

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY NOVEMBER 18, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
 - 1. A Certificate of Recognition of Kayla’s Playground 10 year Anniversary.
 - 2. A Proclamation in Recognition of Crash Responder Safety Week, November 17-21, 2025.
 - 3. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of November 4, 2025.
 - 2. Special Common Council Meeting of November 11, 2025.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) A motion to authorize the Director of Health and Human Services to accept and execute the grant contract for the 2025-2026 Division of Public Health Consolidated Contract.
 - (b) Health Department acceptance of monetary donation in the amount of \$300.
 - 2. A Resolution to approve Amendment 11 to Task Order No. 5 in the amount of \$20,000.00 to Ruekert & Mielke, Inc. for engineering services for the Tax Incremental District No. 8 Corporate Park.
 - 3. A Resolution to issue Change Order No. 1 for the W. Saint Martins Road (STH 100) Water Main Extension Project to increase the contract price by \$3,776.20 to Globe Contractors, Inc.
 - 4. A Resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Franklin Pediatric Dentistry-Dr. Travis Lepera (7661 W. Rawson Ave., TKN 755-0192-005).
 - 5. A Report from Engage Franklin Regarding its Tourism Marketing Activities.
 - 6. JPM Acoustics Noise Vibration unauthorized additional work and Amendment A request.

7. An Ordinance to amend §169-1 Licenses Required, Section 121-1 Entertainment and Amusement, and pertaining to Section 121-9 Extraordinary Entertainment and Amusement, of the Municipal Code to update licenses provided and fees required.
8. *Franklin Public Schools, et al. v. City of Franklin Common Council, et al.*, Milwaukee County Circuit Court, Case No. 25-CV-8557. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of November 18, 2025.

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

J. Adjournment.

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

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

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

REMINDERS:

November 20	Plan Commission	6:00 p.m.
November 27 & 28	City Hall Closed-Thanksgiving	
December 2	Common Council	6:30 p.m.
December 4	Plan Commission	6:00 p.m.
December 16	Common Council	6:30 p.m.
December 18	Plan Commission	6:00 p.m.
December 24 & 25	City Hall Closed-Christmas	
December 31	City Hall Closed-New Year's Eve	
January 1	City Hall Closed-New Year's Day	

B.I.

City of Franklin

Certificate

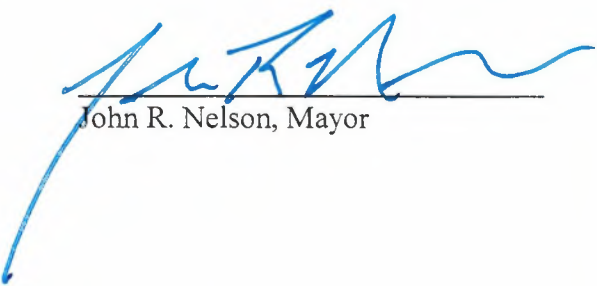
CERTIFICATE OF RECOGNITION
AWARDED TO
KAYLA'S PLAYGROUND
IN HONOR OF THE 10TH ANNIVERSARY

This Certificate of Recognition is Awarded to Kayla's Playground, of Franklin, Wisconsin, on celebrating 10 years of both community enjoyment for children of all abilities and an army of volunteers, donors, Ambassadors and Elected Officials. Since the build of Kayla's Playground in 2015, numerous awards, recognitions, donations and community involvement have made the playground a cherished destination for all who gather.

The Runte family wanted to create a legacy in honor of their beloved daughter Kayla. Not only has the Runte family honored their daughter they have created a culture of love, compassion and stewardship in Franklin through volunteerism, safety, enjoyment and community involvement. We truly appreciate what the playground has meant to the community and look forward to the years of enjoyment for all.

Now, I, John R. Nelson, Mayor, of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin and the staff of City government, thank all who make Kayla's Playground a great place in our community and may there be many more great years to come.

Presented this 18th Day of November, 2025.



John R. Nelson, Mayor

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B-2.

City of Franklin Proclamation

A PROCLAMATION HONORING CRASH RESPONDER SAFETY WEEK NOVEMBER 17-21, 2025

WHEREAS, first responders across the State of Wisconsin — including law enforcement officers, firefighters, emergency medical services (EMS) personnel, and towing and recovery operators — respond to thousands of roadway incidents each year; and

WHEREAS, these dedicated men and women risk their own safety to aid motorists, clear roadways, and keep traffic moving safely, often while operating only feet away from moving vehicles in high-risk environments; and

WHEREAS, as of October 27, 2025, we have tragically lost 28 first responders across our country in struck-by-fatality incidents; and

WHEREAS, Crash Responder Safety Week, observed November 17–21, 2025, is a national campaign led by the Federal Highway Administration and supported by Wisconsin's public safety agencies to raise awareness of the critical need to protect roadway responders and this year's theme is "Safety Starts With You — Move Over or Slow Down!"; and

WHEREAS, Wisconsin's "Move Over" law requires drivers to change lanes or slow down when approaching any stopped emergency, maintenance, or tow vehicle with flashing lights — a simple but life-saving act that helps ensure first responders return home safely; and

WHEREAS, the City of Franklin proudly recognizes the commitment and courage of all first responders across Wisconsin, including the members of the Franklin Police Department, and Franklin Fire Department, for their dedication to public safety and service to our community; and

WHEREAS, by observing Crash Responder Safety Week, we honor the sacrifices of Wisconsin's first responders and reaffirm our shared responsibility to drive attentively and safely around those who protect us.

NOW, THEREFORE, I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, do hereby proclaim the week of NOVEMBER 17–21, 2025 as CRASH RESPONDER SAFETY WEEK in the City of Franklin, and encourage all residents to join in recognizing and honoring the service and sacrifice of our community's crash responders by practicing safe and responsible driving habits.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Franklin to be affixed this 18th day of November, 2025.


John R. Nelson, Mayor



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CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 4, 2025
MINUTES

- | | | |
|---|------|--|
| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on November 4, 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 6:34 p.m. and was closed at 6:41 p.m. |
| MINUTES
OCTOBER 21, 2025 | C. | Alderman Hasan moved to approve the minutes of the Common Council meeting of October 21, 2025, as presented. Seconded by Alderman Craig. All voted Aye; motion carried. |
| RES. NO. 2025-8394
O'REILLY
AUTOMOTIVE STORES
DEVELOPMENT
AGREEMENT | G.1. | Alderwoman Day moved to adopt Resolution No. 2025-8394, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH O'REILLY AUTOMOTIVE STORES, INC. FOR 7251 S. 27 TH STREET, TKN 761-9956-001. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. NO. 2025-8395
STORM WATER
AGREEMENT –
O'REILLY
AUTOMOTIVE STORES | G.2. | Alderwoman Day moved to adopt Resolution No. 2025-8395, A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM O'REILLY AUTOMOTIVE STORES (7251 S. 27 TH ST., TKN 761-9956-001). Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. NO. 2025-8396
FENCE INSTALLATION –
4146 W ANITA LN | G.3. | Alderman Salous moved to adopt Resolution No. 2025-8396, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 15-FOOT PUBLIC DRAINAGE EASEMENT UPON LOT 1 OF FRANKLIN ESTATES ADDITION NO 2 SUBDIVISION. (4146 W. ANITA LANE) (TKN 833-0154-000) (BRETT HUNDLEY, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| RES. NO. 2025-8397
PUBLIC SIDEWALK ON
SOUTHWEST CORNER | G.4. | Alderman Craig moved to adopt Resolution No. 2025-8397, A RESOLUTION FOR AN EASEMENT FOR A PUBLIC SIDEWALK IN MILWAUKEE COUNTY RIGHT OF WAY ALONG THE EAST SIDE OF S. 76 TH STREET (CTH U) ONTO |

OF CARMA
LABORATORIES

CARMA LABORATORIES PROPERTY APPROXIMATELY .062 ACRES. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

DISCUSSION WITH
MCPR, PUBLIC
RELATIONS
CONTRACTOR

G.5. Discussion only.

RES. NO. 2025-8398
LEXIPOL, LLC.
AGREEMENT

G.6. Alderwoman Eichmann moved to adopt Resolution No. 2025-8398, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR SERVICES WITH LEXIPOL, LLC., subject to changes to the Lexipol Proposal in the meeting agenda packet, as may be approved by the Police Department and the City Attorney with regard to the terms and provisions of the City standard form services agreement being applied to the Lexipol Proposal. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. NO. 2025-8399
POLICE OPEN RECORDS
FEE

G.7. Alderman Hasan moved to adopt Resolution No. 2025-8399, A RESOLUTION AUTHORIZING THE APPROVAL OF THE FRANKLIN POLICE DEPARTMENT PUBLIC RECORDS FEE SCHEDULE AS PRESENTED. Seconded by Alderman Craig. All voted Aye; motion carried.

UPDATE ON FIRE
DEPARTMENT
FACILITIES

G.8. Alderwoman Eichmann moved to accept the report and place on file. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. NO. 2025-2707
AMEND ORDINANCE
2024-2649 TO REPAIR
LADDER TRUCK'S
HYDRAULIC PTO PUMP

G.9. Alderwoman Eichmann moved to adopt Ordinance No. 2025-2707, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$8,950 OF CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT VEHICLE MAINTENANCE TO REPAIR THE LADDER TRUCK'S HYDRAULIC PTO PUMP. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

ORD. NO. 2025-2708
REZONE S 27TH STREET
AND W DREXEL AVE TO
MIXED USE BUSINESS
DISTRICT

G.10. Alderwoman Day moved to adopt Ordinance No. 2025-2708, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF SOUTH 27TH STREET AND WEST DREXEL AVE, A PART OF 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY (TKN 786-9980-003), TO B-MU SOUTH 27TH STREET MIXED USE BUSINESS DISTRICT (STEPHEN CROSS, AGENT FOR COSTCO WHOLESALE CORP., APPLICANT),

(NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS). Seconded by Alderman Salous. All voted Aye; except Alderwoman Eichmann abstained. Motion carried.

RES. NO. 2025-8400
VEHICLE FUEL SALES
FACILITY FOR COSTCO

G.11. Alderwoman Day moved to adopt Resolution No. 2025-8400, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A CONDITIONAL USE FOR COSTCO WHOLESALE CORPORATION, FOR A VEHICLE FUEL SALES FACILITY LOCATED ON THE NORTHWEST CORNER OF SOUTH 27TH STREET AND WEST DREXEL AVE, A PART OF 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY (TKN 786-9980-003) (STEPHEN CROSS, AGENT FOR COSTCO WHOLESALE CORP., APPLICANT), (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS). Seconded by Alderman Hasan. On roll call, Alderman Craig, Alderman Salous, Alderwoman Day, Alderman Hasan and Alderman Peccarelli voted Aye; Alderwoman Eichmann abstained. Motion carried.

ORD. NO. 2025-2709
PLANNED
DEVELOPMENT
OVERLAY - COSTCO

G.12. Alderwoman Day moved to adopt Ordinance No. 2025-2709, AN ORDINANCE TO CREATE PLANNED DEVELOPMENT OVERLAY NO. 45 (COSTCO WHOLESALE CORPORATION) (A PART OF 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY, (TKN 786-9980-003)) OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE. Seconded by Alderman Hasan. On roll call, Alderman Peccarelli, Alderman Hasan, Alderwoman Day, Alderman Salous and Alderman Craig, voted Aye; Alderwoman Eichmann abstained. Motion carried.

Alderwoman Eichmann left the meeting at 8:29 p.m.

CLOSED SESSION
BASIL RYAN, JR., ET AL.
V. CITY OF FRANKLIN

G.22. Alderwoman Day moved to enter closed session at 8:30 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:30 p.m.

Alderwoman Eichmann returned to the meeting at 8:31 p.m.

Mayor Nelson reconvened at 8:35 p.m.

Upon reentering open session at 8:54 p.m., no action taken.

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| CHANGE ORDER FOR
THE PURCHASE OF
MERAKEI SWITCHES | G.13. | Alderwoman Eichmann moved to authorize a TPX change order to purchase five new Meraki 24-port switches. All charges will include the cost of the switches, transceiver, fiber optic cables, licenses, and professional support. The total cost of the project is not to exceed \$21,371.40, with estimated 2026 support costs increasing by \$5,147.40. The project will allocate \$16,333 from Account Number 01-0144-5242 (IS Equipment Maintenance) and \$5,038.40 from Account Number 01-014405214 (IS Data Processing). Seconded by Alderman Peccarelli. All voted Aye; motion carried. |
| FRANKLIN FARMER'S
MARKET | G.14. | Alderman Peccarelli moved to bring back to the special common council meeting of November 11, 2025. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| FRANKLIN'S TOURISM
COMMISSION ACTIVITY
AND 2026 BUDGET, AND
ENGAGE FRANKLIN
REPORT | G.15. | Alderman Hasan moved to place on file and return the Engage Franklin part back to the November 18, 2025 common council meeting. Seconded by Alderman Salous. All voted Aye; motion carried. |
| POTENTIAL TAX
INCREMENTAL
DISTRICT 11 | G.16. | No Council action requested. |
| ORD. NO. 2025-2710
AMEND THE TITLE OF
§158-3 LICENSE FEES | G.17. | Alderwoman Day moved to adopt Ordinance No. 2025-2710, AN ORDINANCE TO AMEND THE TITLE OF §158-3 LICENSE FEES TO §158-3 CLASSES AND DENOMINATIONS OF LICENSES AND LICENSE FEES, AND §158-3J. CLASS C RETAIL WINE LICENSE, OF THE MUNICIPAL CODE TO PROVIDE MORE INFORMATION AS TO THE PREMISES FOR WHICH THEY MAY BE GRANTED. Seconded by Alderman Craig. On a roll call, all voted Aye. Motion carried. |
| | | Alderwoman Eichmann left the meeting at 10:46 p.m. |
| ORD. NO. 2025-2711
AMEND §169-1
LICENSES REQUIRED | G.18. | Alderman Salous moved to adopt Ordinance No. 2025-2711, AN ORDINANCE TO AMEND §169-1 LICENSES REQUIRED, OF THE MUNICIPAL CODE TO UPDATE LICENSES PROVIDED AND FEES REQUIRED, except return the portion of 121-1, Entertainment and Amusement and section 121-9, Extraordinary Entertainment and Amusement License and bring it back to the November 18, 2025 common council meeting. Seconded by Alderwoman Day. All voted Aye; motion carried. (5-0-1 (Ald. Eichmann)). |

Alderwoman Eichmann returned to the meeting at 10:48 p.m.

RECOMMENDED
CHANGES TO THE 2026
MAYOR'S
RECOMMENDED
BUDGET

G.19. Alderman Craig moved to amend the 2026 Mayor's Recommended Budget for expenditures as detailed above with the inclusion of \$200 for the South Shore Chamber of Commerce Membership and the reallocation of \$25,000 to unrestricted contingency for professional services in the Administration Department for the proposed 2026 City of Franklin budget for the Public Hearing scheduled for November 11, 2025. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

G.20. Alderwoman Eichmann moved to enter closed session at 10:48 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Motion failed for a lack of a second.

RES 2025-8401
*KLEOS CAPITAL
PARTNERS LP V.
GIOVANNI BOZZACCHI,
CITY OF FRANKLIN, ET
AL.*

Alderman Salous moved to adopt Resolution No. 2025-8401, A RESOLUTION TO AUTHORIZE THE EXECUTION OF A STIPULATION REGARDING CITY OF FRANKLIN'S NON-PARTICIPATION AND AGREEMENT TO BE BOUND BY DISTRIBUTION ORDER FOR THE CIRCUIT COURT CASE NO. 24-CV-428 AND A STIPULATION REGARDING CITY'S NON-PARTICIPATION ON APPEAL AND AGREEMENT TO BE BOUND FOR THE COURT OF APPEALS APPEAL NO. 25-AP-1404. Seconded by Alderman Hasan. All voted Aye; motion carried.

CLOSED SESSION
STEVE OLSON OPEN
RECORDS REQUEST
FOR ATTORNEY-
CLIENT PRIVILEGED
RECORDS

G.21. Alderman Hasan moved to enter closed session at 11:35 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider the request for attorney-client privileged records related to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, including, but not limited to preparing development agreements and related regulations and development procedures for properties within the City, and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Day. On roll call, Alderman Craig and Alderwoman Eichmann voted No; Alderman Salous, Alderwoman Day, Alderman Hasan and Alderman Peccarelli all voted Aye. Motion carried.

Mayor Nelson called a recess at 11:36 p.m.
Mayor Nelson reconvened at 11:40 p.m.

Upon reentering open session at 12:16 a.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of November 4, 2025.

Grant 2025-26 New Operator License to: Vicky Ferrer, Ashley Handley & Jarrod Jones;

Hold 2025-26 New Operator License upon update of application to Toan Le;

Approved an Ordinance to Amend §169-1 Licenses Required, of the Municipal Code to Update Licenses Provided and Fees Required;

Approved an Ordinance to Amend the Title of §158-3 License Fees to §158-3 Classes and Denominations of Licenses and License Fees, and §158-3J. Class C Retail Wine License, of the Municipal Code to Provide More Information as to the Premises for Which They May be Granted;

Grant Class C Wine 2025-26 License to Avas Alterations LLC, DBA Avas Alterations LLC, Ava Sierra, 7131 S 76th St;

Grant Temporary Class “B” Beer & “Class B” Wine to St Martin of Tours – Fall Harvest Festival, Jennifer Drzewiecki, St Martin of Tours Church, 7963 S 116th St, Franklin WI, 11/15/25-5:00 pm to 9:00 pm; and

Grant Temporary Class “B” Beer and “Class B” Wine to St Martin of Tours-Vietnamese Culture Night, Jennifer Drzewiecki, St Martin of Tours Church, 7963 S 116th St, Franklin WI, 11/23/25-7:00 pm to 12:00 am.

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

VOUCHERS AND
PAYROLL

I. Alderman Hasan moved to approve City vouchers with an ending date of October 30, 2025 in the amount of \$1,486,131.32, and payroll dated October 31, 2025 in the amount of \$494,208.68 and payments of the various payroll deductions in the amount of \$534,396.01 plus City matching payments, and estimated payroll dated November 14, 2025 in the amount of \$472,000 and payments of the various payroll deductions in the amount of \$271,000, plus City matching payments. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Hasan moved to adjourn the meeting of the Common Council at 12:18 a.m. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 11, 2025
MINUTES

- | | | |
|--|------|---|
| ROLL CALL | A. | The special meeting of the Franklin Common Council was held on November 11, 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, Alderwoman Day, Alderman Salous 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. | Citizen comment period was opened at 6:32 p.m. and was closed at 6:33 p.m. |
| HEARING:
2026 MAYOR'S
RECOMMENDED BUDGET | C. | A public hearing was called to order on November 11, 2026 at 6:34 p.m. on the 2026 Mayor's Recommended Budget. The public hearing was closed at 6:41 p.m. |
| ORD. NO. 2025-2712
2026 MAYOR'S
RECOMMENDED BUDGET | D.1. | Alderwoman Day moved to adopt Ordinance No. 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST MARTIN'S FAIR, DONATIONS, GRANTS, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 5, TID6, TID 7, TID 8, TID 9, OPIOID SETTLEMENT FUND, AND INTERNAL SERVICE FUNDS AND ESTABLISHING THE TAX LEVY, ESTABLISHING THE SOLID WASTE FEE, AND OTHER REVENUE FOR THE CITY OF FRANKLIN. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried. |
| FRANKLIN FARMER'S
MARKET | D.2. | Alderwoman Eichmann moved to authorize the Mayor and herself to provide Ms. Carrillo with a list of potential sponsor contact information and request Ms. Carrillo to undertake those contacts and provide information back to the City as to potential sponsors and amount of sponsorship would provide for potential farmer's market and bring back to council the second meeting of next month which is December 16, 2025. Seconded by Alderman Hasan. On roll call, Alderman Craig, Alderman Salous, Alderwoman Day and Alderman Peccarelli voted No; Alderman Hasan and Alderwoman Eichmann voted Aye. Motion failed. |

Alderman Salous moved to proceed forward with the proposal to create and manage a farmer's market. Seconded by Alderwoman Eichmann. On roll call, Alderman Peccarelli, Alderman Hasan, Alderwoman Day and Alderman Craig voted No; Alderwoman Eichmann and Alderman Salous voted Aye. Motion failed

FIRE DEPARTMENT
FACILITIES UPDATE

- D.3. Alderwoman Eichmann moved to accept the report and place on file. Seconded by Alderman Hasan. All voted Aye; motion carried.

ADJOURNMENT

- E. Alderman Craig moved to adjourn the meeting of the Common Council at 9:26 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/18/2025
Reports and Recommendations	Motion to authorize the Director of Health and Human Services to accept and execute the grant contract for the 2025-2026 Division of Public Health Consolidated Contract.	ITEM NUMBER G.I. (a)
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 been awarded grant funding for the Prevention Health and Health Services Block Grant. FHD has also been awarded additional grant funds for the Bioterrorism Focus Planning (Public Health Emergency Preparedness, PHEP) Grant. • Prevention Grant: \$4,147 (10/1/2025-9/30/2026) • Bioterrorism Focus Planning Grant: \$11,407 (7/1/2025-6/30/2026) Analysis: This prevention grant assists the FHD in offering programming and services to residents based upon annual analysis and assessment of community needs in addition to the services required of the FHD by State and Municipal codes. Additionally, this grant award supports the Community Health Assessment and Community Health Improvement Plan. Additionally, the preparedness funding supports the FHD in planning for natural and public health disasters at the Community level. The contract has been sent to the City Attorney for review. Recommendation: The Director of Health and Human Services recommends approval to accept and execute the Division of Public Health Consolidated Contract Grants for the 2025-2026 awarded Prevention Health and Health Services Block Grant. Fiscal Note: Without the additional grant funds above, programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds. <u>COUNCIL ACTION REQUESTED</u> The Director of Health and Human Services requests a motion to execute the grant contract for the 2025-2026 Division of Public Health Consolidated Contract.		

Health Department: LG

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

Agreement Number: **435100-G25-DPHCC25-26 M5**

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 M5

DPH Contract No.: 65406-5

Agreement Amount: \$44,886

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

GEARS Pre-Packet No: 1972, 1761

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Lauren Gottlieb

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

Grantee Email: LLube@franklinwi.gov

Modification Description: We are adding funding for the Preventive Health & Health Services Block Grant Program (Profile 159220) and the Public Health Emergency Preparedness (PHEP) Program (Profile 155015). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin

Department of Health Services

Authorized Representative
Name

Title

Signature

Date

Grantee

Entity Name

Authorized Representative
Name

Lauren Gottlieb

Title

Director of Health and Human Services

Signature

Date

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

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

HIGH-RISK IT REVIEW

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

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY

GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	See Below	See Below	\$44,886

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
159220	CONS CONTRACTS PHHS	10/1/2024- 9/30/2026	-	\$4,147	\$4,147	N/A
155015	BIOT FOCUS A PLANNING	7/1/2025- 6/30/2026	\$29,332	\$11,407	\$40,739	N/A
					\$44,886	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	159220	155015
FAIN	NB01PW000115	NU90TU000048
Federal Award Date	9/17/2025	9/15/2025
Sub-award period of Performance Start Date	10/1/2024	7/1/2025
Sub-award period of Performance End Date	9/30/2026	6/30/2026
Amount of Federal Funds obligated in the subaward	\$4,147	\$11,407
Total Amount of Federal Funds obligated	\$4,147	\$40,739
Federal Award Project Description	Preventive Health and Health Services Block Grant – 2025	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC.
Federal Awarding Agency Name (Department)	Centers for Disease Control and Prevention	Department of Health and Human Services - Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listings Number	93.991	93.069
Assistance Listings Name	Preventive Health and Health Services Block Grant	Public Health Emergency Preparedness
Total made available under each Federal award at the time of disbursement	\$3,480,055	\$11,775,077
R&D?	No	No
Indirect Cost Rate	6.7%	6.7%

Consolidated Contract Scope of Work
Preventive Health and Health Services (PHHS) Block Grant
Federal Fiscal Year 2025 (FFY25)

During the contract period of October 1, 2024, through September 30, 2026, the agency receiving Preventive Health and Health Services Block Grant funding must agree to and implement the following program requirements:

Health Department Name: Franklin Health Department

Health Department Contact: Lauren Gotlieb

Agency Number: 472787

FFY25 Total Allocation: \$4,147.00

Selected Program(s):

Option 1: Accreditation/Reaccreditation

Selected:	No	Allocation:	\$0.00
Goal(s):	NA		

Option 2: Collaborate with Partners to Assess Community Needs (CHA)

Selected:	Yes	Allocation:	\$4,147.00
Goal(s):	Developing or revising a Community Health Assessment (CHA);		

Option 3: Collaborate with Partners to Assess Community Needs (CHIP)

Selected:	No	Allocation:	\$0.00
Goal(s):	NA		

Option 4: Implement Foundational Public Health Capabilities

Selected:	No	Allocation:	\$0.00
Goal(s):	NA		

Option 5: Collaboratively Champion Local Priorities

Selected:	No	Allocation:	\$0.00
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Goal(s):	NA
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Option 6: Implement Community-Based Interventions

Selected:	No	Allocation:	\$0.00
Goal(s):	NA		

*Health departments may adjust their above selected work plan option(s) and reallocate funding to an alternative listed option, if necessary. Should a health department desire a work plan change, they are required to promptly contact their assigned PHHS Block Grant Contract Monitor to discuss the proposed revision. Furthermore, during end-of-year reporting, the health department should remind their Contract Monitor of the change from the originally selected option.

Preventive Health and Health Services Block Grant
Local and Tribal Health Department Quality Criteria
Grant Cycle: October 1, 2024-September 30, 2026 (FFY24)

Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Contractors should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

Public health assessment and surveillance that identify community needs, and supports systematic, competent program planning and sound policy development with activities focused at both the individual and jurisdictional levels.

- a) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
- b) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
- c) Identification of the scientific basis (evidence base) for the intervention.

Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, where the scientific basis for the intervention can be documented (evidence-based practice), as well as delivery of public health programs for communities for the improvement of health status.

Record keeping for individual-focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision-making by those at risk and to affect policy and environmental changes at the community level.

Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.

When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements") --describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

- a) the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
- b) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources

If a conference/meeting/seminar is funded by the contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and

moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.

Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided. Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Preventive Health and Health Services Block Grant
Local and Tribal Health Department Boundary Statement
Grant Cycle: October 1, 2024-September 30, 2026 (FFY25)

Program Boundary Statement

The Preventive Health and Health Services (PHHS) Block Grant provides federal funding to states allowing recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and Tribal public health agencies and organizations.

The Division of Public Health (DPH) allocates PHHS funding to each local health department (LHD) and Tribe. DPH has identified a boundary statement identifying funding parameters within which the LHD, Tribe, or agency will carry out funded work. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, while broad, the PHHS Block Grant does not permit the use of funds in some instances. Therefore, unacceptable uses of funds are included in the boundary statement.

Agencies receiving PHHS Block Grant funds from the Division of Public Health are not required to submit a budget. Agencies are reminded they must assure expenses are consistent with the contract. Everything an agency does is available to the public. LHDs, Tribes, and agencies are encouraged to leverage resources across categorical funding to achieve common goals.

All funding recipients are required to follow applicable federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards found at:

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.Eff.2025.10.01.pdf>

Acceptable Uses of Funding

The PHHS Block Grant gives grantees the flexibility to prioritize the use of funds to:

- Address emerging health issues and gaps.
- Decrease premature death and disabilities by focusing on the leading preventable risk factors.
- Work to achieve health equity and eliminate health disparities by addressing the social determinants of health.
- Support local programs to achieve healthy communities.
- Establish data and surveillance systems to monitor the health status of targeted populations.
- Improve agency operations, build capacity, and achieve accreditation through implementation of effective programmatic and administrative areas central to the agency's objectives.
- Support agency efforts to attain or maintain Public Health Accreditation Board (PHAB) accreditation.
- Supplement or expand grantee services or efforts.
- Increase hours of part-time staff to increase capacity.

Success is achieved by:

- Using evidence-based methods and interventions.
- Reducing risk factors.
- Establishing policy, social, and environmental changes.

- Leveraging other funds.
- Continuing to monitor progress towards selected outcomes and re-evaluate funded activities.
- Reflecting Healthy People and the State Health Improvement Plan in programing.

Unacceptable Uses of Funding

While the PHHS Block Grant allows for flexibility in usage to address local priorities, there are some activities and usage of funds that are not allowed. According to PHHS Block Grant guidance, non-allowable uses for these funds include:

From the Preventive Health and Health Services Block Grant 2025 WI DHS Notice of Award (NOA):

- Purchasing of naloxone.
- Purchasing of syringes.
- Drug disposal programs (drop-boxes, bags, or other devices, and/or take-back events) are not permissible under this funding opportunity.
- Clinical care (except as allowed by law).
- Publicity and propaganda (lobbying)
- Preparing, distributing, or using material (publicity/propaganda) or paying the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships.

From 42 U.S. Code Part A – Preventive Health and Health Services Block Grants:

- Providing financial assistance to any entity other than a public or non-profit private entity.
- Providing inpatient services; offering cash payment to recipients of health services.
- Purchasing or improving land; purchasing, constructing, or permanently improving a building or facility.
- Purchasing of major medical equipment.
- Using as a match requirement for Federal funds.

A detailed, comprehensive list of funding allowances from the CDC can be found at <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.Eff.2025.10.01.pdf>

Reporting Requirements:

Mid-year and year-end performance reporting will be required from all recipients.

References

- CDC Preventive Health and Health Services Block Grant
- CDC General Terms and Conditions for Non-Research Grant and Cooperative Agreement
- 42 U.S. Code Part A – Preventive Health and Health Services Block Grants

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

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

State of Wisconsin

Attestation of Filing Assurance of Compliance (Form HHS 690)

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

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

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

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

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

Signature — Official Authorized to Sign Application:

_____ Date signed: _____

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

_____ Date signed: _____

Certificate Of Completion

Envelope Id: A6473D50-10DD-442D-9231-404797845DF5
Subject: MP - Franklin HD - 2025 DPH Consolidated Contract - 435100-G25-DPHCC25-26 M5
Source Envelope:
Document Pages: 14
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Yvette Smith
201 East Washington Avenue
Madison, WI 53703
yvettea.smith@dhs.wisconsin.gov
IP Address: 136.226.109.113

Record Tracking

Status: Original
11/7/2025 8:35:21 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Yvette Smith
yvettea.smith@dhs.wisconsin.gov
Pool: StateLocal
Pool: DHS

Location: DocuSign

Location: DocuSign

Signer Events

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

Electronic Record and Signature Disclosure:
Accepted: 11/7/2025 8:56:02 AM
ID: d9b04c81-e7af-46d0-9d24-b4f3cc88aa30

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

Signature

Timestamp

Sent: 11/7/2025 8:37:07 AM
Viewed: 11/7/2025 8:56:02 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 11/7/2025 8:37:06 AM

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**

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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

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

Envelope Sent

Hashed/Encrypted

11/7/2025 8:37:06 AM

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

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

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

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

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

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

To request paper copies from Wisconsin Department of Health Services

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

To withdraw your consent with Wisconsin Department of Health Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/18/2025
Reports and Recommendations	Health Department to accept monetary donations in the amount of \$300	ITEM NUMBER G.I.(b)
The Franklin Health Department received a generous donation of \$300 from the Franklin Lioness Lions Club. This donation will support the Franklin Health Department community programming and offerings. <u>COUNCIL ACTION REQUESTED</u> The Director of Health and Human Services requests a motion to approve acceptance of a monetary donation in the amount of \$300.		

Health Department: LG

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/18/2025
REPORTS & RECOMMENDATIONS	RESOLUTION TO APPROVE AMENDMENT 11 TO TASK ORDER NO. 5 IN THE AMOUNT OF \$20,000.00 TO RUEKERT & MIELKE, INC.	ITEM NUMBER G. 2.
BACKGROUND 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). 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 11 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 11 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 11 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 11 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 11 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 _____

Amendment 11 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, 10 and 11 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:	\$ 907,819.00
c.	This amendment amount:	\$ 20,000.00
d.	Adjusted Task Order amount:	\$ 2,129,669.00

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: 2025.11.07 10:45:07-06'00'

Name: Steven C. Wurster, P.E. (WI, IL, MI, OH)

Title: President/COO

Date _____

Signed: November 7, 2025

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
--------------------------	-------

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

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 |

Exhibit G (Revised) – Insurance

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

B. Additional Insureds:

1. The City of Franklin shall be named as an additional insured on a primary, non-contributory basis for General/Commercial Liability, Automobile Liability and Umbrella coverage.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/18/2025
REPORTS AND RECOMMENDATIONS	A Resolution to Issue Change Order No. 1 for the W. Saint Martins Road (STH 100) Water Main Extension Project to Increase the Contract Price by \$3,776.20 to Globe Contractors, Inc.	ITEM NUMBER G. 3.

BACKGROUND

The W. Saint Martins Road (STH 100) Water Main Extension project was awarded to Globe Contractors, Inc. on February 4th, 2025 in the amount of \$501,977.00. This project has been completed and all punch list items have been addressed.

The change order is due to additional 16-inch water main required to make a connection to the existing infrastructure. The signed change order is attached.

STAFF RECOMMENDATION

Approve Change Order No. 1 due to additional 16-inch water main pipe required.

FISCAL NOTE

This project was part of the 2025 Capital Project Approved Budget of \$750,000. Therefore, we are under budget, and no additional funding is required.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2025-_____, a Resolution to issue Change Order No. 1 for the W. Saint Martins Road (STH 100) Water Main Extension Project to Increase the Contract Price by \$3,776.20 to Globe Contractors, Inc.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 1
FOR THE W. SAINT MARTINS ROAD (STH100) WATER MAIN EXTENSION PROJECT
TO INCREASE THE CONTRACT PRICE BY \$3,776.20 TO GLOBE
CONTRACTORS, INC.

WHEREAS, on February 4, 2025, Common Council awarded the W. Saint Martins Road (STH 100) water main extension project to Globe Contractors, Inc., in the amount of \$501,977.00; and

WHEREAS, a modification of original contract quantities resulting in an increase cost of \$3,776.20; and

WHEREAS, the Change Order modifies the contract due to additional water main material being required; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Change Order No. 1 for the W. Saint Martins Road (STH 100) Water Main Extension Project be issued to Globe Contractors, Inc. to increase the contract price in the amount of \$3,776.20.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 1 on behalf of the City.

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 _____

CHANGE ORDER

No. 1

DATE OF ISSUANCE November 7, 2025

EFFECTIVE DATE November 19, 2025

OWNER City of Franklin

CONTRACTOR Globe Contractors, Inc.

Contract: W. Saint Martins Rd (STH 100) Water Main Extension

Project: W. Saint Martins Rd (STH 100) Water Main Extension

OWNER's Contract No. N/A

ENGINEER's Contract No. 2024-0950.26

ENGINEER GRAEF-USA Inc.

You are directed to make the following changes in the Contract Documents:

Description:

Change in quantities.

Reason for Change Order:

Change in quantities.

Attachments: (List documents supporting change)

Summary of quantities and unit prices

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 501,977.00</u>
Net Increase from previous Change Orders No. <u>0</u> to <u>0</u> : <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$ 501,977.00</u>
Net increase of this Change Order: <u>\$ 3,776.20</u>
Contract Price with all approved Change Orders: <u>\$ 505,753.20</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: 
ENGINEER (Authorized Signature)

APPROVED:

By: _____
OWNER (Authorized Signature)

ACCEPTED:

By: 
CONTRACTOR (Authorized Signature)

Date: November 7, 2025

Date: _____

Date: 11/7/2025

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/18/2025
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM FRANKLIN PEDIATRIC DENTISTRY – DR TRAVIS LEPERA (7661 W RAWSON AVE., TKN 755 0192 005)	ITEM NO. G.4.

BACKGROUND

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

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The enclosed agreements include the property of Franklin Pediatric Dentistry at W Rawson Ave.

ANALYSIS

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

OPTIONS

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

FISCAL IMPACT

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

RECOMMENDATION

Resolution 2025-____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Franklin Pediatric Dentistry – Dr Travis Lepera (7661 W. Rawson Ave. TKN 755 0192 005).

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 -

RESOLUTION TO AUTHORIZE ACCEPTANCE OF
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER
ACCESS EASEMENT FROM
FRANKLIN PEDIATRIC DENTISTRY – DR TRAVIS LEPERA
(7661 W RAWSON AVE., TKN 755 0192 005)

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

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

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

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

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

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

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

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

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM WATER MANAGEMENT ACCESS EASEMENT

Dr. Lepera Dental Office
7661 W Rawson Avenue, Franklin, WI
Tax Key No. 7550192005

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

WITNESSETH

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

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

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

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

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

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

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

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

ON THIS DATE OF: October 29, 2025

Lepera Estates LLC
as GRANTOR:

By: [Signature] Sole Owner (Seal)
Owner/Title Travis Lepera, Sole Member

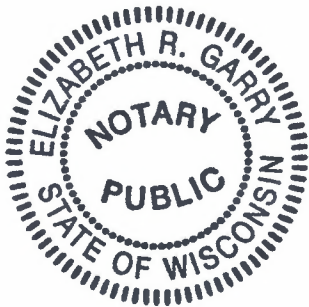
STATE OF WISCONSIN

COUNTY OF MILWAUKEE^{SS}

Before me personally appeared on the 29 day of October, A.D. 2025.

Travis Lepera
President or Name printed
Secretary or Name printed

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



Elizabeth R. Garry
Notary Public
(
My commission expires 9/3/28

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

^{SS}
COUNTY OF MILWAUKEE)

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

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

MORTGAGE HOLDER CONSENT

The undersigned, PNC Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on October 29, 2025, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

a Wisconsin Banking Corporation

By: Rebecca Vanasse

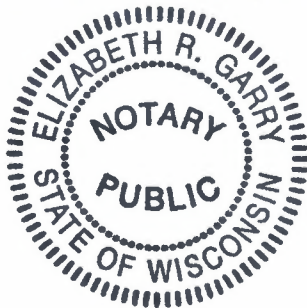
Name: Rebecca Vanasse

Title: Vice President

STATE OF WISCONSIN)

SS
COUNTY OF MILWAUKEE)

On this, the 29 day of October, 2025, before me, the undersigned, personally appeared Rebecca Vanasse, the Vice President of PNC Bank, 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.



Name: Elizabeth R. Garry

Notary Public Elizabeth R. Garry

State of WISCONSIN

County of MILWAUKEE

My commission expires: 4/3/28

This instrument was drafted by the City of Franklin.

Approved as to contents

City Engineer
Date: _____

Approved as to form only

City Attorney
Date: _____

Exhibit A

(Description of the Property)

LEGAL DESCRIPTION (AS FURNISHED)

KNIGHT BARRY TITLE GROUP, FILE No.: 2337287, COMMITMENT DATE: JULY 16, 2025 AT
8:00 A.M., LAST REVISED ON JULY 20, 2025

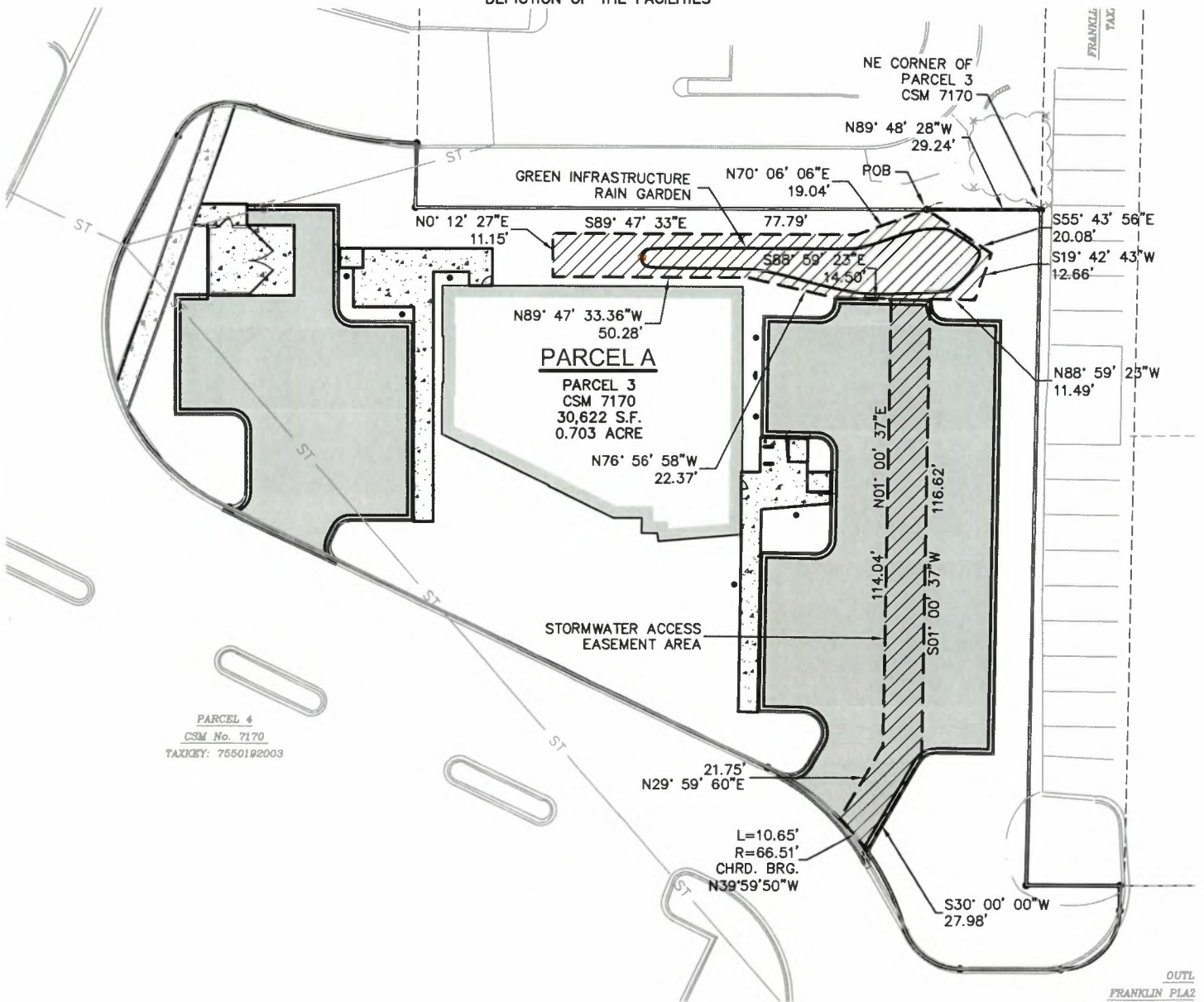
PARCEL A:

PARCEL 3, CERTIFIED SURVEY MAP NO. 7170, RECORDED AT THE MILWAUKEE COUNTY
REGISTERS OFFICE ON REEL 5473, IMAGE 3108, AS DOCUMENT NUMBER 8405275, BEING A
REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP No. 5937, EXCEPTING
THEREFROM THOSE LANDS CONVEYED TO MILWAUKEE COUNTY IN WARRANTY DEED
RECORDED FEBRUARY 23, 1999, REEL 4505, IMAGE 1260, AS DOCUMENT No. 7694071 AND
RE-RECORDED ON MARCH 30, 2001 AS DOCUMENT No. 8043928, ALL BEING A PART OF THE
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21
EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

File: \\JSD\new projects\2025\2515517\DWG\Civil Sheets\2515517 Civil Con Dox.dwg Layout: GREEN INFRA User: Patrick.Shay Plotted: Oct 28, 2025 - 10:38am

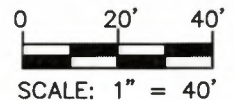
EXHIBIT B

DEPICTION OF THE FACILITIES



NOTES

1. FIELD WORK PERFORMED ON JUNE 12, 2025.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM (WisCRS), MILWAUKEE COUNTY THE NORTH LINE OF THE NORTHEAST 1/4 SEC. 09-05-21, RECORDED AS N89°50'43\"



SCALE: 1" = 40'



PROJECT:

**DR. LEPERA
DENTAL OFFICE**

7661 W RAWSON AVE., FRANKLIN, WI

SHEET TITLE:

**SWM ACCESS
EASEMENT EXHIBIT**

PROJECT NUMBER:
25-15517

DRAWN BY:
PJS

DATE:
10/27/2025

SHEET NUMBER:

EX-B

Exhibit C

(Description of Easement Area)

Being a part of Parcel 3 of Certified Survey Map no. 7170, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the Northeast corner of Parcel 3 of CSM 7170;
thence bearing N 89°48'28" W a distance of 29.24 feet to the point of beginning of the easement to be described;

thence bearing S 55°43'56" E a distance of 20.08 feet ;
thence bearing S 19°42'43" W a distance of 12.66 feet ;
thence bearing N 88°59'23" W a distance of 11.49 feet ;
thence bearing S 01°00'37" W a distance of 116.62 feet ;
thence bearing S 30°00'00" W a distance of 27.98 feet ;
thence along a curve to the left, having a radius of 66.51 feet a delta angle of 09° 10' 39", and whose long chord bears N 39°59'50" W a distance of 10.64 feet ;
thence bearing N 29°59'60" E a distance of 21.75 feet ;
thence bearing N 01°00'37" E a distance of 114.04 feet ;
thence bearing N 88°59'23" W a distance of 14.50 feet ;
thence bearing N 76°56'58" W a distance of 22.37 feet ;
thence bearing N 89°47'33" W a distance of 50.28 feet ;
thence bearing N 00°12'27" E a distance of 11.15 feet ;
thence bearing S 89°47'33" E a distance of 77.79 feet ;
thence bearing N 70°06'06" E a distance of 19.04 feet to the point of beginning;

Easement contains 2,967 s.f. of area.

STORM WATER FACILITIES MAINTENANCE AGREEMENT

Dr. Lepera Dental Office
7661 W Rawson Avenue, Franklin, WI
Tax Key No. 7550192005

This AGREEMENT, made and entered into this 29th day of October 2025 by and between, LEPERA ESTATES LLC, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

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

PARCEL 3, CERTIFIED SURVEY MAP NO. 7170, RECORDED AT THE MILWAUKEE COUNTY REGISTERS OFFICE ON REEL 5473, IMAGE 3108, AS DOCUMENT NUMBER 8405275, BEING A REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP No. 5937, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO MILWAUKEE COUNTY IN WARRANTY DEED RECORDED FEBRUARY 23, 1999, REEL 4505, IMAGE 1260, AS DOCUMENT No. 7694071 AND RE-RECORDED ON MARCH 30, 2001 AS DOCUMENT No. 8043928, ALL BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

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

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

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

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

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the green infrastructure plan approved on _____ by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.

2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, and as the Facilities are only Green Infrastructure, upon notice which is practical under the then circumstances. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management

practices and in no event shall this Agreement be construed to impose any such obligation on the City.

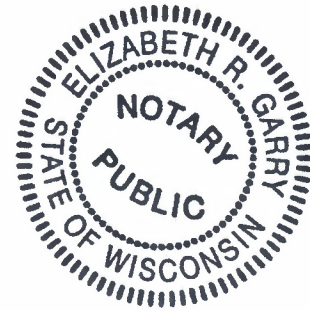
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

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

SEALED IN PRESENCE OF:

Lepera Estates LLC
as Owner

By: [Signature]
Name: Travis Lepera
Title: Sole Member



STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this 29 day of October, 2025 the above named Travis Lepera, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

Elizabeth R. Garry
Notary Public, Milwaukee County, WI
(Elizabeth R. Garry)
My commission expires: 4/3/28

CITY OF FRANKLIN

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

COUNTERSIGNED:

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

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

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

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

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

Form approved: _____
Jesse A. Wesolowski, City Attorney

EXHIBIT A

OPERATION AND MAINTENANCE INSPECTION REPORT STORMWATER MANAGEMENT PONDS City of Franklin

Name of Development : Dr. Lepera Dental Office

Responsible Party Name _____

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

Inspector Name _____ Address _____

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

Basin Location General Address 7661 W. Rawson Avenue Section No. NE ¼ of NE ¼ S9-T5N-R21E

Normal Pool ☐ Yes ☐ No

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

RAIN GARDEN INSPECTION AND MAINTENANCE

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

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

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

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

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

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

RAIN GARDEN MAINTENANCE TASKS, INDICATORS AND FREQUENCY

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

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

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

RAIN GARDEN EXPECTED ANNUAL MAINTENANCE

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

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

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

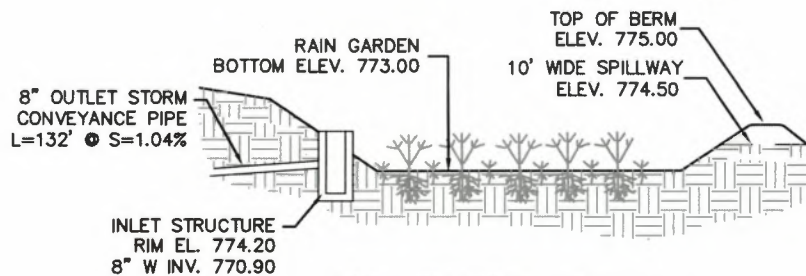
² Initial site inspection shall be completed mid-April after snowmelt. The site inspection should be the focus and other maintenance tasks **should not be considered** at this time. Site inspections conducted after 2-inch rainfalls can be combined with other maintenance tasks as needed.

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

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

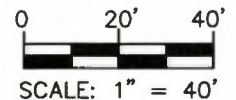
If ornamental grasses are used, they are not mown, but usually trimmed back in early spring of each year.

DEPICTION OF THE FACILITIES



NOT TO SCALE

1. FIELD WORK PERFORMED ON JUNE 12, 2025.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM (WisCRS), MILWAUKEE COUNTY THE NORTH LINE OF THE NORTHEAST 1/4 SEC. 09-05-21, RECORDED AS N89°50'43"W.



PROJECT:
**DR. LEPERA
DENTAL OFFICE**

7661 W RAWSON AVE., FRANKLIN, WI

SHEET TITLE:
**SWM DEPECTION
& DESCRIPTION**

PROJECT NUMBER:
25-15517

DRAWN BY: PJS

DATE: 10/28/2025

SHEET NUMBER:

EX-B

EXHIBIT C
LEGAL DESCRIPTION OF AREA

COMMENCING AT THE NE CORNER OF PARCEL 3 OF CSM 7170;
THENCE BEARING N 89°48'28" W A DISTANCE OF 29.24 TO THE POINT OF
BEGINNING OF THE AREA TO BE DESCRIBED;

THENCE BEARING S 55°43'56" E A DISTANCE OF 20.08 FEET ;
THENCE BEARING S 19°42'43" W A DISTANCE OF 12.66 FEET ;
THENCE BEARING N 88°59'23" W A DISTANCE OF 35.99 FEET ;
THENCE BEARING N 76°56'58" W A DISTANCE OF 22.37 FEET ;
THENCE BEARING N 89°47'33" W A DISTANCE OF 50.28 FEET ;
THENCE BEARING N 00°12'27" E A DISTANCE OF 11.15 FEET ;
THENCE BEARING S 89°47'33" E A DISTANCE OF 77.79 FEET ;
THENCE BEARING N 70°06'06" E A DISTANCE OF 19.04 FEET ;
TO THE POINT OF BEGINNING.

SAID DESCRIBED AREA CONTAINS 1,567 SQUARE FEET

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/18/2025
REPORTS & RECOMMENDATIONS	JPM Acoustics Noise Vibration Unauthorized Additional Work & Amendment A Request	ITEM NUMBER <i>C. 6.</i> Ald. District #6

MATTER

The City's contracted sound consultant, JPM Acoustics Noise Vibration ("JPM"), performed approximately \$27,750 in additional work between September 11th and 28th, 2025, without the prior written authorization required under the City's professional services agreement. JPM has submitted "Amendment A" requesting retroactive approval and reimbursement. Amendment A has been included for your review.

The City Attorney has advised that paying for unapproved work is not permissible under the contract, is generally unacceptable, and could reflect poorly on the City. However, the additional work constitutes the only comprehensive on-site, multi-event data collected for the City's sound-mitigation plan. A full denial may jeopardize project continuity and future cooperation.

Council direction is required.

BACKGROUND

- On May 6, 2025, the Common Council approved JPM's base proposal for sound monitoring, mitigation analysis, and compliance review.
- The executed agreement requires prior written authorization for any additional work or change orders.
- JPM began authorized work following the August 14th Notice to Proceed.
- Between September 11th and 28th, JPM conducted additional onsite monitoring at multiple venues and events, including Luxe Golf, Umbrella Bar, MOSH Building events, and other high-amplification activities.
- JPM acknowledged that they typically seek written approval before performing additional work, but proceeded in this instance based on onsite conditions and their professional assessment of what was necessary to deliver a complete mitigation plan.
- Administration notified JPM on October 22nd that the City cannot assume financial responsibility for work performed without preauthorization.
- The City Attorney noted this situation is highly unusual.
- The Mayor expressed concern that the City should not pay for work it did not agree to.
- Practically, the additional work forms the primary dataset needed for final mitigation recommendations.

ANALYSIS

Under the contract, the City has no obligation to pay for unauthorized work. The agreement is explicit.

Operationally, the unauthorized work serves as the foundation for the Council's expected mitigation recommendations. A full denial may risk losing the consultant and delaying the City's ability to enact mitigation for 2026 events.

FINANCIAL IMPACT

Requested reimbursement is \$27,750. Further obligations arise only if the Council authorizes an amendment.

COUNCIL ACTION REQUESTED

OPTIONAL MOTIONS:

OPTION 1 — NEGOTIATE A REVISED AMENDMENT

Motion:

Move to direct the City Administrator and City Attorney to review JPM Acoustics' Amendment A request for the unauthorized work performed between September 11–28, 2025, and to negotiate a revised amendment based on the value of the work to the City's sound mitigation study. The negotiated amendment, with any necessary technical corrections, shall be returned to the Common Council for approval.

Pros: Balanced, preserves project continuity, protects contract rights.

Cons: Requires a second Council approval step and additional time before final resolution.

OPTION 2 — APPROVE A MODIFIED AMENDMENT / PARTIAL PAYMENT

Motion:

Move to authorize the City Administrator and City Attorney to prepare a modified Amendment A providing partial reimbursement for specific components of the September 11–28, 2025 work that directly contributed to the City's mitigation plan, and to return the finalized amendment, with any necessary technical corrections, for Council approval.

Pros: Pays for value received; supports consultant continuity.

Cons: Requires a second approval and time for staff to finalize details.

OPTION 3 — APPROVE FULL AMENDMENT A (One-Time Exception)

Motion:

Move to authorize Amendment A in the amount of \$27,750 as a one-time exception due to the unusual circumstances of the project timeline, and direct the City Administrator and City Attorney to finalize the amendment with any necessary technical corrections, reaffirming that all future work outside the executed scope requires prior written approval.

Pros: Immediate continuity; no delay.

Cons: Sets a precedent of paying for unauthorized work; less defensible.

OPTION 4 — DENY REIMBURSEMENT

Motion:

Move to deny reimbursement for the unauthorized work performed by JPM Acoustics between September 11–28, 2025, as it was completed without prior written authorization required under the City's professional services agreement, and to direct staff to reaffirm pre-approval requirements for any future changes in scope.

Pros: Strict contract compliance.

Cons: Risks consultant withdrawal; delays mitigation efforts.

RECOMMENDATION (Option 1 or 2)

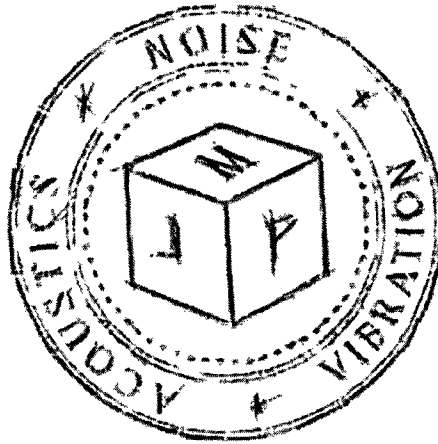
Administration recommends that the Council consider either directing staff and the City Attorney to negotiate a revised Amendment A (Option 1), or authorizing partial reimbursement through a modified amendment (Option 2), in a manner that:

1. Recognizes the practical value of the data collected;
2. Preserves the consultant relationship and project continuity;
3. Protects the City's existing contract requirements; and
4. Avoids establishing a precedent of paying for fully unauthorized work.

Mayor – JRN; DOA – KH; Legal Dept. - jw

JPM

Acoustics Noise Vibration



[www.Acoustical Noise Vibration.com](http://www.AcousticalNoiseVibration.com)

+1 888 - 88 - NOISE

+1 888 - 88 - 66473

engineering@AcousticalNoiseVibration.com

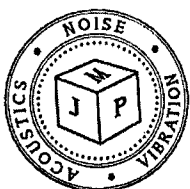
JohnMatagos@AcousticalNoiseVibration.com



PROPOSAL FOR:

"RFP #25-001 SOUND MONITORING, NOISE MITIGATION, & COMPLIANCE SERVICES"

City of Franklin, WI



JOHN MATAGOS LLC

+1 888-88-66473

+1 888-88-NOISE

Engineering@AcousticalNoiseVibration.com
JohnMatagos@AcousticalNoiseVibration.com

Table of contents

From RFP #25-001 SOUND MONITORING, NOISE MITIGATION, & COMPLIANCE SERVICES Section 4 – Proposal Requirements

A. Company Background & Experience

1. Provide at least three (3) municipal references for similar work.
2. Documented experience with stadium/event noise monitoring and mitigation techniques.
3. Describe your firm (size, location, staffing level, longevity, etc.).
4. Explain your firm's approach to successfully providing these services, including what you see as your role and how you communicate with the City.
5. Explain your expectations for the City and its staff regarding your ability to successfully provide sound monitoring and mitigation services.

B. Technical Proposal & Approach

1. Detailed methodology for noise monitoring & mitigation strategies.
2. Specifications for real-time monitoring system & compliance tracking.
3. Please identify specialized computer software packages and other technology tools used to service your clients.
4. Describe, in detail, your firm's data analysis process, including the methods and strategies you employ and the type of reports and forms that the City can expect as part of this engagement.
5. Explain the levels and types of service provider audits that you have recommended for existing clients.

C. Staffing Plan

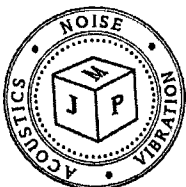
1. Provide names & qualifications of key personnel.
2. Certifications in acoustic engineering, sound mitigation, and environmental noise control.

D. Cost Proposal

Table 1.

1. Proposals must outline the full scope of monitoring services, including anticipated costs for implementation by the responsible parties at BPC.
2. Fixed cost for monitoring services.
3. Hourly rates for consulting, mitigation planning, and enforcement support.
4. Breakdown of software/hardware expenses.

Table 2. AMENDMENT A – September 11 to 28, 2025



JOHN MATAGOS LLC

+1 888-88-66473

+1 888-88-NOISE

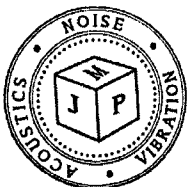
Engineering@AcousticalNoiseVibration.com
JohnMatagos@AcousticalNoiseVibration.com

JPM
Acoustics Noise Vibration
LLC

E. An authorized officer to execute legal documents on behalf of the organization shall sign the proposal.

F. Appendix/Portfolio:

SEE ADDITIONAL DOCUMENT PROVIDED "JPM ACOUSTICS NOISE VIBRATION_STATEMENT OF QUALIFICATIONS (SOQ)"



JOHN MATAGOS LLC

+1 888-88-66473

+1 888-88-NOISE

Engineering@AcousticalNoiseVibration.com
JohnMatagos@AcousticalNoiseVibration.com

JPM
Acoustics Noise Vibration

A. Company Background & Experience

1. Provide at least three (3) municipal references for similar work.

Municipal project references:

#1 STANISLAUS COUNTY Parks & Recreation, CA

Dirty Bird Outdoor Music Festival

>15,000 participants multiple day outdoor music festival. 5 Large scale music stages with performances going into late nighttime hours (4am). Environmental noise control study. Noise impact of increased traffic count evaluation and consultation. Monitoring of ambient levels and traffic counts prior to event initiation. Monitoring of traffic noise levels near identified noise sensitive locations (residential) during event with manned acoustical engineer & real time exceedance alerts. Continuous noise monitoring at multiple positions for the entire duration of event.

#2 STANISLAUS COUNTY Parks & Recreation, CA

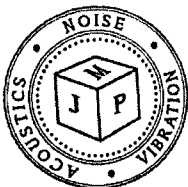
All Day I Dream Outdoor Music Festival

>10,000 participants multiple day outdoor music festival. 5 Large scale music stages with performances going into late nighttime hours (3am). Environmental noise control study. Noise impact of increased traffic count evaluation and consultation. Monitoring of ambient levels and traffic counts prior to event initiation. Monitoring of traffic noise levels near identified noise sensitive locations (residential) during event with manned acoustical engineer & real time exceedance alerts. Continuous noise monitoring at multiple positions for the entire duration of event.

Reference contacts:

#3 CRSSD San Diego County Parks and Recreations Music Festival.

One of the Largest Music Festivals in San Diego. JPM Acoustics Noise Vibration conducted all acoustical engineering work including environmental noise planning, noise monitoring during event with real time alert and engineer onsite. Generated reports of data collected, exceedances that may have occurred, compliance with project specifications, local code compliance analysis, etc.



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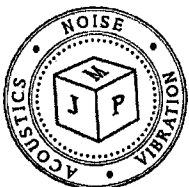
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2. Documented experience with stadium/event noise monitoring and mitigation techniques.

Please see part: "1. Provide at least three (3) municipal references for similar work". Our principal engineer to manage exclusively the project, who has international experience of identical requirements. Our firms resume includes a large number of national and international projects. We have specialized exclusively since 2006 in Acoustics Noise & Vibration with our current Principal as our founding member and managing principal. Our firm also included engineering since 1979.

References to be provided upon request from numerous government and private clients on projects of the highest caliber and qualification requirements in our field.



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3. Describe your firm (size, location, staffing level, longevity, etc.).

JPM Acoustics Noise Vibration is based in Los Angeles, CALIFORNIA, USA and specializes in the field of Acoustical Engineering. The firm has been established in Athens, GREECE, EU, since 2006, and Los Angeles, CALIFORNIA, USA, since 2009.

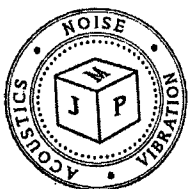
We have the ability to provide our services internationally with the firm's principal engineer and engineering team including a resume with projects in several countries in the EU and several states in the U.S.A.

Our services include:

- Environmental Noise Planning. Control design, mitigation study, evaluation of compliance, predictions.
- Building Noise Control Design.
- Interior Acoustics Design.
- State of the art computer 3D Modeling prediction, consulting, expert certification and design services.
- State of the art noise and vibration analyses. Including continuous environmental monitoring, with real-time alerts, real-time online data presentation and remote data access to minimize cost of onsite technicians and other personnel. Daily, weekly, bi-weekly, monthly reporting as required
- Custom design, manufacturing, and onsite installation supervision of Noise & Vibration Mitigation Technologies and Materials. Including custom design, material provision, custom built, and onsite installation of temporary or permanent: Noise Enclosures, Noise Barriers, Noise Blankets, Interior Acoustics technologies, Vibration Control Technologies, and more.
- Pre-built phase building noise insulation design, post built measurements for building noise control performance according to city, state, country, or any other project requirements in relation to NIC, STC, IIC performance. Our firm provides also certifications for design and measurements services to residential buildings in order to assist property owners to evaluate value of such buildings.

We have the ability to predict, design, monitor, and control, noise and vibration for a wide variety of applications including:

- Mechanical Equipment of any size from tiny to Industrial size.
- Construction & Demolition Operations. Pile Driving. Shoring, etc.
- Environmental Noise & Vibration Impact Evaluations.



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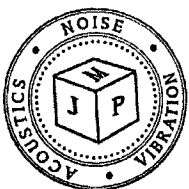
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- Oil & Gas Drilling, Fracking and Production.
- Industrial Facilities Operations.
- Residential & Commercial Noise Ordinance Compliance Assessments.
- Underwater Acoustic Studies – Hydro acoustic Monitoring & Analysis.
- Railway Agencies, Airport & Air Traffic Agencies, Highway Agencies.
- Recording Music Studios, Houses of Worship.
- Residential & Commercial Buildings.
- Research and Development of Noise & Vibration Control design for any products.



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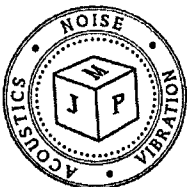
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4. Explain your firm's approach to successfully providing these services, including what you see as your role and how you communicate with the City.

- Our firm will take a collaborative, data-driven approach to sound monitoring, noise mitigation, and compliance enforcement. We aim to seamlessly integrate with the City of Franklin's existing enforcement teams and law enforcement to ensure real-time response and regulatory compliance.
- We will establish clear communication channels with City officials, law enforcement, and venue operators, including regular updates, automated reporting systems, and real-time alerts.
- Our team will assign a dedicated project manager who will be the primary point of contact for the City, ensuring efficient coordination, transparent reporting, and swift issue resolution.
- Our firm's principal acoustical engineer will be the chief overseeing and making any decisions in relation to predictions, calculations, John Matagos.
- The planning phase will include detailed analysis, evaluation and prediction phases. All calculations and documents executed by our principal acoustical engineer, John Matagos. With international experience in identical projects.



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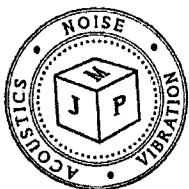
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5. Explain your expectations for the City and its staff regarding your ability to successfully provide sound monitoring and mitigation services.

- Access to Existing Infrastructure: We request collaboration in obtaining access to current monitoring sites, enforcement protocols, and noise ordinance details to align our strategy with the City's expectations. Nevertheless, such access requirements will be minimal and we know we can collect ample data for decision making, planning, and designing mitigations.
- Ongoing Coordination & Data Sharing: City staff should provide input on enforcement measures, and public transparency initiatives. Regular meetings will ensure all stakeholders remain aligned.
- Enforcement Support & Legal Oversight: While we provide automated tracking and expert analysis, the City's law enforcement and compliance officers will play a key role in enforcing regulations and responding to noise violations.



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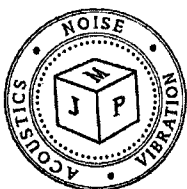
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B. Technical Proposal & Approach

1. Detailed methodology for noise monitoring & mitigation strategies.

- Utilize ANSI Type 1 sound meters with strategic placement across BPC to ensure accurate noise data collection.
- Implement real-time exceedance tracking (1-second, 10-second, 30-second intervals) and automated alerts to enforcement teams.
- Conduct monthly calibration audits to maintain accuracy and compliance with Franklin Noise Ordinance 2024-8109.
- Develop customized noise mitigation strategies, including speaker placement optimization, sound barriers, and low-frequency reduction techniques.



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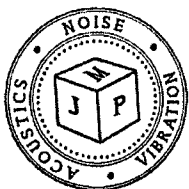
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2. Specifications for real-time monitoring system & compliance tracking.

- Deploy a cloud-based dashboard that provides continuous live noise level readings, public reporting, and historical exceedance data.
- Integrate automated alerts (SMS, email) to notify enforcement officers, venue operators, and City officials of noise exceedances.
- Implement escalation protocols to prevent recurring violations, with documented enforcement actions.
- Additionally, equip the system with meteorological sensors for improved accuracy and environmental noise impact assessment.



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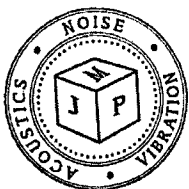
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3. Please identify specialized computer software packages and other technology tools used to service your clients.

- Larson-Davis 831 Sound Monitors and additional ANSI Type A sound level meter with Type 1 microphone, for precise noise measurement.
- Proprietary real-time compliance software with a web-based dashboard for tracking, alerts, and public transparency.
- Acoustic modeling software to predict noise spillover and test mitigation strategies.
- Data analysis tools to generate reports, trend analyses, and regulatory insights.



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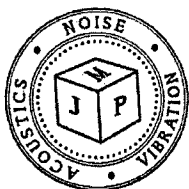
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4. Describe, in detail, your firm's data analysis process, including the methods and strategies you employ and the type of reports and forms that the City can expect as part of this engagement.

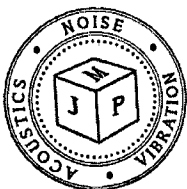
- We utilize big-data analytics to assess noise levels, event-based trends, and long-term compliance performance.
- Reports include detailed sound maps, exceedance heatmaps, trend analysis, and ordinance violation summaries.
- We provide monthly compliance reports with graphical trend analysis, violation history, and mitigation recommendations.
- Automated community complaint tracking can be integrated into the dashboard for public transparency and engagement.



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5. Explain the levels and types of service provider audits that you have recommended for existing clients.

- Quarterly audits of monitoring equipment to verify compliance and accuracy.
- Randomized enforcement checks conducted with law enforcement for real-world compliance validation.
- Annual ordinance reviews with City officials to assess the effectiveness of regulations and recommend updates based on industry best practices.
- Stakeholder engagement audits, including surveys and public feedback reviews, to align mitigation efforts with community expectations.



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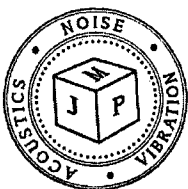
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JohnMatagos@AcousticalNoiseVibration.com

C. Staffing Plan

1. Provide names & qualifications of key personnel.

Personnel

- JPM Acoustics Noise Vibration is operated by Principal Acoustical Engineer John Matagos, with education and working experience in the field of Acoustical Engineering, Noise & Vibration since 2002.
- All field technicians, and engineers are trained and supervised by our Principal Acoustical Engineers. Our firms' Principal Acoustical Engineer and owner, John Matagos, holds a Bachelor's and Master's Degree (Meng) from one of the most prestigious University internationally in the field of Acoustical Engineering, Noise & Vibration. University of Southampton, U.K. – I.S.V.R.
- Mr. Matagos also holds a second Master's degree in Acoustic Composition, from the world-famous University of London, U.K.
- John has worked at research facilities of international reputation from a very young age (19 years old – Celestion Loudspeakers, 20 years old – Rolls Royce Motor Cars). Since the completion of his education, Mr. Matagos has been involved with large scale construction projects in Greece, the United Kingdom and the United States. Has worked with some of the major Acoustical Consulting firms and projects in the UK, USA, GREECE, and has developed a reputation with JPM Acoustics Noise Vibration as a highly reliable consultant in his field.
- JPM Acoustics Noise Vibration has several onsite trained assistant and office operators to facilitate the smooth development and completion of any project we undertake.



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Principal Acoustical Engineer

John Matagos (MEng & MMus)

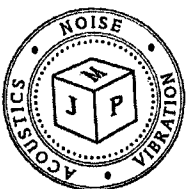
Title: Principal Acoustical Engineer, Noise & Vibration Consultant

Education:

Institute of Sound and Vibration Research. I.S.V.R University of Southampton, UK.
Masters & Bachelors in Acoustical Engineering (MEng)

University of London, UK.
Masters in Acoustic Composition (MMus)

Cambridge University, U.K
Proficiency Degree in English Language



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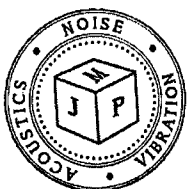
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2. Certifications in acoustic engineering, sound mitigation, and environmental noise control.

JPM Acoustics Noise Vibration is a member of:

- Acoustic Society of America (ASA).
- Institute of Noise Control Engineering USA (INCEUSA).



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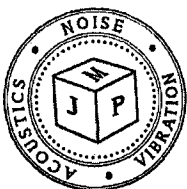
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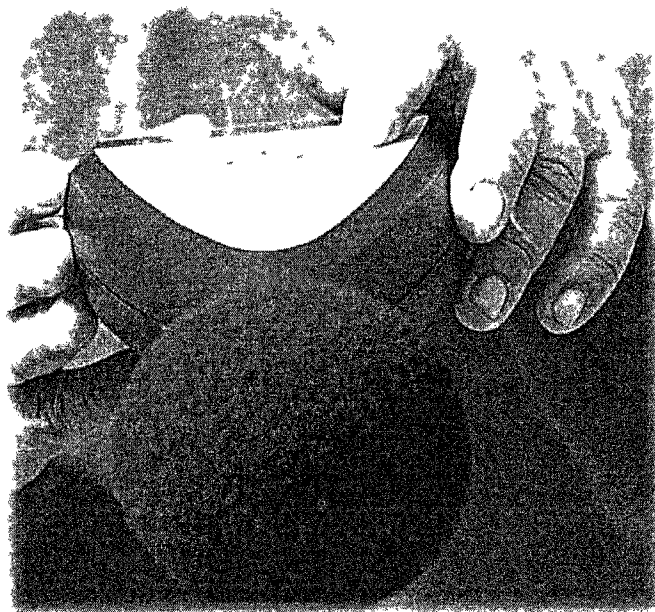
Engineering@AcousticalNoiseVibration.com
JohnMatagos@AcousticalNoiseVibration.com

D. Cost Proposal

1. Proposals must outline the full scope of monitoring services, including anticipated costs for implementation by the responsible parties at BPC.
2. Fixed cost for monitoring services.
3. Hourly rates for consulting, mitigation planning, and enforcement support.
4. Breakdown of software/hardware expenses.

Please find our cost proposal, including all four requirements, below:

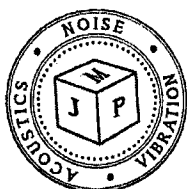




BRIEF

NOISE NUISANCE MITIGATION

- Monitoring
- Noise Study
- Onsite Measurements
- Onsite visit & Evaluation
- Consultation & Design



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4/17/2025 & AMENDMENT A - 9/24/2025

Project: **#2025-001 "RFP-Sound Monitoring Noise Mitigation and Compliance Services-Franklin"**

Agency: City of Franklin, Wisconsin

Dear City of Franklin,

In response to your request for proposal and provided specification documents. In Table 1, that follows in this document, please find descriptions and pricing for our required services and products.

Our firm can provide all required services, technologies and mitigation products.

Our firm guarantees I will be the Principal Acoustical Engineer, throughout the entire project duration. I will be available to support the project as needed at any time.

We are very interested in this project and have very strong past experience; references can be provided upon request. Our firm has national and international experience since 2006 in the field of Noise Control, with a history starting since 1979.

During planning phase, we will review project specifications and consult in any potential amendments that will reduce costs of execution or benefit the City of Franklin otherwise.

I will be looking forward to your reply and will be available to answer any questions.

Sincerely yours,

John Matagos

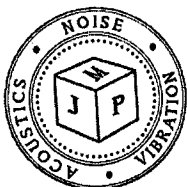
Managing Principal Acoustical Engineer, Noise & Vibration Consultant

Master's in Acoustical Engineering - MEng (Honors) University of Southampton - I.S.V.R

Master's in Acoustic Composition – MMus (Honors) University of London – Goldsmith's

Member of ASA (Acoustical Society of America)

Member of INCE USA (Institute of Noise Control Engineering USA)



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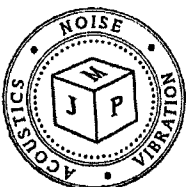
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See **APPENDIX B**, in this document, for details in relation to each items described in Table 1. Including restrictions and relevance to project specifications document.

Table 1. Descriptions & Pricing

Services / Products	Price
PROJECT GOAL IS TO IDENTIFY POTENTIAL SOLUTIONS AND EXECUTION COSTS TO MITIGATE AS BEST POSSIBLE THE NOISE NUISANCE EXPERIENCED BY CITY RESIDENTS IN RELATION EVENTS BY THE ROCK SPORTS COMPLEX (ROC) in the City of Franklin, WI, USA. Services to be provided: 1. Study in detail all existing noise level data collected of past events, including Acoustic Study of 2023, ongoing online data, and any other material relevant that the city may be able to provide our firm. Such as, but not limited to, noise nuisance complaint logs, communications with Rock Sports Facility (ROC) 2. Review of noise ordinances, participation in public meetings, meetings with city representatives, ROC representatives or other as needed. In order to make the most out of our effort, and attempt to get close to identifying and prescribing noise mitigation solutions. 3. Conduct basic/preliminary measurements INSIDE the ROC areas generating the most noise levels of concern. Including PA systems, etc. Assuming one day of principal acoustical engineer onsite, with the co-operation of ROC representative allowing JPM to use and operate the PA system/s and take sound level measurements. 4. Conduct onsite measurements for one major weekend event, with senior engineer onsite, and multiple noise monitoring positions, with multiple noise analyzers, unsupervised stations. 5. Replacement of existing ongoing noise monitoring equipment, with identical or similar features, as best serving the project goals. Three (3) continuous monitoring locations for two (2) months. It must be noted that there will be a monthly charge of \$8,150. After the first two (2) month period, in order to maintain monitoring systems in place. • It is advised to maintain monitoring until noise mitigation measures are implemented in full.	



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- Also, it is advised to maintain the three monitoring locations after implementation, for at least 3 months or enough time for all noise intensive types of events occur. JPM can provide evaluation and certification post-implementation prior to finalizing continuous monitoring. 6. Conduct environmental noise control prediction study. Results to be provided in document/report format, in 3D acoustic color maps, presentation. Presentations for one (1) scenario. Principal consultant will consider numerous scenarios and calculations prior to final recommendations to client, which will be the deliverable document on. Use state of the art software 3D simulation as part of the methodology. All aforementioned items (1 to 6), unless explicitly described, will be provided by our firm for a sum total of \$78,500. Additional services required to complete a noise mitigation effort from design to implementation. Not included in tasks 1 to 6 above: - Materials, manufacturing, onsite delivery, supervision of installation, of any noise mitigation measures and prescribed during tasks 1 to 6 above. - Interior Acoustics and Sound System designs. This can serve any space, indoor or outdoor, of the ROC. Pricing and methodology will be best identified after item 3 initiation. Improving the sound experience of the ROC patrons can also be a design effort that will be conducted in conjunction with the Environmental Noise Control Design (task 3). Note 1: All calculations will be conducted and certifications signed by our Principal Acoustical Engineer with a Bachelor's and Master's degree in Acoustical Engineering, and 23 years of professional national and international experience in the field.	
SUM TOTAL	\$78,500.00

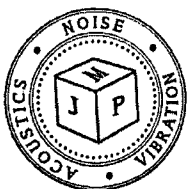
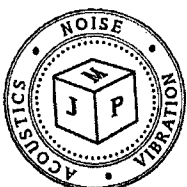


Table 2. Amendments Phase A: September 11 to 28, 2025

AMENDMENTS PHASE A	Price
AFTER ONSITE SURVEY AND EVENT/S MONITORING. The following additions are/were necessary to execute successfully the best interests of the project goals. The list below states <u>completed tasks</u> until Sunday, September 28th, 2025. Additionally, included are required <u>proposed tasks</u> to ensure best practices and successful completion of this phase of the project. <u>ADDITIONAL COMPLETED TASKS</u> 1. Individual Noise levels report to be provided to Franklin City Police Department, of data collected during Tacos & Tekila weekend event. 2. Principal Acoustical Engineer remained onsite for an additional sixteen (16) days. Onsite surveys, meetings, week and weekend events. The Taco & Tekila are already included in original contract sum total. September 11th to September 14th. 3. Onsite study of the following additional events: - Luxe Golf (general operations multiple dates). - Umbrella Bar. Regular playback PA system operations. (Multiple events). - Umbrella Ba. (Live Band & Stage PA operation). - MOSH Building events. Enclosed, large Barn Structure Adjacent to Luxe Golf. Including Navaratri Garba event. (multiple dates). - Halloween Stage (two days event Sep 26 & 27). 4. Use of one (1) hand held noise level analyzer, with upgraded 1/3 octave band frequency analysis, and continuous audio recording capacity of. Additional fees do not include the planned three (3) noise monitoring stations. 5. All three (3) originally planned stationary noise monitoring stations collected frequency octave band analysis. This is important for proper evaluation and computation of noise control measures. Frequency analysis is not collected by existing ROC monitors, or any audio under 75 dBA levels.	\$27,550.00
SUM TOTAL	\$27,750.00



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ADDITIONAL PROPOSED TASKS

1. Provide, install, and maintain, four (4) continuous monitoring stations with real time alerts, audio function enabled, and frequency analysis. Prior to mitigation measures execution. Maintain after mitigations are applied for a period of time to evaluate reductions achieved and consider if required ordinance update.
2. Calibrate existing, three (3) ROC monitoring stations with 3rd party laboratory certification. Provide
3. Evaluation of potential benefits of relocation of existing ROC noise monitoring stations.
4. Management, collection, reporting, of all noise level data, on dates of significance.
5. Include real time alerts and communication with local authorities for ordinance enforcement, of existing ROC noise monitoring stations, and proposed. JPM to co-ordinate with local Police Department to streamline any need for noise nuisance complaints, evaluation in real-time during identified events/dates of interest, reporting of data for citation evaluation by local police department.

Total fees for additional tasks to be identified, based off total durations, and other details to be discussed and decided during the noise mitigation plan period, currently ongoing.

Proposal accepted by:

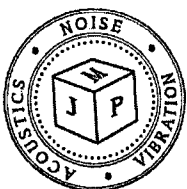
Name

Address

Signature

Date

Terms: Net 30. Terms as stated or otherwise agreed upon in separate documents. Any final report to be submitted within 1 - 4 weeks after payment. Please email the signed proposal to Johnmatagos@acousticalnoisevibration.com in order to initiate the project. Itemized prices are for clients understanding on services to be provided and calculating total cost. The total cost is a non-negotiable one price for this contract. For all product availability and specific delivery dates additional communications may be required. All concepts, drawings, and technologies, used or discussed during this project, are the intellectual property of JPM Acoustics Noise Vibration – John Matagos LLC, and cannot be utilized on any other instance besides the specific project sections and services described in this document. For equipment rental insurance must be provided by renter to ensure coverage of any damages. Pricing not including tax or annual 5% inflation increase on top of pricing for projects longer than one (1) year. Pricing valid for six (6) months.



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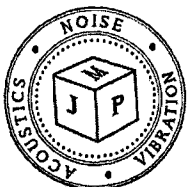
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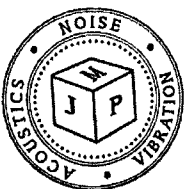
APPENDIX A

"General Rates Tables"



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SEE PROPOSAL SUM TOTAL ON PAGE 23 OF THIS DOCUMENT



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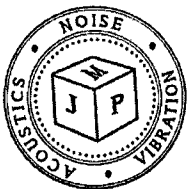
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APPENDIX B

“Services / Products Analysis”



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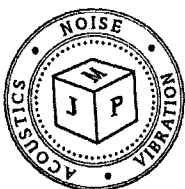
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HAVE BEEN UPDATED DURING MEETING TO MEET STATEMENTS OF TABLE 1, IN COST PROPOSAL SECTION OF THIS DOCUMENT



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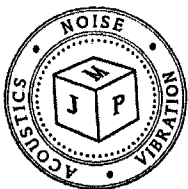
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APPENDIX C

“Specifications document: RFP-Sound Monitoring Noise Mitigation and Compliance Services-Franklin.
Scope of Work Section”



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Section 3 - SCOPE OF WORK

I. CONTINUOUS NOISE MONITORING SYSTEM

A. Define specific measurement techniques, including:

1. Use of ANSI Type 1 sound meters for precision monitoring.
2. 10-second averaging as a baseline measurement taken when no events or noisy operations are occurring at the BPC and no additional externalities of occasional environmental noise such as airplane, snowmaking, lawnmowing, leaf/snow blowing occur during the 10-second baseline, possible recommendation baseline measurements in March.
3. Real-time 1-second, 10-second, and 30-second exceedance tracking.

B. Comply with Franklin noise ordinance sections governing exceedance levels as determined by the receiving district boundary.

C. Clearly state decibel thresholds compliance methods and measurement protocol methods used for determining exceedances.

D. Maintain and calibrate Larson-Davis 831 or equivalent ANSI Type 1/Class 1 sound monitors.

E. Monitor both A-weighted & C-weighted decibel levels, specifically addressing lowfrequency noise impact.

F. Integrate meteorological sensors (wind speed, direction, temperature, humidity) to contextualize noise readings and improve data accuracy.

II. REAL-TIME COMPLIANCE TRACKING & ALERTS

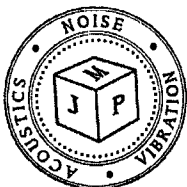
The selected vendor must implement an automated noise exceedance violation alert system, included in the publicly accessible live stream monitor dashboard, and integrate with Law Enforcement and event operators to facilitate real-time compliance. Alerts shall be configured as follows:

A. Immediate SMS & Email Notifications of exceedance sent to:

1. Franklin Police Department Noise Enforcement Unit
2. BPC Event Operations & Venue Management
3. City Administration (Director of Administration, Compliance Officers, and relevant departments)

B. Escalation Protocols:

1. First Exceedance: The vendor records and archives event data, including the audio recording for the duration of the exceedance, into the publicly accessible



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monitoring dashboard as an alert.

2. Second Exceedance (Exceedance Within 30 Min. of first exceedance): Vendor supplies SMS notice to Franklin Police and BPC. Event staff must acknowledge and reduce sound levels. The second exceedance protocol prevents excessive noise from persisting for any duration and ensures that the second exceedance process does not reset to the first exceedance after 30 minutes. Instead, it allows time for corrective actions to mitigate and reduce noise levels within 30 minutes of notice.

3. Third Exceedance (If Unaddressed and Unmitigated): Immediate notification of enforcement action required sent to the City Police Department to process violation, citation, or fine.

C. Automated notifications for noise exceedances sent to:

1. Franklin Police Department & City Officials.
2. BPC Event Management & Operations Team.
3. Community Stakeholders (if applicable).

D. Monitoring equipment failure triggers an immediate automated alert, followed by onsite manual measurements by the Police Department within a reasonable notification timeframe. Monitor failure must prompt scheduled repair(s) and/or replacement(s) to ensure continuous monitoring data from each monitor.

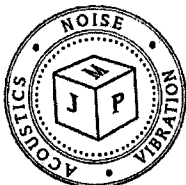
III. ENFORCEMENT & REPORTING SUPPORT

A. Provide monthly reports detailing:

1. Noise violations, exceedances, calibration compliance, and event-based tracking in 1-second intervals for A-weighted and C-weighted decibels.
2. Data visualization of trends (heatmaps, exceedance mapping).
3. All recorded sound levels, including daytime and nighttime analysis.

B. Assist in regulatory review and ordinance refinement, including:

1. Evaluating current Franklin noise ordinances for effective sound monitoring and mitigation of A-weighted and C-weighted noise.
2. If existing municipal codes and ordinances are insufficient, the consultant shall develop a proposed noise ordinance, including low-frequency noise, in accordance with industry best practices.
3. Provide a draft ordinance for presentation and potential adoption by the Franklin Common Council, incorporating science-based data on



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environmental noise pollution to support clear and effective mitigation measures in the proposed regulations.

C. Provide expert testimony in potential legal or regulatory cases.

D. Train Franklin Law Enforcement Officers in handheld decibel meter use for real-time field enforcement.

IV. NOISE MITIGATION & SPEAKER OPTIMIZATION

A. The selected vendor shall conduct a comprehensive acoustic impact study, assessing:

1. Speaker placement adjustments to optimize sound directionality and minimize offsite noise bleed.

2. Installation of sound barriers & acoustic absorption panels at key impact zones.

3. Implement Digital Signal Processing (DSP) and auto-limiting controls to cap volume levels.

4. Low-frequency noise reduction strategies to mitigate noise and vibrations crossing into surrounding districts.

5. Monthly sound calibration audits to ensure continuous compliance with Franklin Noise Ordinance 2024-8109.

B. Evaluate and recommend optimized speaker configurations for Ballpark Commons (stadium, umbrella bar, Luxe Golf, etc.).

C. Propose physical noise barriers, auto-limiting speaker technology, and directional sound solutions.

D. Develop predictive acoustic modeling to assess and mitigate potential sound spillover.

E. Reports shall include current scientific research and best practices on adverse impacts from environmental noise on public health and well-being and offer recommendations for mitigation.

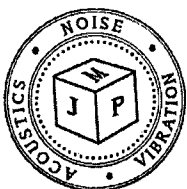
V. PUBLIC DASHBOARD & COMMUNITY TRANSPARENCY

A. The selected consultant must develop and maintain a publicly accessible online portal that provides:

1. Continuous Live noise level readings from all monitoring stations in 1-second intervals for both A-weighted and C-weighted measurements.

2. Archived exceedance data and community complaint tracking.

3. Noise event history & violation logs, with a minimum of three (3) years of retained data.



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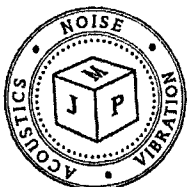
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- 4. Real-time exceedance alerts, ensuring immediate visibility to stakeholders.
- 5. Transparent public reporting:
 - a. Example: "All noise exceedance alerts will be posted in real-time and archived for public transparency."
 - b. The system must ensure accessibility for City officials, event operators, and the public to facilitate enforcement and compliance.

VI. FUTURE TECHNOLOGY ADAPTABILITY & UPGRADES

- B. Ensure the system's scalability for future sensor expansions.
- C. Provide technology roadmap for software & hardware upgrades.
- D. Ensure remote access, cloud storage, cyber security, and wireless firmware updates.



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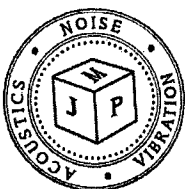
E. An authorized officer to execute legal documents on behalf of the organization shall sign the proposal.

This document has been reviewed and signed, to the best of my knowledge to be accurate.

John Matagos. Principal Acoustical Engineer, Noise Control Consultant.

4/17/2025

Also. Table 2 – Amendments 9/11-28/2025



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 18, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND §169-1 LICENSES REQUIRED, SECTION 121-1 ENTERTAINMENT AND AMUSEMENT, AND PERTAINING TO SECTION 121-9 EXTRAORDINARY ENTERTAINMENT AND AMUSEMENT, OF THE MUNICIPAL CODE TO UPDATE LICENSES PROVIDED AND FEES REQUIRED	ITEM NUMBER G. 7.

At the common council meeting of November 4, 2025 parts of the municipal code that were brought forward for changes to amend §169-1 Licenses, required further review of §121-1 Entertainment and Amusement, and Pertaining to Section 121-9 Extraordinary Entertainment and Amusement. Attached is the ordinance to incorporate this section into the municipal code. It is deemed expedient and necessary and recommended by the Office of the City Clerk that this section of the Municipal Code of the City of Franklin, be brought up-to-date to include these licenses which the fees have not been increased for a substantial amount of time.

COUNCIL ACTION REQUESTED

Motion to adopt an Ordinance to Amend §169-1 Licenses Required, Section 121-1 Entertainment and Amusement, and Pertaining to Section 121-9 Extraordinary Entertainment and Amusement, of the Municipal Code to Update Licenses Provided and Fees Required.

CLERKS/SJR

ORDINANCE NO. 2025-____

AN ORDINANCE TO AMEND §169-1 LICENSES REQUIRED, SECTION 121-1
ENTERTAINMENT AND AMUSEMENT, AND PERTAINING TO SECTION 121-9
EXTRAORDINARY ENTERTAINMENT AND AMUSEMENT, OF THE MUNICIPAL
CODE TO UPDATE LICENSES PROVIDED AND FEES REQUIRED

WHEREAS, it is deemed expedient and necessary and recommended by the Office of the City Clerk that §169-1 Licenses required, of the Municipal Code of the City of Franklin, be brought up-to-date to include licenses for new activities created pursuant to other provisions of the Municipal Code, and to increase fees for licenses for which the fees have not been increased for a substantial amount of time; and

WHEREAS, the Common Council having found such recommendation to be reasonable, and an ordinance providing for same was presented to the Common Council at its regular meeting on November 4, 2025, and the Council adopted Ordinance No. 2025-2711 accordingly, with the exceptions of proposed provisions for Section 121-1 Entertainment and amusement, and pertaining to Section 121-9 Extraordinary entertainment and amusement, which were put over to the next regular meeting for further review; and

WHEREAS, the Office of the City Clerk having undertaken that further review and having proposed amendments therefore, and the Common Council having reviewed same and having made its determinations in the public interest for the amendments to be adopted.

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

SECTION 1: §169-1 Licenses required, of the Municipal Code of the City of Franklin, Wisconsin, only for the specific licenses provisions as listed below, be and the same is hereby amended as follows *[note: deletions appear in strike-through text; additions appear in underlined text; unchanged text is not highlighted]*:

Section	Activity	Fee
121-1	Entertainment and amusement <u>(per §121-4 Definitions)</u>	\$2400.00
121-9	<u>Extraordinary e</u> Entertainment and aAmusement:	\$100.00
	<u>License (consecutive day event [defined as a multi-day event,</u>	<u>\$175.00 each day</u>
	<u>\$175.00 each day with no breaks up to 4 days; \$175.00 each</u>	
	<u>day])</u>	
	<u>Multi-day event (five days or more events, flat fee)</u>	<u>\$75500.00</u>

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

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 18, 2025
REPORTS AND RECOMMENDATIONS	<i>Franklin Public Schools, et al. v. City of Franklin Common Council, et al.</i>, Milwaukee County Circuit Court, Case No. 25-CV-8557. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER G. 8.
COUNCIL ACTION REQUESTED A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.		

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 11/18/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of November 18, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of November 18, 2025.

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
November 18, 2025 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2025-2026 New	Joseph Bellino Jr. Point After Pub & Grille			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Park Concerts, Inc – Free Concerts Fee Waivers: Park Permits, Band Shell Fees Dates of Events: 6/28/2026, 7/12/2026, 7/26/2026, 8/9/2026, and 8/23/2026 Location: Lions Legend I Bandshell			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Noon Lions Club Civic Celebration & St. Martin's Fair Fee Waivers: License Fees – Temporary Class B Beer, Peddler's, Operators, Food Locations: Civic Celebration St. Martin's Labor Day Fair Dates of Events: 7/2 – 7/4/26 9/6 – 9/7/26			
3.	Adjournment	Time:		

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/18/2025
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated October 31, 2025 through November 13, 2025 Nos. 204814 through Nos. 204981 in the amount of \$ 2,214,160.21. Also included in this listing are EFT Nos. 6273 through EFT Nos. 6286, Library vouchers totaling \$ 942.83 and Water Utility vouchers totaling \$ 939,234.46.

Early release disbursements dated October 31, 2025 through November 12, 2025 in the amount of \$ 1,309,856.78 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated November 14, 2025 is \$ 444,235.83, previously estimated at \$ 472,000. Payroll deductions dated November 14, 2025 are \$ 248,892.52, previously estimated at \$ 271,000.

The estimated payroll for November 28, 2025 is \$ 470,000 with estimated deductions and matching payments of \$ 271,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of November 13, 2025 in the amount of \$ 2,214,160.21
- Payroll dated November 14, 2025 in the amount of \$ 444,235.83 and payments of the various payroll deductions in the amount of \$ 248,892.52 plus City matching payments and
- Estimated payroll dated November 28, 2025 in the amount of \$ 470,000 and payments of the various payroll deductions in the amount of \$ 271,000, plus City matching payments.

ROLL CALL VOTE NEEDED