City's Financial Advisors.

Exhibit B - 2018 Hourly Rates Schedule

## Attachments:

Exhibit A - Proposed Conceptual Sanitary Sewer Water Main and Street Layout

## Other Documents Incorporated by Reference:

None

## Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is June 5, 2018.

OWNER:

City of Franklin

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

Name: Steve Olson

Title: Mayor

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

ENGINEER:

Ruekert & Mielke, Inc.

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

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: Nick Fuchs

Title: Principal Planner

Address: 9229 W. Loomis Road  
Franklin, WI 53132

Email: nfuchs@franklinwi.gov

Phone: 414-425-4024

Name: Anthony D. Petersen, P.E.

Title: Senior Project Manager

Address: W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020

Email: apetersen@ruekert-mielke.com

Phone: 262-542-5733

CITY OF FRANKLIN

ATTEST:

BY \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

Dated: \_\_\_\_\_

BY \_\_\_\_\_  
Paul Rotzenberg, Director of Finance and Treasurer

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

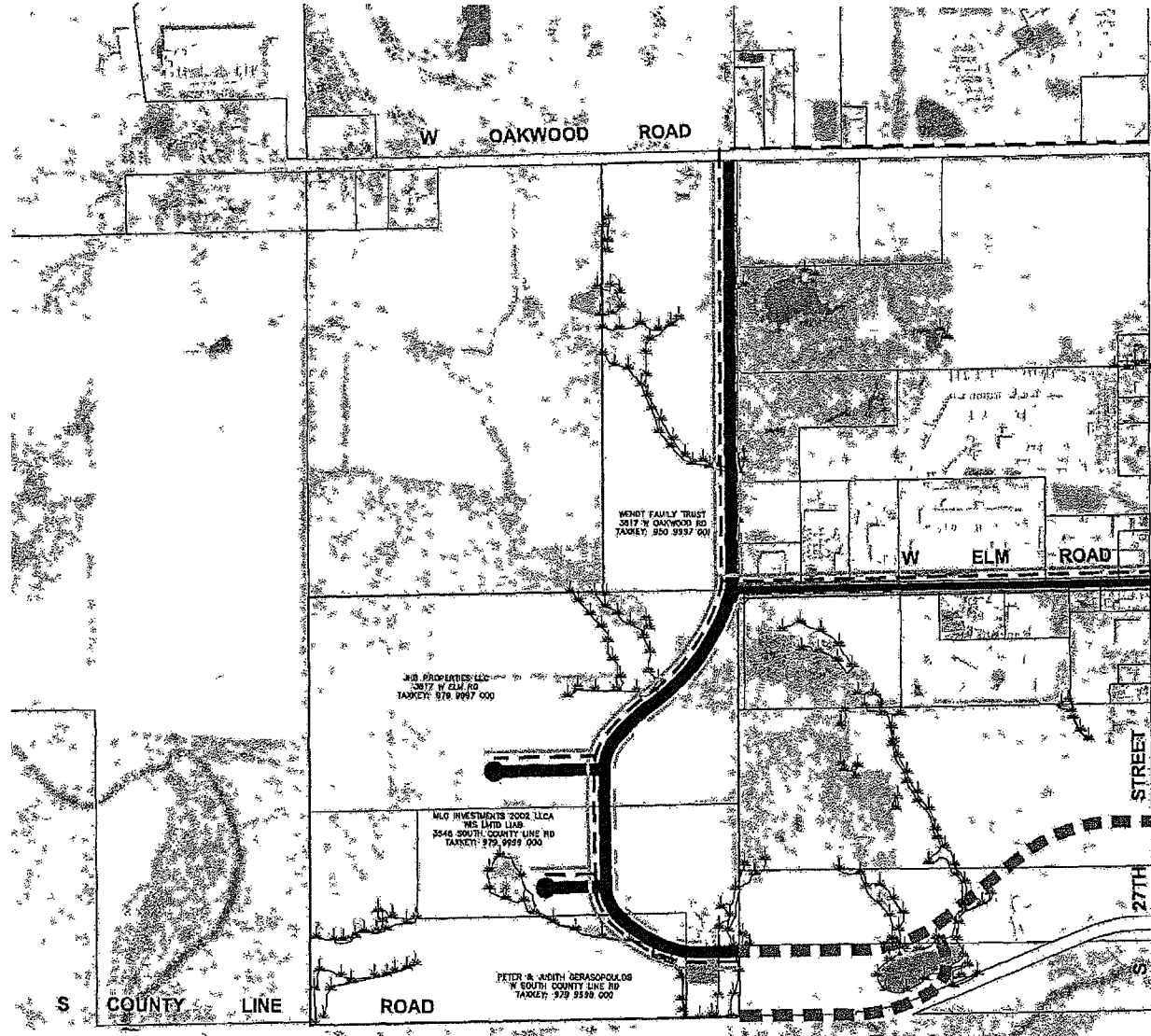
BY \_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

Dated: \_\_\_\_\_

# EXHIBIT A

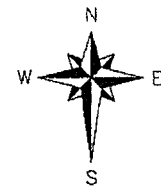
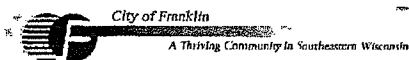
## PROPOSED CONCEPTUAL SANITARY SEWER, WATER MAIN AND STREET LAYOUT

CITY OF FRANKLIN  
MILWAUKEE COUNTY, WISCONSIN



### LEGEND

- PHASE I PROJECT LIMITS
- PHASE I WATER MAINS
- PHASE I SANITARY SEWERS
- PHASE I SANITARY FORCE MAINS
- SEWAGE PUMP STATION (IN PHASE I)
- PHASE I STREETS
- PHASE II STREETS (CONCEPTUAL)
- DELINEATED WETLANDS (NOT COMPLETE)



0 500 1000 2000

SCALE IN FEET

0 1/8 1/4 1/2

SCALE IN MILES

DATE: MAY 23, 2018

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SOURCE:

BASEMAP SOURCE:



## Exhibit B – Standard Hourly Rates - 2018

### **STANDARD HOURLY RATES**

#### **ENGINEERING SERVICES**

Engineer 1	\$ 98.00
Engineer 2	114.00
Engineer 3	120.00
Engineer 4	142.00
Engineer 5	150.00
Engineer 6	165.00
Engineer 7	182.00
Engineer 8	185.00
Engineer Technician 1	92.00
Engineer Technician 2	102.00
Engineer Technician 3	113.00
Senior Engineer Technician	135.00

#### **PROFESSIONAL CONSULTING SERVICES**

Hydraulic Modeler	125.00
Senior Hydraulic Modeler	165.00
Environmental Coordinator	141.00
IT/GIS Analyst 1	114.00
IT/GIS Analyst 2	129.00

#### **SURVEYING SERVICES**

Surveying Technician	85.00
Crew Chief/Surveyor	117.00
Professional Surveyor	128.00

#### **ADMINISTRATIVE SERVICES**

Project Assistant	72.00
Administrative Assistant	72.00

#### **MISCELLANEOUS**

##### **Mileage**

For Engineers and Technicians	.55/mile
For Survey Crews	.76/mile

Print Productions	.30/sq. foot
Color copies	.30/page
B&W copies	.10/page
Color plots	2.50/sq. foot
Scanning	.30/scan
GPS equipment	125.00/day
ATV fee	125.00/day
Robotics equipment	125.00/day

**Amendment 10 To Task Order No. 5 - consisting of 7 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.**

---

**1. Background Data:**

- a. Effective Date of Task Order 5: June 5, 2018
- b. Owner: City of Franklin
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project: Franklin Corporate Park - Phase I Improvements

**2. Description of Modifications**

- a. Engineer shall perform Additional Services as directed by City staff:

TID 8 Assistance

Provide professional services to the City of Franklin for the development of TID 8 when requested by City staff that may include, but is not limited to:

- Coordination and consultations with City staff
  - Coordination with property owners and representatives of developers.
  - Coordination with utilities and regulatory agencies.
  - Review proposed development plans.
  - Develop conceptual utility and roadway layouts.
  - Develop preliminary construction cost estimates and schedules.
  - Conduct site investigations.
  - Coordinate site investigations by others.
  - Attend meetings.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
    - No modifications.
  - c. Services specifically excluded from this amendment because they are already completed or determined to be unnecessary for the scope of this amendment are as follows:
    - Long-term services that would otherwise warrant a separate task order amendment as determined by City staff.
  - d. The responsibilities of Owner with respect to the Task Order are modified as follows:
    - Provide Project Manager to coordinate Owner's activities.
    - Provide legal services as required for Project.
    - Attend Project meetings.
    - Coordinate with Owner's Financial Advisors.

- e. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
  - Ruekert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
  - Basic Services: \$20,000.00
  - The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.
- f. The schedule for rendering services under this Task Order is modified as follows:
  - Schedules for completion of assigned tasks will be determined on a case-by-case basis as approved by City staff.

**3. Other Modifications to Agreement and Exhibits:**

- Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
  - Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2025.
  - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2025.
- Replace Exhibit G in Agreement with the attached, which is effective for services provided under Amendments 7, 8, 9 and 10 to Task Order No. 5 only:
  - Exhibit G (Revised) – Insurance

**4. Attachments:**

- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2025.
- Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2025.
- Exhibit G (Revised) – Insurance

**5. Consultants retained as of the Effective Date of the Task Order:**

- None.

**6. Task Order 5 Summary (Reference Only)**

a.	Original Task Order amount:	\$ 1,201,850.00
b.	Net change for prior amendments:	\$ 887,819.00
c.	This amendment amount:	\$ 20,000.00
d.	Adjusted Task Order amount:	\$ 2,109,669.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this amendment or previous Amendments remain in effect. The Effective Date of this Amendment is June 12, 2025.

OWNER:

By: \_\_\_\_\_  
Name: John R. Nelson  
Title: Mayor  
Date  
Signed: \_\_\_\_\_


By: \_\_\_\_\_  
Name: Shirley J. Roberts  
Title: City Clerk  
Date  
Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Danielle L. Brown  
Title: Director of Finance and Treasurer  
Date  
Signed: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Jesse A. Wesolowski  
Title: City Attorney  
Date  
Signed: \_\_\_\_\_

ENGINEER:

By:  Digitally signed by Steven C Wurster  
Date 2025.06.19 11:35:01-05'00'  
Name: Steven C. Wurster, P.E. (WI, IL, MI, OH)  
Title: President/COO  
Date  
Signed: June 19, 2025

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Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

Page 3

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## Appendix 1 to Exhibit C – Reimbursable Expenses Schedule – 2025

### MISCELLANEOUS

#### Mileage

For Engineers and Technicians	655/mile
For Construction Review Technicians	.695/mile
For Survey Crews	.865/mile

Print Productions	.50/sq. foot
Color copies	.40/page
B&W copies	15/page
Color plots	2.50/sq. foot
Scanning	.50/scan
GPS equipment	140.00/day
ATV fee	135.00/day
Robotics equipment	140.00/day
Drone (Marketing)	100.00/day
Drone (Survey)	500.00/day

## Appendix 2 to Exhibit C – Standard Hourly Rates Schedule – 2025

### STANDARD HOURLY RATES

#### ENGINEERING SERVICES

Engineer 1	\$ 130.00
Engineer 2	150.00
Engineer 3	160.00
Engineer 4 (Project Engineer)	184.00
Engineer 5 (PM)	194.00
Engineer 6 (Senior PM)	206.00
Engineer 7 (Team Leader)	227.00
Engineer 8 (President/VP's)	240.00
Engineer Technician 1	122.00
Engineer Technician 2	134.00
Engineer Technician 3	149.00
Senior Engineer Technician	176.00

#### PROFESSIONAL CONSULTING SERVICES

Environmental Scientist 3	150.00
Environmental Scientist 4	159.00
Environmental Scientist 5	171.00
Economic Consultant 2	171.00
IT/GIS Analyst 1	150.00
Senior SCADA Analyst 1	170.00
Senior SCADA Analyst 2	220.00

#### SURVEYING SERVICES

Surveying Technician	\$ 112.00
Crew Chief/Surveyor	155.00
Professional Surveyor	171.00

### STANDARD HOURLY RATES

#### CONSTRUCTION REVIEW SERVICES

Construction Review Technician 1	\$ 94.00
Construction Review Technician 2	112.00
Senior Construction Review Technician	128.00
Erosion Control Specialist	128.00
Construction Review Manager	162.00

*Note: Overtime rates will be 120% of standard rate for construction review services*

#### ADMINISTRATIVE SERVICES

Administrative Assistant	95.00
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This is **EXHIBIT G (REVISED)**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 4, 2014.

## Insurance

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Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
    - a. Workers' Compensation: Statutory
    - b. Employer's Liability –
      - 1) Bodily injury, each accident: \$1,000,000
      - 2) Bodily injury by disease, each employee: \$1,000,000
      - 3) Bodily injury/disease, aggregate: \$1,000,000
    - c. General Liability –
      - 1) Each Occurrence  
(Bodily Injury and Property Damage): \$2,000,000
      - 2) General Aggregate: \$4,000,000
    - d. Excess or Umbrella Liability –
      - 1) Each Occurrence: \$10,000,000
      - 2) General Aggregate: \$10,000,000
    - e. Automobile Liability – Combined Single Limit  
(Bodily Injury and Property Damage): \$1,000,000
    - f. Professional Liability –
      - 1) Each Claim Made: \$5,000,000
      - 2) Annual Aggregate: \$5,000,000

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2025

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

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

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<b>CONTACT NAME:</b> Audrey McNeill <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> amcneill@holmesmurphy.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Ruekert & Mielke, Inc W233 N2080 Ridgeview Parkway Waukesha, WI 53188 RUEMIEPC	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> XL Specialty Insurance	37885
	<b>INSURER B :</b> Hartford Insurance Group	17534
	<b>INSURER C :</b> NUTMEG INS CO	39608
	<b>INSURER D :</b> At Bay Specialty Insurance Company	19607
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:** 90809238**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			84SBWBP1H6E	2/27/2025	2/27/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84UEGAH4885	2/27/2025	2/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBWBP1H6E	2/27/2025	2/27/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	84WBGBP1GUB	2/27/2025	2/27/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A D	Professional Liability Cyber			DPR5040540 AB663120501	2/27/2025 2/27/2025	2/27/2026 2/27/2026	Each Claim / Agg \$ 5,000,000 Each Claim / Agg \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Franklin City Engineer/Director of Public Works 9229 West Loomis Road Franklin WI 53132 USA	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 <i>Kari Coolidge</i>
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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE July 1, 2025
Reports & Recommendations	<b>A Resolution Authorizing the Installation of a Fence Within the west 20-foot Storm Sewer Easement Upon Lot 45 in Pleasant View Reserve, being a subdivision of parts of the NE 1/4 of the SE 1/4 of Section 11, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin</b> <b>(7548 S. 50th Ct.) (TKN 759 9045 000)</b> <b>(Atif Ahmed, Applicant)</b>	<b>ITEM NO.</b> Ald. Dist. 3  J. 4.

### **BACKGROUND**

Staff received a request to install a 4-foot white vinyl fence within the 20-foot Storm Sewer easement at 7548 S 50<sup>th</sup> Ct. The fence will be installed 8 feet west from the east property line.

The proposed fence will be encroaching the said drainage easement on 7548 S 50<sup>th</sup> Ct. See Exhibit C.

### **ANALYSIS**

Staff is agreeable to allow the fence to be installed within the easement if the property owner is fully responsible for repair and/or replacement if the said drainage easement should need to be accessed for improvement or maintenance purposes.

The resolution provides that:

1. The subject fence shall not impede the stormwater drainage way.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B forthcoming, respectively.

### **OPTIONS**

Approve or Deny

### **FISCAL NOTE**

None

### **RECOMMENDATION**

Resolution 2025-\_\_\_\_\_ a resolution to authorize the installation of a fence within the 20-foot Storm Sewer easement, upon Lot 45, in the Pleasant View Reserve Subdivision (7548 S. 50th Ct.) (Tax Key No. 759 9045 000) (Atif Ahmed, applicant).

Engineering: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE  
SOUTH 20-FOOT STORM SEWER EASEMENT UPON LOT 45 IN PLEASANT VIEW  
RESERVE.

(7548 S 50<sup>TH</sup> CT) (TKN: 759 9045 000) (ATIF AHMED, APPLICANT)

-----

WHEREAS, the Pleasant View Reserve Subdivision Plat prohibits the building of structures within public storm sewer easement, described thereon; and

WHEREAS, Atif Ahmed, property owner, having applied for an installation of a 4-foot white vinyl fence, located at 7548 50<sup>th</sup> Ct, zoned R-6 Residential, bearing Tax Key No. 759 9045 000, more particularly described as follows:

LOT 45 IN PLEASANT VIEW RESERVE, BEING A SUBDIVISION OF PARTS OF THE NE 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN;

and

WHEREAS, the fence would encroach on the "Storm Sewer Easement" (Exhibit C) located on the north of the property; and

WHEREAS, the "Storm Sewer Easement" restrictions upon the Final Plat of Pleasant View Reserve Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the owner's request, for the encroachment at the storm sewer easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property and potential interference with the stormwater runoff.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Atif Ahmed, on July \_\_\_, 2025 be and the same is hereby authorized and approved and that the "Storm Sewer Easement" restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto, respectively.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject fence and that the subject fence shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

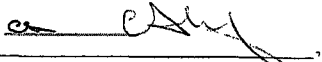
\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

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

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

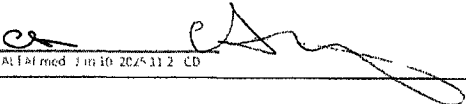
Exhibit A  
Acceptance

The undersigned, , applicants of the property located at 7548 S. 50 th CT, Franklin, Wisconsin 53132, Tax Key No 7599045000, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No 2024-\_\_\_\_, *and that in consideration of the making of such grant to allow the installation of **FENCE** within the utility easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No 2024-\_\_\_\_, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future*

In witness whereof, the undersigned has executed and delivered this acceptance on the 10 day of June, ~~2024~~ 2025

Property owner

By   
Attest: June 10 2025 1:25 PM CDT

By   
Attest: June 10 2025 11:2 AM CDT

## MORTGAGE HOLDER CONSENT

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

STATE OF WISCONSIN )  
S.S.  
COUNTY OF MILWAUKEE)

On this, the 10 day of October, 2018, before me, the undersigned, personally appeared James M. Smith, the President of First Wisconsin Bank, N.A., a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

X

Name. \_\_\_\_\_

Notary Public

State of \_\_\_\_\_

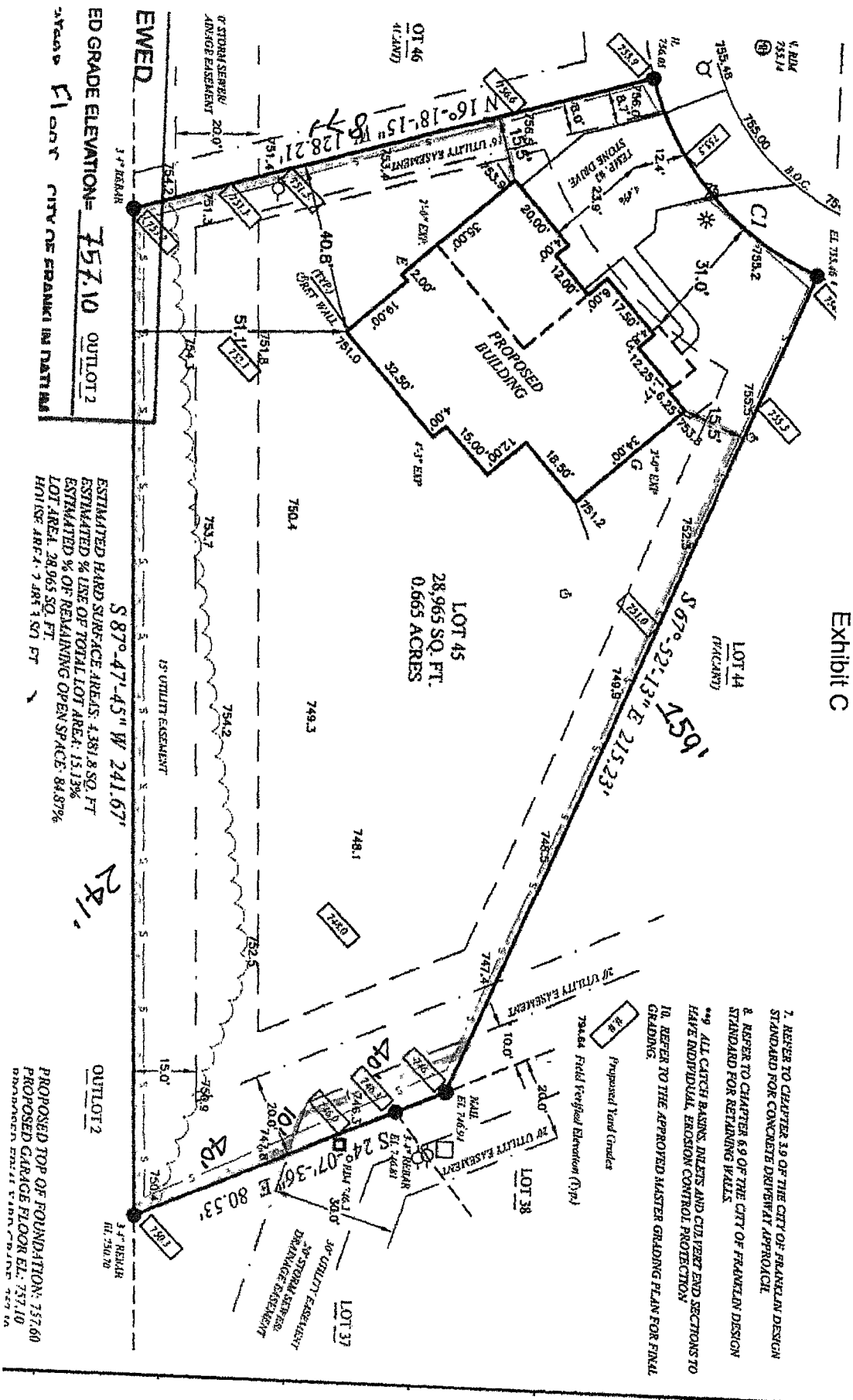
County of \_\_\_\_\_

My commission expires on \_\_\_\_\_

## No mortgage

6/19/25

# Exhibit C



7. REFER TO CHAPTER 19 OF THE CITY OF FRANKLIN DESIGN STANDARD FOR CONCRETE DETAIL AT APPROACH
8. REFER TO CHAPTER 69 OF THE CITY OF FRANKLIN DESIGN STANDARD FOR RETAINING WALLS
9. ALL CATCH BASINS, INLETS AND CURB END SECTIONS TO HAVE INDIVIDUAL EROSION CONTROL PROTECTION
10. REFER TO THE APPROVED MASTER GRADING PLAN FOR FINAL GRADING.

Fence to be installed  
2' east from the west  
easement line and 8'  
west from the storm water  
pipe as highlighted in  
blue showing fence location.



March 17, 2025

Leading Edge Fences LLC  
On behalf of Atif Ahmed  
Property: 7548 S. 50<sup>th</sup> Court  
Franklin, WI 53132

To: Michael Paulos, City Engineer

Re: Request to install a fence within  
Storm sewer drainage easement

To Whom It May Concern:

The homeowner, Atif Ahmed, of this lot, 7548 S. 50<sup>th</sup> Court, Franklin, WI 53132, is requesting to maximize his property, and extend a 4' vinyl fence and encroach into the storm sewer drainage easement.

We have confirmed the 8' minimum required clearance from the existing storm water pipe (shown in yellow on the attached site plan). The fence will encroach by 2' east of the west easement line as shown in red on the attached site plan. The green line represents the property line. The red line represents the fence.

We understand the fence should not cause any drainage nuisance to the adjoining properties or impede the storm water runoff.

The homeowner will submit the required Exhibits to you as requested.

Please let us know if you have any other questions or require further information.

Sincerely,

Megan Parnell  
Leading Edge Fences  
On behalf of Atif Ahmed

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE July 1, 2025
Reports & Recommendations	<b>A Resolution Authorizing the Installation of a Fence Within the East 30-foot Water and Sanitary Easement Upon Lot 3, Block 4 in Root River Heights, being a subdivision of parts of the NW 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin</b> <b>(7985 S. 57th St.) (TKN 806 0037 000)</b> <b>(John Danoski, Applicant)</b>	<b>ITEM NO.</b> Ald. Dist. 5  <i>5.5.</i>

### **BACKGROUND**

Staff received a request to replace a section of a 5-foot cedar fence within the 30-foot Water and Sanitary Sewer easement at 7985 S 57<sup>th</sup> St. The fence will be replaced in an area outside the easement, however the existing fence will maintain its location 10' into the easement.

The proposed fence will be encroaching the said easement on 7985 S 57<sup>th</sup> St. See Exhibit C.

### **ANALYSIS**

Staff is agreeable to allow the fence to be installed within the easement if the property owner is fully responsible for repair and/or replacement if the said drainage easement should need to be accessed for improvement or maintenance purposes.

The resolution provides that:

1. The subject fence shall not impede the stormwater drainage way.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B forthcoming, respectively.

### **OPTIONS**

Approve or Deny

### **FISCAL NOTE**

None

### **RECOMMENDATION**

Resolution 2025-\_\_\_\_\_ a resolution to authorize the installation of a fence within the 30-foot Water and Sanitary Sewer easement, upon Lot 3, Block 4 in the Root River Heights Subdivision (7985 S. 57th St.) (Tax Key No. 806 0037 000) (John Danoski, applicant).

Engineering: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE EAST  
30-FOOT WATER AND SANITARY SEWER EASEMENT UPON LOT 3, BLOCK 4 IN  
ROOT RIVER HEIGHTS.  
(7985 S. 57<sup>TH</sup> ST) (TKN 806-0037-000) (JOHN DANOSKI, APPLICANT)

-----

WHEREAS, the Root River Heights Subdivision Plat prohibits the building of structures within public water and sanitary sewer easement, described thereon; and

WHEREAS, John Danoski, property owner, having applied for a replacement of a 5-foot cedar fence, located at 7985 S. 57<sup>th</sup> St, zoned R-SR Suburban Residence, bearing TKN 806-0037-000, more particularly described as follows:

LOT 3 IN ROOT RIVER HEIGHTS, BEING A SUBDIVISION OF PARTS OF  
THE NW 1/4 OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN  
THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN;

WHEREAS, the fence would encroach on the "Water and Sanitary Sewer Easement" (Exhibit C) located on the west of the property; and

WHEREAS, the "Water and Sanitary Sewer Easement" restrictions upon the Final Plat of Root River Heights Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the owner's request, for the encroachment at the water and sanitary sewer easement restriction only so as to allow for the subject fence replacement; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be replaced upon the subject property and potential interference with the public easement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the replacement of the fence of the type and specifications as

described and only upon the location as set forth within the plans accompanying the application of John Danoski, on July \_\_, 2025 be and the same is hereby authorized and approved and that the "Water and Sanitary Sewer Easement" restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto, respectively.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the replacement of the subject fence and that the subject fence shall be replaced pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

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

ATTEST:

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

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

Exhibit A  
Acceptance

The undersigned, \_\_\_\_\_, applicants of the property located at  
\_ 7985 S 57th St \_\_\_\_\_, Franklin, Wisconsin 53132, Tax Key No. \_ 806 0037 000 \_\_\_\_\_, does hereby  
agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2025-  
\_\_\_\_\_, and that in consideration of the making of such grant to allow the installation of  
FENCE within the public water and sanitary easement by the City of Franklin, the undersigned  
agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and  
assigns and that the terms and provisions of the City of Franklin Resolution No. 2025-\_\_\_\_\_, shall run with  
the land, subject to any amendments thereto and/or any other actions thereto approved by the Common  
Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of  
\_\_\_\_\_, 2025.

Property owner

By:



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

My commission expires on: \_\_\_\_\_

Exhibit C

**APPROVED**

**156.4 ALLWOOD DR.**

FINISHED GRADE ELEVATION = **157.1**

FRONT GARAGE DOOR

AT HOUSE CORNERS CITY OF FRANKLIN DATUM

CITY ENGINEER

PER

DATE

*[Signature]* 5/23/74

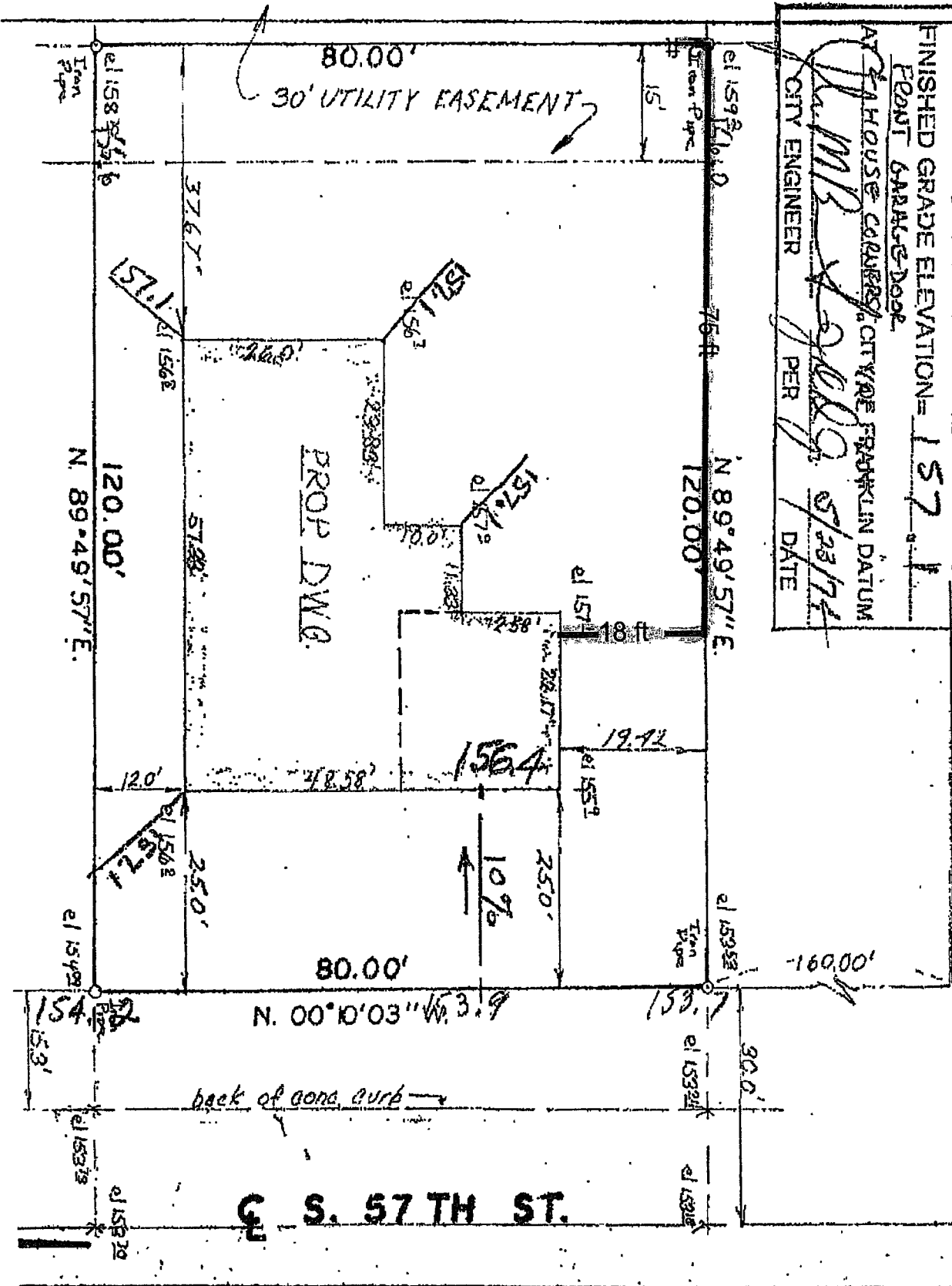
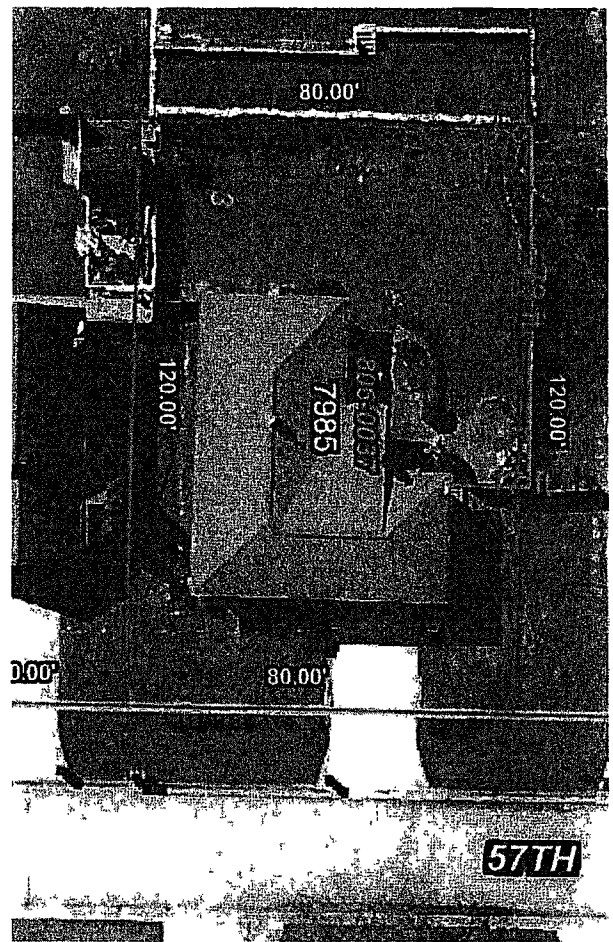




Exhibit C (con't)



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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  07/01/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A Resolution Authorizing Certain Officials to Accept a Revised Conservation Easement for and as Part of the 2018 Review and Approval of a Special Use for the Demolition of the Existing Halquist Stone Office/Showroom and Construction of an Approximately 4,207 Square Foot Replacement Office/Showroom and to Allow Changes to the Outdoor Landscaping Showroom and Off-Street Parking Upon Property Located at 2875 WEST RYAN ROAD (HALQUIST STONE COMPANY, INC., APPLICANT)</b>	<b>ITEM NUMBER</b>  D. 6.  Ald. Dist. 4
<p>This conservation easement was previously accepted by Common Council on November 13, 2018, (RES 2018-7438) but not recorded.</p> <p>Due to the presence of legal nonconforming structures within natural resource protection areas, staff presents this revised easement with language to allow the structures to continue. The property would be required to come into compliance with natural resource protection standards if the site is redesigned or redeveloped.</p> <p>City Development staff recommends approval of the proposed easement, subject to technical corrections by the City Attorney and Engineering Department.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to approve Resolution No. 2025-_____, a resolution authorizing Certain Officials to Accept a Revised Conservation Easement for and as Part of the 2018 Review and Approval of a Special Use for the Demolition of the Existing Halquist Stone Office/Showroom and Construction of an Approximately 4,207 Square Foot Replacement Office/Showroom and to Allow Changes to the Outdoor Landscaping Showroom and Off-Street Parking Upon Property Located at 2875 WEST RYAN ROAD (HALQUIST STONE COMPANY, INC., APPLICANT)</p>		

Department of City Development: MX

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*DRAFT 06-10-2025*

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO  
ACCEPT A REVISED CONSERVATION EASEMENT FOR AND AS PART  
OF THE 2018 REVIEW AND APPROVAL OF SPECIAL USE FOR DEMOLITION OF  
THE EXISTING HALQUIST STONE OFFICE/SHOWROOM AND CONSTRUCTION OF  
AN APPROXIMATELY 4,207 SQUARE FOOT REPLACEMENT OFFICE/SHOWROOM  
AND TO ALLOW CHANGES TO THE OUTDOOR LANDSCAPING SHOWROOM AND  
OFF-STREET PARKING UPON PROPERTY LOCATED AT 2875 WEST RYAN ROAD  
(HALQUIST STONE COMPANY, INC., APPLICANT)

---

WHEREAS, the Plan Commission having approved a Special Use application of Halquist Stone Company, Inc., on July 19, 2018, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the floodplain, mature woodlands, shore buffer, wetlands, wetland buffers, and wetland setbacks on the site; and

WHEREAS, §15-7.0103Q. and §15-7.0702Q. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Special Use review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Planned Development District Amendment; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

WHEREAS, the revised easement provides for existing nonconforming structures depicted related to the Halquist Stone Special Use for landscaping material storage may continue within the easement area subject to the standards of the 2024 City of Franklin Floodplain Ordinance Part 6, or until such time as the Special Use approval is amended or discontinued.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Halquist Stone Company, Inc., in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS  
TO ACCEPT A REVISED CONSERVATION EASEMENT  
HALQUIST STONE COMPANY, INC.  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 2

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 \_\_\_\_\_

## CONSERVATION EASEMENT

Halquist Stone Company, Inc.

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Halquist Stone Company, Inc., a Wisconsin Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

### WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, West ½ of the Northeast ¼ of Section 29, Township 5 North, Range 21 East, described as Lot 1 Certified Survey Map No 88003, described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, and refer to Natural Resource Investigation by NRPP Consultant Name, dated January 1, 2005, with all applicable revision dates (dated January 2, 2005), which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over, and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement; and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over, and across the protected property.

Grantee's rights hereunder shall consist solely of the following:

1. To view the protected property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;

2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;

Existing nonconforming structures depicted in Exhibit B, related to the Halquist Stone Special Use for landscaping material storage may continue within the easement area subject to the standards of the 2024 City of Franklin Floodplain Ordinance Part 6, or until such time as the Special Use approval is amended or discontinued.

3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this conservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the protected property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor:  
Halquist Stone Company, Inc.  
Attn: Wade Balson, CFO  
PO Box 308  
Sussex, WI 53089

To Grantee:  
City of Franklin  
Office of the City Clerk  
9229 W. Loomis Road  
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of \_\_\_\_\_, 2025.

Halquist Stone Company, Inc.

By: \_\_\_\_\_  
Thomas Halquist, Vice President

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF MILWAUKEE        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025 by Thomas Halquist, Vice President Halquist Stone Company, Inc.

To me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**Acceptance**

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_.

CITY OF FRANKLIN

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

By: \_\_\_\_\_  
Shirley Roberts, City Clerk

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF MILWAUKEE        )

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
Marion Ecks, Principal Planner  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only:

\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

\_\_\_\_\_  
Date



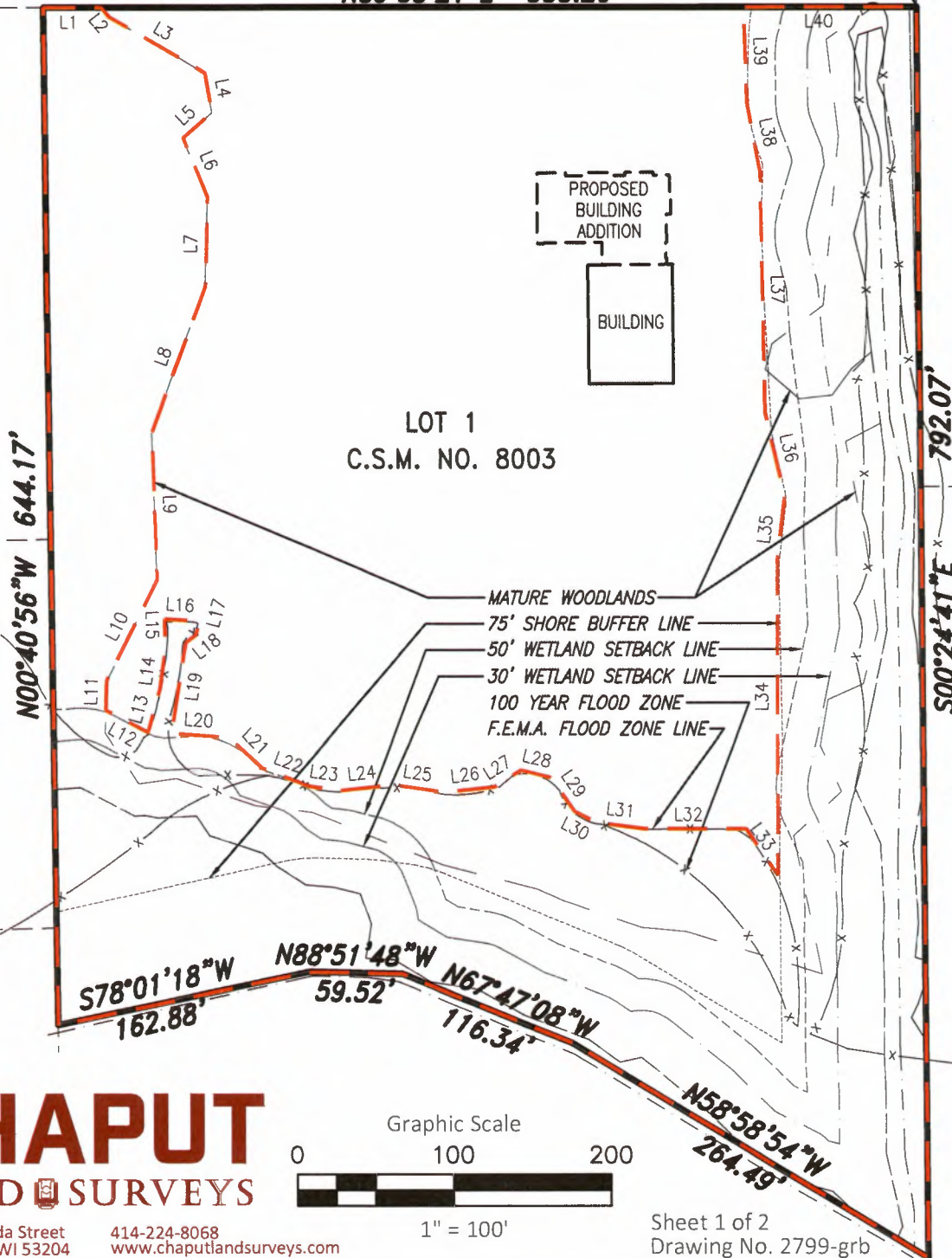
# EXHIBIT "A"

## SITE ADDRESS

2875 West Ryan Road, City of Franklin, Milwaukee County, Wisconsin.

— — — — — Indicates proposed Conservation Easement.

NORTH LINE OF THE NE 1/4, SEC. 25  
N88°28'30"E 2652.59'  
**WEST RYAN ROAD (S.T.H. "100")**  
N89°58'21"E 555.20'  
NE CORNER OF LOT 1  
C.S.M. NO. 8003  
(POINT OF BEGINNING)





# Exhibit B



- Notes**
1. Coordinate System: NAD 1983 StatePlane Wisconsin South 4003 Feet
  2. Data Sources Include: Stantec, WDNR, WisDOT, FEMA
  3. Orthophotography: 2015 NAIP

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

## Legend

- Approximate Project Location
- Streams
- 75ft Shore Buffer
- Shoreland Wetland
- 30ft Wetland Buffer
- 50ft Wetland Setback
- Mature Woodland
- Pond
- FEMA Floodplain/Floodway
- 100-year Flood Zone
- 100-year Floodway

Figure No.

**B**

Title

**Natural Resources Protection Plan**

Client/Project  
Halquist Stone  
Ryan Road Delineation

Project Location 193705595  
105N, R21E, S25, Prepared by sf on 2017-09-18  
C. of Franklin, Technical Review by JH on 2017-09-19  
Milwaukee Co., WI Independent Review by EP on 2017-09-27

0 75 150 Feet  
1:1,800 (at original document size of 8.5x11)



Page 1 of 1

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/1/2025
Reports and Recommendations	2025 Tobacco Compliance Results	ITEM NUMBER B.7.
<p><b>Background:</b> The Franklin Health Department (FHD) and Volition Franklin collaborate annually to conduct tobacco compliance checks in the City of Franklin under the Wisconsin Wins (WI WINS) program. This statewide, initiative aims to reduce youth access to tobacco products, while assisting retailers in avoiding fines. We are pleased to announce that, following the compliance checks conducted in June 2025, 100% of stores checked by FHD staff with support from the Franklin Police Department successfully refrained from selling tobacco products to minors.</p> <p><b>Analysis:</b> This achievement marks a significant milestone in the ongoing efforts to protect the youth of Franklin from the harmful effects of tobacco. The dedication of local retailers to adhere to regulations plays a crucial role in fostering a healthier community and setting a positive example for neighboring regions. The Franklin Health Department and Volition Franklin commend these businesses for their commitment to protecting local youth and look forward to continued success in future compliance checks.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>Motion to place document on file.</p>		

Health Department: MC





# FRANKLIN RETAILERS ARE STANDING UP FOR WISCONSIN YOUTH WHERE IT MATTERS MOST. BEHIND THE COUNTER.

Wisconsin's tobacco retailers play a large role in making sure both employees and customers follow the law. This year, **100% of Franklin stores followed the law** by Checking IDs and verifying a person's age when customers purchased tobacco products in their stores. This helps keep our Franklin youth in our community safe!

**Thank you, retailers—for not selling to underage youth.**



WITobaccoCheck.org



HEALTH  
DEPARTMENT



Sponsored by the Wisconsin Tobacco Prevention and Control Program, part of the Wisconsin Department of Health Services

**Congratulations to the Posters for Prevention Winners 2025!**







# 15 YEARS OF COMMUNITY PREVENTION

"An ounce of prevention is worth a pound of cure."

-Benjamin Franklin



**Volition Franklin** is a coalition of community partners, embedded within the Franklin Health Department, working to prevent youth substance misuse. Volition Franklin

**empowers youth to make healthy choices**, especially related to tobacco, alcohol, and other drugs. Through education campaigns to strengthen knowledge and skills, and by hosting community activities and events, Volition Franklin has become an integral **force for change** in the Franklin community and made **lasting impacts on the lives of youth**.

## SINCE VOLITION FRANKLIN BEGAN IN 2010...



**9.7%**

**Reduction in past 30 day past use of alcohol**



**14.6%**

**Increase in perception of parental disapproval**



**5.0%**

**Reduction in past 30 day binge drinking rates**



**15.2%**

**Reduction students having at least one drink in their life**

Franklin Public School District, High School  
Youth Risk Behavior Survey (YRBS) Data, 2013-2021

## Strategies for Community Change



### Providing Information

Educational presentations, workshops, seminars, service announcements, brochures, campaigns, meetings.



### Enhancing Skills

Workshops for community (trainings, evidence based prevention programs for youth, educational presentations, seminars, service announcements, brochures, campaigns, meetings).



### Changing Physical Design

Altering the physical structure of the community so that individuals are less likely to engage in substance use (parks, lighting, signage).



### Providing Support

Creating opportunity that reduce risk or enhance protection (providing alternative activities, youth clubs).



### Enhancing Access/Reducing Barriers

Improving community and service delivery processes to increase the ease, ability, and opportunity to utilize those services.



### Changing Consequences

Using incentives and disincentives to alter consequences of a specific behavior (increasing public recognition for deserved behavior, individual and business rewards, citations).



### Modifying/Changing policies

Working to create formal changes in written procedures, proclamations, rules or laws (public policy actions).

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> July 1, 2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE ADDITIONAL ADMINISTRATION APPROPRIATIONS TO SUPPORT THE BALLPARK COMMONS SOUND STUDY</b>	<b>ITEM NUMBER</b>  H. 8.

### **Background**

On May 6, 2025, the Common Council approved an independent sound monitoring and noise mitigation study to be performed by JPM Acoustics. JPM will conduct comprehensive sound measurements and compliance analyses at and around the Ballpark Commons development. The total of this contract is \$78,500.

### **Fiscal Note**

The City's Fund Balance Policy states that the ratio of year end Fund Balance to current year Expenditures shall target a range between 20-30%. Currently, our ratio is ~45%. Also, the policy states that Fund Balance will be used to support expenditures that are of a one-time nature and do not require repeated resources to maintain the expenditures. In this case, the City has corroborated that this is a one-time expense to support the approved sound study and will not be recurring.

The GL Numbers associated with this amendment are:

General Fund

01-0147-5299	Administration Sundry Contractors	Increase	\$78,500
--------------	-----------------------------------	----------	----------

### **COUNCIL ACTION REQUESTED**

Motion Adopting Ordinance No. 2025-\_\_\_\_\_, an Ordinance to amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budget for the General Fund to Provide Additional Administration Appropriates to Support the Ballpark Commons Sound Study.

### **Roll Call Vote Required**

Admin – KH / Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING  
THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE ADDITIONAL  
ADMINISTRATION APPROPRIATIONS TO SUPPORT THE BALLPARK COMMONS  
SOUND STUDY

-----

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the City of Franklin on November 19, 2024; and

WHEREAS, the contract supporting the Ballpark Commons sound study was approved at the May 6, 2025 Common Council meeting; and

WHEREAS, budget appropriations are needed to support the expenditures related to the sound study; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; and

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

Section 1 That the 2025 General Fund Budget be amended as follows:

General Fund – Fund 01

0147	Sundry Contractors	Increase	\$78,500
------	--------------------	----------	----------

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

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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<b>APPROVAL</b>	<b>REQUEST FOR FINANCE COMMITTEE ACTION</b>	<b>MEETING DATE June 24, 2025</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Resolution to Authorize a Financial Services Contract with Ehlers &amp; Associates to Conduct an Arbitrage Review of the 2021B Bond Issue</b>	<b>ITEM NUMBER H.9.</b>

### **BACKGROUND**

In December 2021, the City issued \$6,510,000 of tax-exempt General Obligation Bonds to finance \$3,505,000 of Tax Increment #8 road and stormwater infrastructure projects and \$3,005,000 of Sanitary Sewer capital projects (Lift Station).

This debt issue was tax exempt and requires adherence to the arbitrage rules embodied in the Internal Revenue Code.

The arbitrage rules require payment to the IRS for excess investment earnings on exempt bond proceeds. A broad outline of exceptions to the rules is attached. There are no other adverse consequences of violating the arbitrage rules.

### **ANALYSIS**

#### **Bond 2021B**

The 2021B Bonds were internally split into two parts, \$3,005,000 for a new Sanitary Sewer Lift Station and the other portion (\$3,505,000) was to be used to finance S. Hickory Street and Stormwater Infrastructure Projects in TID 8. The \$1,990,000 City portion was spent by August, 2023, within 19 months.

However, only \$2,726,999 (79%) of the \$3,005,000 proceeds were spent by Dec 2023. The project has been completed, and the project costs were under what the initial projected costs were. Under IRS rules, the City had 24 months to spend down the proceeds of the 2021B Bonds in order to qualify for an exception to rebate. Rebate meaning remittance of any positive arbitrage earnings back to the IRS. That payment, if owed, would be due in November of 2026, which is the five-year anniversary date of the issue. Further discussion with Ehlers (the City's Financial Advisor) has deemed that the City may use the excess funding for the failing lift station project proposed in 2025. However, the City should be aware that the potential for a rebate payment to the IRS is high and will be determined after Ehlers does the Arbitrage review.

It is likely that excess investment earnings occurred as investment rates were increasing dramatically in 2022-2025. Since the proceeds were never entirely spent on project costs, an arbitrage review is warranted and deemed necessary with the hike in interest market rates. This review would demonstrate compliance with the rules or calculating and remitting any required payments.

The Bonds carry an interest cost of 2-3%, while current proceeds are earning 4-5%. Arbitrage is likely accruing. Having said that, due to the amount of unspent proceeds and the earnings now available, an arbitrage payment is likely due the IRS.

### **RECOMMENDATION**

Staff requests permission to engage Ehlers arbitrage experts to review the City's position and recommend a course of action. Ehlers has estimated the cost of such a project not to exceed \$2,500, however will charge \$300 per hour if any consulting on Commingled Fund Analysis, advanced Training, IRS Audit Assistance, IRS Payments and Overpayment Recoveries is needed. Only \$2,500 was paid in 2019 for arbitrage review of the 2014 & 2017 notes/bonds, however, the contract was for an amount not-to-exceed \$5,000.

The Finance Committee reviewed this matter at their June 24, 2025 meeting and recommends completing the review by qualified external professionals who have reviewed previous City bonds in the past.

### **COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2025-\_\_\_\_\_, a Resolution to Authorize a Financial Services Contract with Ehlers & Associates to Conduct an Arbitrage Review of the 2021B Bond Issue with an amount not to exceed \$5,000.

Finance Dept - DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

RESOLUTION AUTHORIZING A FINANCIAL SERVICES CONTRACT WITH EHLERS &  
ASSOCIATES TO CONDUCT AN ARBITRAGE REVIEW OF THE 2021B BOND ISSUE

-----  
WHEREAS, the City issued \$6,510,000 of tax-exempt General Obligation Bonds to finance Tax Incremental District (TID) #8 and Sanitary Sewer projects; and

WHEREAS, this debt issue was tax exempt and requires adherence to the arbitrage rules embodied in the Internal Revenue Code; and

WHEREAS, the arbitrage rules require payment to the IRS for excess investment earnings on exempt bond proceeds; and

WHEREAS, the 2021B Bond was internally split into two parts, \$3,005,000 for a new Sanitary Sewer Lift Station and the other portion (\$3,505,000) was to be used to finance S. Hickory Street and Stormwater Infrastructure projects in TID #8; and

WHEREAS, only \$2,726,999 (79%) of the \$3,005,000 proceeds were spent by Dec 2023; and

WHEREAS, it is likely that excess investment earnings occurred as investment rates were increasing dramatically in 2022-2025; and

WHEREAS, the Bonds carry an interest cost of 2-3%, while current proceeds are earning 4-5%, meaning arbitrage is likely occurring; and

WHEREAS, without an arbitrage analysis, it is unknown if an arbitrage payment is due the IRS.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to enter into an agreement with Ehlers & Associates to perform an arbitrage review with a not to exceed amount of \$5,000.

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

Passed 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 \_\_\_\_

June 10, 2025

ARBITRAGE CONSULTING SERVICES CONTRACT FOR:

# The City of Franklin, Wisconsin



Prepared by:

---

Ehlers

3060 Centre Pointe Drive

Roseville, Minnesota 55113

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

June 10, 2025

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

**Re: Letter of Engagement to Retain Ehlers for Arbitrage Consulting Services**

All tax-exempt Obligations ("Obligations") issued by or on behalf of the City of Franklin, Wisconsin ("Issuer") are subject to the arbitrage provisions of the Internal Revenue Code of 1986 and related Treasury regulations ("Tax Code). To comply with the statute and regulations the Issuer must undertake certain analyses. Ehlers & Associates, Inc. ("Ehlers") can provide arbitrage consulting services that comply with the Tax Code.

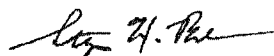
This Letter of Engagement ("Letter") is being presented to memorialize and clarify the terms of the Issuer's engagement of Ehlers as the Issuer's Arbitrage Consulting Services Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A ("Services"). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

To perform the Services described in this Letter, Issuer agrees to provide Ehlers all documents and information as are deemed necessary by Ehlers to fulfill the Issuer's reporting requirements related to the Tax Code, and within the applicable timeframe. Issuer agrees to provide Ehlers with timely and accurate information regarding pertinent cash and investment activity as well as pertinent revenue and expenditure activities for all funds related to the required service ("Arbitrage Information"). Issuer acknowledges that Ehlers shall be entitled to rely on all Arbitrage Information provided by the Issuer without further investigation as to its completeness or accuracy. Ehlers will have no liability to the Issuer if the Arbitrage Information furnished to Ehlers is not timely or accurate.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block on the next page and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election in writing by the appropriate Issuer staff. Please contact me if you have any questions or would like to discuss our engagement further.

Sincerely,

**EHLERS & ASSOCIATES, INC.**



Stephen H. Broden  
Senior Arbitrage Consultant | Director of Arbitrage Consulting

## SO ACCEPTED BY ISSUER

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:

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

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

## **APPENDIX A**

### **Description of Services**

- Arbitrage Commingled Fund Analysis
- Arbitrage Consulting & Training
- Arbitrage Rebate Analysis
- Arbitrage Spend Down Analysis
- Arbitrage Yield Restriction Analysis
- IRS Audit Assistance
- IRS Payments & Overpayment Recoveries

### **Description of Fees**

#### REPORTING

If required, Ehlers will charge Issuer a report fee per obligation to determine spending exceptions, bona fide debt service fund exemptions, rebate and yield restriction amounts for all funds related to the Obligations. Ehlers will charge fees in accordance with the fee schedule set forth below.

#### **Base fee**

***GO Notes, Series 2021A and GO  
Bonds, Series 2021B***

\$2,500 (covers 5-year report and filing preparations)

#### CONSULTING

Ehlers will charge Issuer a consulting fee per obligation to provide Commingled Fund Analysis, advanced Consulting & Training, IRS Audit Assistance, IRS Payments & Overpayment Recoveries, and any atypical analysis not described above. Ehlers will charge fees in accordance with the fee schedule set forth below.

#### **Base fee**

**\$300 per hour**

Ehlers will invoice Issuer for the amount due. The invoice is due and payable by the Issuer within 60 days of the invoice date.

### **Future Fee Changes**

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.



## 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 Ehlers & Associates, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 3060 Centre Pointe Drive, Roseville, Minnesota 55113.

## 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 Arbitrage Consulting Services.

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

### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Arbitrage Consulting Services, as described in CONTRACTOR's proposal to CLIENT dated June 10, 2025, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$5,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$5,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

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

## IV. ASSISTANCE AND CONTROL

- A. The Director of Finance and Treasurer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

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

## V. TERMINATION

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

## VI. INSURANCE

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

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

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

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

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

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

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

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of June 10, 2025.

#### **IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

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

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 7 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

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

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

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

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

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

CITY OF FRANKLIN, WISCONSIN

Ehlers & Associates, Inc.

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

BY: Stephen H. Broden

PRINT NAME: John R. Nelson

PRINT NAME: Stephen H. Broden

TITLE: Mayor

TITLE: Director of Arbitrate Consulting

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

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

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

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

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

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

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

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

Approved as to form:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 1, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$17,050 OF CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT VEHICLE MAINTENANCE TO REPAIR THE LADDER TRUCK'S RADIATOR AND COOLING SYSTEM	ITEM NUMBER D.10.

### **Background**

The fire department's ladder truck, a 2000 KME 102 ft. aerial platform, has undergone emergency unplanned repairs to the radiator and cooling system. After noting coolant leaks and overheating issues, it was determined that the radiator on the vehicle needed to be completely removed and re-cored. This was an extensive and labor-intensive repair. Because of the "Cab-over" type of construction of the vehicle, considerable disassembly of the vehicle was required to completely remove the very large and heavy radiator.

### **Recommendation**

This repair would typically be funded by the fire department vehicle maintenance operating budget. The 2025 allocation for that budget line (01-0221-5241) is \$34,000, with a current balance of \$17,661 remaining for the year. If emergency contingency funding is not approved, this operating budget line will be completely exhausted while still needing to maintain a fleet of 14 other emergency vehicles for the remainder of 2025. Recommendation for the use of contingency appropriations is deemed necessary.

### **Fiscal Note**

The City of Franklin has a contingency fund with an appropriation of \$125,000. Previous contingency funding appropriated \$89,463 to fund other necessary operational expenses. would leave \$18,487 in unused funds for the 2025 Annual Budget.

The GL Numbers associated with this amendment are:

#### General Fund

01-0199-5499	Unrestricted Contingency	Decrease	\$17,050
01-0221-5241	Fire Vehicle Maintenance	Increase	\$17,050

### **COUNCIL ACTION REQUESTED**

Motion adopting Ordinance No. 2025-\_\_\_\_\_, an Ordinance to amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the General Fund to Transfer \$17,050 of Contingency Appropriations to Fire Department Vehicle Maintenance to Repair the Ladder Truck's Radiator and Cooling System.

### **Roll Call Vote Required**

Fire – JM / Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$17,050 OF CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT VEHICLE MAINTENANCE TO REPAIR THE LADDER TRUCK'S RADIATOR AND COOLING SYSTEM

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WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the City of Franklin on November 19, 2024; and

WHEREAS, the 2025 Annual Budget appropriated \$125,000 for unplanned and unexpected expenses; and

WHEREAS, the Common Council authorized \$17,050 of General Fund contingency appropriations for the purpose of repairing the 2000 KME ladder truck's radiator; and

WHEREAS, the 2025 budget has appropriated \$34,000 for Fire Department vehicle maintenance, but requires additional contingency funding to appropriate the unexpected expenditure; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; and

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

Section 1 That the 2025 General Fund Budget be amended as follows:

General Fund

0199	Contingency	Decrease	\$17,050
0211	Vehicle Maintenance	Increase	\$17,050

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

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 \_\_\_\_

**Rennert's Fire Equipment Service**

615 E John St  
Markesan, WI 53946  
service@rennerts.com  
920-398-1033

Invoice: **4259**Date: **5/27/2025**

**Bill To**  
Franklin Fire Department  
8901 W. Drexel Ave.  
Franklin, WI 53132

**Remit Payment To**  
Rennert's Fire Equipment Service  
615 E John St  
Markesan, WI 53946

Service Order	Terms	Due Date	Authorizer	Customer PO	Unit #
4663	Net 30	6/26/2025			208/Truck 111

Item	Description	Quantity	Rate	Amount
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**Complaint:** Coolant Leak - Pressure tested system held 16lbs, but not leaking much. Looks like its coming out of top of radiator - possible gasket. Cracked one of the bolts on top and it started leaking right away

**Cause:** Customer request

Labor	<p><b>Correction:</b></p> <p>Cooling System / Radiator / Pressure tested radiator and found coolant leaking in 3 spots at the top of the radiator by the tank. Radiator needs to be removed. Got approval from dept to remove radiator and send in to be re cored. Drained coolant and removed all components needed to get radiator out. Removed radiator and send in for repair.</p> <p>After Recore assessment was done it was determined that a whole new center core was needed. Received radiator and installed into truck, re-assembled all components taken off to get radiator out.</p> <p>Filled radiator with coolant and drove truck, topped off and checked for leaks. No leaks. Hook up pressure tester and test for leaks. No leaks. Removal and install were very time consuming due to cab not going up very far and radiator having to come out and go back in through the top. There was minimal access which required all this time.</p>	62.75000	\$165.00	\$10,353.75
Parts	<p>Completely disassembled radiator. Reconditioned brackets, tanks, bolt strips, and coated with a high-quality epoxy paint.</p> <p>Reassembled radiator with a new copper/brass core, prem. gaskets, and heavy-duty hardware. Unit was pressure tested for leaks up to 15 PSI and covered with a final coat of paint - Radiator Recore</p>	1.00000	\$5,998.99	\$5,998.99
Parts	Low water sending unit (Detroit) - 23520380	1.00000	\$117.07	\$117.07
Parts	Brass Pipe Fittings, Bushing 3/8 Female 1/4 Female - 11089	1.00000	\$2.82	\$2.82
Parts	Brass Fitting, Comp Fitting, Male Connector 3/8 x 1/4 - 11058-A	2.00000	\$7.16	\$14.32
Parts	Comp Fitting Brass, Union 3/8 - 11050-A	2.00000	\$4.18	\$8.36
Parts	Worm Gear Clamp. SAE 36, 1-13/16 to 2-3/4" Dia, Stainless Steel Band - 24119	1.00000	\$2.39	\$2.39
Parts	Coolant Filter - 27 Micron - Non-Chemical Filter - 4070	1.00000	\$21.33	\$21.33
Parts	50/50 - Anti-Freeze/Coolant Green (per gallon) - A/F	15.00000	\$10.99	\$164.85

Item	Description	Quantity	Rate	Amount
			<b>Subtotal</b>	\$16,683.88
	Refueling	1.00	\$109.00	\$109.00
<b>Unit:</b> 208/Truck 111 <b>VIN:</b> 1K9AF64861N058311				<b>Labor</b> \$10,353.75
<b>Fleet #:</b> 4584				<b>Parts</b> \$6,330.13
2001 Kovatch Mobile Equipment				<b>Shop Supplies</b> \$250.00
<b>Chassis:</b> 32,733 Miles				<b>Pre-Charge Subtotal</b> \$16,933.88
			<b>Refueling</b>	\$109.00
			<b>Local</b>	\$0.00
			<b>(5.5% of \$0.00)</b>	
			<b>Total</b>	\$17,042.88
			<b>Payments &amp; Credits</b>	\$0.00
			<b>Balance Due</b>	\$17,042.88

A monthly finance charge of 1.5% will be added to all balances over 30 days. This amounts to 18% interest per year.

A 4% fee of the transaction amount will be charged on all credit card payments.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 7/1/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Council Discussion on Public Complaint Process and Open Records Response Execution</b>	<b>ITEM NUMBER</b> M.11.
<p><b>RECOMMENDATION</b></p> <p>The Common Council has been requested to discuss the City’s current practices for handling citizen complaints and public records responses, including recent concerns raised about the execution of these processes, potential legal interference, and transparency. This request is for the council to provide direction regarding the development of a more formal and accountable administrative complaint framework.</p> <p><b>BACKGROUND</b></p> <p>This item is brought forward in response to substantial public concern, including from a former elected official, regarding the City’s execution of a recent public records request and the related public response. Residents have expressed frustration with delays, a lack of transparency, and inconsistencies in how citizen complaints are reviewed and addressed.</p> <p>The issue has highlighted structural gaps in the City’s complaint-handling process and raised questions about how legal review, staff discretion, and Council oversight intersect, particularly when public trust and perception are at stake.</p> <p>Although no formal administrative complaint process is currently codified in the Franklin ordinance, its absence has made it difficult to ensure consistent, timely, and transparent outcomes. The matter merits discussion by the Common Council to evaluate options for reinforcing good governance practices and ensuring future alignment with Council expectations and public trust obligations.</p> <p><b>Key Issues for Council Review</b></p> <ul style="list-style-type: none"> <li>• Lack of a formal or codified complaint response procedure, resulting in inconsistency and perceived opacity.</li> <li>• Delayed communication and lack of full disclosure to the Council during a matter involving transparency and public accountability.</li> <li>• The role of legal counsel and staff in interpreting and executing Council direction, and the need to define appropriate advisory boundaries.</li> <li>• Public perception that the City’s response was filtered or obstructed, contributing to mistrust.</li> </ul> <p><b>Legal and Procedural Framework</b></p> <ul style="list-style-type: none"> <li>• Wis. Stat. § 62.11(5): Establishes the authority of the Common Council to oversee City affairs and direct administrative policy.</li> <li>• Franklin Code Chapter 70 (Council Proceedings): Allows Council to review and act on any matter relating to city operations and public concern.</li> <li>• Wis. Stat. §§ 19.31–19.39 (Public Records Law): Creates an obligation for prompt, lawful public record disclosures, subject only to narrow exceptions.</li> <li>• Wis. Stat. § 19.85: Affirms open session as the rule and closed session as a narrowly tailored exception requiring statutory justification.</li> </ul>		

### **COUNCIL ACTION REQUESTED**

Motion to direct Administration and Legal Counsel to:

1. Explore and return with potential procedural or ordinance revisions to formalize a fair, timely, and transparent administrative complaint process.
2. Identify internal improvements to how records requests and public complaint responses are managed, including protocols that ensure alignment with Council expectations.
3. Clarify the advisory limitations of legal counsel to prevent future instances where legal review delays or obstructs Council-authorized administrative execution.

<b>Approval</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 7/1/25
<b>REPORTS &amp; RECOMMENDATIONS</b>	Project Update on potential residential/commercial development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for properties in the southeast corner area of South 76 <sup>th</sup> Street and West Rawson Avenue (Poth's General LLC; Ian Martin, Land by Label Co.)	<b>Ald. District 5 ITEM NUMBER</b>  D. 12.

This Project Update is a presentation of a potential, previously introduced, project by the developer to the Common Council. It is not required and provides the Common Council with evolving project plans and the developer with comments from Common Council members before undertaking more detailed design, applications processes and financing. This Project Update is strictly optional and at the request of the developer. No comments made at this Project Update meeting are in any way binding upon any actions by the City during subsequent applications process.

Developer has met with staff regarding Tax Increment Financing

Departments of City Development, Finance, Engineering, Administration and Legal Services departments staff will be present at the meeting.

#### **COUNCIL ACTION REQUESTED**

No action requested.

Economic Development: jr

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Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/1/25
<b>REPORTS &amp; RECOMMENDATIONS</b>	<p>Potential residential/commercial development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for properties in the southeast corner area of South 76<sup>th</sup> Street and West Rawson Avenue, such potential development to be named Poth's General. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for property(ies) in the southeast corner area of South 76<sup>th</sup> Street and West Rawson Avenue, such potential development to be named Poth's General, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p>Ald. District 5 ITEM NUMBER</p> <p>15.13.</p>

Departments of City Development, Finance, Engineering, Administration and Legal Services departments staff will be present at the meeting.

#### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for property(ies) in the southeast corner area of South 76<sup>th</sup> Street and West Rawson Avenue, such potential development to be named Poth's General, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development: jr; Legal Services Dept: jw

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE  July 1, 2025
REPORTS AND RECOMMENDATIONS	<i>City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman</i> ; Milwaukee County Circuit Court Case No. 24-CV-7479 and Tax Incremental District No. 5 Development Agreement — 2024 Shortfall Payment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER  J.D. 14.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman*; Milwaukee County Circuit Court Case No. 24-CV-7479 litigation and/or possible litigation related to the 2024 shortfall payment under the TID 5 Development Agreement, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<b>APPROVAL</b>	<b>REVISED REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 07/01/2025</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM 02/NUMBER H.</b>

See attached License Committee Meeting Minutes from the License Committee Meeting of July 1, 2025.

### **COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of July 1, 2025.

CITY CLERK'S OFFICE



414-425-7500

**License Committee Agenda\***  
**Franklin City Hall Aldermen's Room**  
**9229 West Loomis Road, Franklin, WI**  
**July 1, 2025 – 5:00 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:00 p.m.	Victory of the Lamb Inc. – Family Night 2025 Person in Charge: Michael Babler Location: 11120 W Loomis Rd Date of Event: Saturday, July 19, 2025			
Extraordinary Entertainment & Special Event 5:15 p.m.	Federation of Croatian Societies – 91st Annual Croatian Festival Person in Charge: Thomas Krenz Location: 9100-9140 S 76 <sup>th</sup> St Date of Event: Saturday, July 19, 2025			
Temporary Entertainment & Amusement 5:30 p.m.	St. Martin of Tours Church Person in Charge: Abby Wass Event: Scally Brothers Concert Location: 7963 S. 116 <sup>th</sup> St. Event Date: Sunday, 7/13/25			
Operator 2025-2026 New	Jennifer Barlow Rock Sports Complex/Ballpark Commons			
Operator 2025-2026 New	Paige Berry Rock Sports Complex/Ballpark Commons			
Operator 2025-2026 New	Christ Conley Rock Sports Complex/Ballpark Commons			
Operator 2025-2026 New	Zachary Cummings Luxe Golf/Dog Haus/Brick			
Operator 2025-2026 New	Kyle Farney Pick’n Save #6431			
Operator 2025-2026 New	Devin Grube Luxe Golf/Dog Haus/Brick			

<b>Operator 2025-2026 New</b>	<b>Kelley Hacker</b> Rock Sports Complex/Ballpark Commons			
<b>Operator 2025-2026 New</b>	<b>Jenna Jones</b> Luxe Golf/Dog Haus/Brick			
<b>Operator 2025-2026 New</b>	<b>Diannah Kleist</b> Pick'n Save #6431			
<b>Operator 2025-2026 New</b>	<b>Jayden Konicke</b> Luxe Golf/Dog Haus/Brick			
<b>Operator 2025-2026 New</b>	<b>Daniel Kuenzi</b> Rock Sports Complex/Ballpark Commons			
<b>Operator 2025-2026 New</b>	<b>Pamela Le Houillier</b> Franklin Lioness Club – St Martin's Fair			
<b>Operator 2025-2026 New</b>	<b>Jeri Lentscher</b> Hideaway Pub & Eatery			
<b>Operator 2025-2026 New</b>	<b>Rebecca Meyer</b> Rock Sports Complex/Ballpark Commons			
<b>Operator 2025-2026 New</b>	<b>Christian Montano</b> Luxe Golf/Dog Haus/Brick			
<b>Operator 2025-2026 New</b>	<b>Maria Papp</b> Luxe Golf/Dog Haus/Brick			
<b>Operator 2025-2026 New</b>	<b>Steven Piontek</b> Rock Sports Complex/Ballpark Commons			
<b>Operator 2025-2026 New</b>	<b>Stanley Rankel</b> Luxe Golf/Dog Haus/Brick			

<b>Operator 2025-2026 New</b>	<b>James Rickert</b> Luxe Golf/Dog Haus/Brick			
<b>Operator 2025-2026 New</b>	<b>Jessica Rydlewicz</b> Rock Sports Complex/Ballpark Commons			
<b>Operator 2025-2026 New</b>	<b>Troy Schaefer</b> Rock Sports Complex/Ballpark Commons			
<b>Operator 2024-2025 New</b>	<b>Hali Shouse</b> CVS Pharmacy #5390			
<b>Operator 2025-2026 New</b>	<b>Hali Shouse</b> CVS Pharmacy #5390			
<b>Operator 2024-2025 New</b>	<b>Balprit Singh</b> 7-Eleven #35834C			
<b>Operator 2025-2026 New</b>	<b>Balprit Singh</b> 7-Eleven #35834C			
<b>Operator 2025-2026 New</b>	<b>Balvinder Singh</b> 7-Eleven #35834C			
<b>Operator 2025-2026 New</b>	<b>Terri Warren</b> Pick'n Save #6431			
<b>Operator 2025-2026 New</b>	<b>Isabella Zimmerman</b> Luxe Golf/Dog Haus/Brick			
<b>Operator 2025-2026 Renewal</b>	<b>David Goehring</b> St Martin of Tours			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

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



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 7/1/2025</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER I</b>

Attached are vouchers dated June 13, 2025 through June 26, 2025 Nos. 203167 through Nos. 203369 in the amount of \$ 1,973,552.67. Also included in this listing are EFT Nos. 6114 through EFT Nos. 6130, Library vouchers totaling \$ 56,682.51, Tourism vouchers totaling \$ 45,617.87 and Water Utility vouchers totaling \$ 136,958.84. Voided checks in the amount of \$ (74.96) are separately listed.

Early release disbursements dated June 13, 2025 through June 25, 2025 in the amount of \$ 1,039,596.40 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 list of property tax disbursements, EFT Nos. 557 through Nos. 562 and EFT Nos. 362 (S) through Nos. 363 (S) dated June 16, 2025 through June 25, 2025 in the amount of \$ 3,135,998.65. \$ 6,584.79 represents refund reimbursements and \$ 3,129,413.86 represents settlements from US Bank. There is also an additional \$ 5,218,657.92 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated June 27, 2025 is \$ 473,832.52, previously estimated at \$ 476,000. Payroll deductions dated June 27, 2025 are \$ 663,474.58, previously estimated at \$ 625,000.

The estimated payroll for July 11, 2025 is \$ 484,000 with estimated deductions and matching payments of \$ 270,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of June 26, 2025 in the amount of \$ 1,973,552.67
- Payroll dated June 27, 2025 in the amount of \$ 473,832.52 and payments of the various payroll deductions in the amount of \$ 663,474.58 plus City matching payments and
- Estimated payroll dated July 11, 2025 in the amount of \$ 484,000 and payments of the various payroll deductions in the amount of \$ 270,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**