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CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
TUESDAY, AUGUST 4, 2026 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of July 21, 2026.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) A Resolution Authorizing Certain Officials to Accept a Conservation Easement for 11311 W. Forest Home FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, (Ener-Con Companies, Inc., Applicant).
 - (b) A Resolution Authorizing Franklin Director of Health and Human Services to Accept and Execute the 2026 Division of Public Health Consolidated Contract.
 - (c) A Resolution Authorizing the Director of Health and Human Services, to Approve and Sign the Fun Flicks Outdoor Movies Contract.
 - 2. A Resolution to Execute S. 116th Street Trail Project Change Order No. 6 to Graef-USA, Inc. in the Amount of \$45,000.00.
 - 3. A Resolution to Approve Change Order No. 1 for the S. 116th Street Trail to Willkomm Excavating & Grading, Inc. for the Amount of \$486,750.00.
 - 4. A Resolution to Purchase Additional Wetland Mitigation Credits for the S. 116th Street Trail Project of \$60,000.
 - 5. Milwaukee Metropolitan Sewage District Oak Creek Southwest Metropolitan Interceptor Sewer Extension Project Request for Extended Work Hours Approval.
 - 6. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, Water Fund, TID 8 Projects Fund and TID 9 Projects Fund to Provide Appropriations for Critical Capital Projects Necessary for the 2026 Budget.

7. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund to Provide \$20,000 of Appropriations for the Extended Warranty of Franklin's 3PAR SAN Infrastructure.
8. Authorize Park Place Technologies LLC to Provide Extended Warranty and Repair Support for Existing HPE 3PAR SANS (Storage Area Networks) Funding Account: 01-0144-5242.
9. Rename the "Information Services" Department to "Security and Information Technology Management" and Modify the Department Scope of Services.
10. A Resolution Conditionally Approving a Land Combination for 4801 W. Ashland Way and 4710 W. Basswood Drive (TKN 900-0009-021 and 900-0009-007) (Yaskawa America Inc.).
11. A Resolution to Extend for Additional Two (2) Years Resolution No. 2024-8153, a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for Lake Grove Place, a Multi-Family Development with 38 Dwelling Units upon Property Located at Approximately 3709 W. College Avenue (Safari Homes Franklin LLC).
12. Approval of Professional Services Renewal Agreement with Forward Appraisal, LLC for Assessment Services (2027–2029 Assessment Years).
13. Implementation of Remaining Personnel Committee Recommendations Regarding Non-Represented Employee Personnel Policies.
14. Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
15. City Personnel Compensation Alignment Discussion. The Common Council may Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(C), Considering Employment, Promotion, Compensation, or Performance Evaluation Data of any Public Employee Over Which the Governing Body has Jurisdiction or Exercises Responsibility, and to Reconvene in Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

H. Licenses and Permits: License Committee Meeting of August 4, 2026.

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

J. Adjournment.

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

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and

Common Council Meeting Agenda
August 4, 2026
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services For additional information, contact the City Clerk's office at (414) 425-7500]

REMINDERS:

August 11	Fall Partisan Primary	7:00 a.m.-8:00 p.m.
August 17	Committee of the Whole	6:30 p.m.
August 18	Common Council	6:30 p.m.
August 20	Plan Commission	6:00 p.m.
September 1	Common Council	6:30 p.m.
September 3	Plan Commission	6:00 p.m.
September 7	City Hall Closed-Labor Day	

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JULY 21, 2026
MINUTES

- | | | |
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| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on July 21, 2026, 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 Johnson, Alderwoman Eichmann, Alderman Hasan, Alderwoman Kresovic, Alderman Salous, and Alderwoman Kenney. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski, City Attorney Christina Lucchesi, and City Clerk Shirley Roberts. |
| CITIZEN COMMENT | B. | Citizen comment period was opened at 6:31 p.m. and was closed at 6:42 p.m. |
| MINUTES
JULY 7, 2026 | C.1. | Alderman Hasan moved to approve the minutes of the Common Council meeting of July 7, 2026, as presented. Seconded by Alderwoman Kresovic. All voted Aye; motion carried. |
| MINUTES
JULY 16, 2026 | C.2. | Alderman Hasan moved to approve the minutes of the Special Common Council meeting of July 16, 2026, as presented. Seconded by Alderwoman Eichmann. On roll call, Alderman Johnson, Alderwoman Eichmann, Alderman Salous, Alderwoman Kresovic and Alderman Salous voted Aye; Alderwoman Kenney abstained. Motion carried. |
| S. 76 TH ST. WATER MAIN
BID | G.1. | Alderman Johnson moved to authorize staff to proceed to advertise and bid the S. 76 th Street Water Main Extension Project. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| S. 27 TH ST. WATER MAIN
DESIGN | G.2. | Alderwoman Kresovic moved to authorize staff to begin design of S. 27 th Street Water Main Extension Project and come back to Council with a proposed budget amendment for project design and construction. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. NO. 2026-8496
TERRACON
CONSULTANTS, INC.
PROPOSAL | G.3. | Alderman Hasan moved to adopt Resolution No. 2026-8496, A RESOLUTION TO APPROVE TERRACON CONSULTANTS, INC. GEOTECHNICAL SERVICES PROPOSAL FOR SOUTH 51 ST STREET FROM WEST RAWSON AVENUE TO WEST DREXEL AVENUE IN THE AMOUNT OF \$14,200, with using the city standard contract. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| WATER TOWER PARK
PROJECT BID | G.4. | Alderwoman Eichmann moved to authorize staff to proceed to advertise and bid for the Water Tower Park Restoration Project. Seconded by Alderman Hasan. All voted Aye; motion carried. |

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| RES. NO. 2026-8497
RYAN MEADOWS
CONDOMINIUMS
AGREEMENT | G.5. | Aldерwoman Kenney moved to adopt Resolution No. 2026-8497, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH LOOMIS AND RYAN INC. – RYAN MEADOWS CONDOMINIUMS TKN 891-9062-000, subject to review and approval by the City Attorney. Seconded by Alderman Johnson. All voted Aye; motion carried. |
| WATER SERVICE S. 92 ND
ST & W. RYAN RD | G.6. | Aldерwoman Kenney moved to direct staff to begin design of the S. 92 nd Street and W. Ryan Road water main extension project. Seconded by Alderman Johnson. All voted Aye; motion carried. |
| ORD. NO. 2026-2742
REZONE PROPERTY
2821 W COLLEGE AVE | G.7. | Alderman Salous moved to adopt Ordinance No. 2026-2742, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE PROPERTY LOCATED AT 2821 W. COLLEGE AVENUE (TKN 714-9973-001) TO B-MU – SOUTH 27 TH STREET MIXED USE DISTRICT (JUSTIN BARNES, CLUB CAR WASH OPERATING, LLC, APPLICANT) (COLLEGE AVENUE ASSOCIATES, LLC, PROPERTY OWNER). Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. NO. 2026-8498
1 LOT SURVEY MAP
COLLEGE AVE | G.8. | Alderman Hasan moved to adopt Resolution No. 2026-8498, A RESOLUTION CONDITIONALLY APPROVING A ONE-LOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHEAST 1/4 OF THE NORTH EAST 1/4, SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (6311 S. 27 TH STREET (TKN 714-9973-000), 2723 W. COLLEGE AVENUE (TKN 714-9969-001), 2729 W. COLLEGE AVENUE (TKN 714-9970-001), 2807 W. COLLEGE AVENUE (TKN 714-9971-000), AND 2821 W. COLLEGE AVENUE (TKN 714-9973-001)) (JUSTIN BARNES, CLUB CAR WASH OPERATING, LLC, APPLICANT) (COLLEGE AVENUE ASSOCIATES, LLC AND TS COLLINS COLLEGE AVENUE ASSOCIATES, LLC, PROPERTY OWNERS). Seconded by Aldерwoman Eichmann. All voted Aye; motion carried. |
| RES. NO. 2026-8499
4 LOT SURVEY MAP
76 TH ST. | G.9. | Aldерwoman Kresovic moved to adopt Resolution No. 2026-8499, A RESOLUTION CONDITIONALLY APPROVING A 4 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 2, CERTIFIED SURVEY MAP NO. 8318, OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6313, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5401, ALL BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF |

SECTION 10, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (INITECH LLC, APPLICANT/PROPERTY OWNER) (APPROXIMATELY 7154 S. 76TH STREET). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. NO. 2026-8500
1 LOT SURVEY MAP S.
102ND ST & W. LOOMIS
RD

G.10 Alderwoman Eichmann moved to adopt Resolution No. 2026-8500, A RESOLUTION CONDITIONALLY APPROVING A ONE-LOT CERTIFIED SURVEY MAP, BEING ALL OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 7099 AND ADDITIONAL LANDS LOCATED IN THE NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4, OF THE NORTHWEST 1/4, OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (8910 S. 102ND STREET (TKN 846-9987-003) AND 10525 W. LOOMIS ROAD (TKN 846-9998-001)) (ISLAMIC FOUNDATION OF GREATER MILWAUKEE, INC., PROPERTY OWNER). Seconded by Alderman Johnson. On roll call, Alderwoman Kenney, Alderman Salous, Alderman Hasan, Alderwoman Eichmann and Alderman Johnson all voted Aye; Alderwoman Kresovic voted no. Motion carried.

ORD. NO. 2026-2743
REZONE 10525 W.
LOOMIS RD

G.11. Alderwoman Eichmann moved to adopt Ordinance No. 2026-2743, AN ORDINANCE TO AMEND SECTION 15-3.0434 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 29 TO MODIFY DISTRICT BOUNDARIES AND REZONE PROPERTY LOCATED AT 10525 W. LOOMIS ROAD TO PDL NO. 29 (AREA A) AND FLOODPLAIN OVERLAY DISTRICT AND TO AMEND ALLOWED USES WITHIN THE DISTRICT (ISLAMIC FOUNDATION OF GREATER MILWAUKEE, APPLICANT/PROPERTY OWNER) (APPROXIMATELY 8800 AND 8910 S. 102ND STREET). Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.

RES. NO. 2026-8501
LAND COMBINATION
31ST ST

G.12. Alderman Hasan moved to adopt Resolution No. 2026-8501, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR 7705 S. 31ST STREET, (TKN 786-9988-000), 7631 S. 31ST STREET, (TKN 786-9987-000), AND 7721 S. 31ST STREET (TKN 786-9992-000), (ADVENIR AZORA DEVELOPMENT, APPLICANT) (MATTEO AND GERMANO NORANTE, OWNER, 7705 S. 31ST STREET) (BC MANAGEMENT, OWNER, 7631 S. 31ST STREET) (ESTATE OF GERALD F ZAWADZKI, OWNER, 7721 S. 31ST STREET).

Seconded by Alderwoman Eichmann. On roll call, all voted Aye.
Motion carried.

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| RES. NO. 2026-8502
HOUSING
DEVELOPMENT S. 31 ST
ST | G.13. | Alderman Hasan moved to adopt Resolution No. 2026-8502, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A CONDITIONAL USE FOR A HOUSING DEVELOPMENT, RESIDENT COMMUNITY CENTER, AND RELATED FACILITIES, UPON PROPERTY LOCATED AT 7705 S. 31 ST STREET, (TKN 786-9988-000), 7631 S. 31 ST STREET, (TKN 786-9987-000), AND 7721 S. 31 ST STREET (TKN 786-9992-000), (ADVENIR AZORA DEVELOPMENT, APPLICANT) (MATTEO AND GERMANO NORANTE, OWNER, 7705 S. 31 ST STREET) (BC MANAGEMENT, OWNER, 7631 S. 31 ST STREET) (ESTATE OF GERALD F ZAWADZKI, OWNER, 7721 S. 31 ST STREET). Seconded by Alderman Johnson. On roll call, Alderman Johnson, Alderwoman Eichmann, Alderman Hasan, Alderman Salous and Alderwoman Kenney all voted Aye; Alderwoman Kresovic voted no. Motion carried. |
| ORD. NO. 2026-2744
PLANNED
DEVELOPMENT
OVERLAY NO. 46 | G.14. | Alderwoman Eichmann moved to adopt Ordinance No. 2026-2744, AN ORDINANCE TO CREATE PLANNED DEVELOPMENT OVERLAY NO. 46 (ADVENIR AZORA DEVELOPMENT) 7705 S. 31 ST STREET, (TKN 786-9988-000), 7631 S. 31 ST STREET, (TKN 786-9987-000), AND 7721 S. 31 ST STREET (TKN 786-9992-000), OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried. |
| 2027 MAYOR'S
RECOMMENDED
BUDGET | G.15. | This document is informational only. Alderwoman Eichmann moved to receive and place it on file. Seconded by Alderwoman Kenney. All voted Aye; motion carried. |
| RES. NO. 2026-8503
GENERAL OBLIGATION
DEBT | G.16. | Alderwoman Eichmann moved to adopt Resolution No. 2026-8503, A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$10,000,000 IN GENERAL OBLIGATION DEBT TO FUND CRITICAL CAPITAL IMPROVEMENT PROJECTS. Seconded by Alderman Hasan. On roll call, Alderman Johnson, Alderwoman Eichmann, Alderman Hasan, Alderwoman Kresovic and Alderwoman Kenney all voted Aye; Alderman Salous voted no. Motion carried. |
| RES. NO. 2026-8504
REIMBURSE
EXPENDITURES | G.17. | Alderwoman Kresovic moved to adopt Resolution No. 2026-8504, A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF |

BORROWING. Seconded by Alderwoman Kenney. All voted Aye; motion carried.

FRANKLIN SENIOR
CITIZENS TRAVEL
PROGRAM UPDATE

- G.18. This item is being provided at the direction of the Common Council for its information.

FRANKLIN SENIOR
CITIZENS, INC.
PROGRAM UPDATE

- G.19. This item is being provided at the direction of the Common Council for its information.

CLOSED SESSION
PLEASANT VIEW
RESERVE CLAIMS

- G.20. Alderman Hasan moved to enter closed session at 8:58 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 claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Kresovic. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:58 p.m.
Mayor Nelson reconvened at 9:08 p.m.

Upon reentering open session at 9:45 p.m., no action was taken.

PLEASANT VIEW
RESERVE REPAIRS BIDS

- G.21. Alderwoman Eichmann moved to authorize staff to proceed to advertise and bid the Pleasant View Reserve Repairs Project. Seconded by Alderwoman Kenney. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Kenney moved to approve the following licenses of the License Committee Meeting of July 21, 2026.

Grant New 2026-27 Operator License to: Chelsea Gagliano, Michele Gilbert, Andrew Hushek, Jena Obarski, Richard Rehberg, Dominique Tarpley, Jeffrey Terp;
Grant New 2026-27 Operator License with a letter to Vernon Wienke;

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

VOUCHERS AND
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of July 16, 2026 in the amount of \$2,105,853.96, and payroll dated July 10, 2026 in the amount of \$472,045.17 and payments of the various payroll deductions in the amount of \$272,001.14 plus City matching payments, and estimated payroll dated July 24, 2026 in the amount of \$501,000 and payments of the various payroll

deductions in the amount of \$588,000, plus City matching payments. Seconded by Alderwoman Kenney. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 9:48 p.m. Seconded by Alderwoman Kenney. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 4, 2026
Reports & Recommendations	A Resolution Authorizing Certain Officials to Accept a Conservation Easement for 11311 W. Forest Home FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, (Ener-Con Companies, Inc., Applicant)	ITEM NO. Ald Dist 6 A 1. (a).

BACKGROUND

On March 19, 2026, the Plan Commission approved a Natural Resource Special Exception (NRSE) to allow for impacts to a natural resource area with wetland on the south side of the property. The applicants will be installing improvements to their existing stormwater facilities to improve drainage to a detention pond. The proposed easement will protect the natural resource area and compensation plantings.

A previous draft of this easement was approved at the April 8, 2026 Common Council meeting.

ANALYSIS

There are no existing conservation easements on this property. The protection of natural resources and compensation areas is required by UDO §15-7-04.C and the conditions of the NRSE. The draft easement includes language which allows for additional maintenance and access to the existing stormwater detention pond.

This revised draft includes an additional codicil allowing equipment access to the easement area during maintenance and restoration work approved by the NRSE, and clarifying language in some clauses. A marked up copy of the easement is attached.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Motion to adopt a Resolution authorizing Certain Officials to Accept a Revised Conservation Easement for 11311 W. Forest Home FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, (Ener-Con Companies, Inc., Applicant)

Planning: MX

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

[Draft 07-23-2026]

RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
REVISED CONSERVATION EASEMENT FOR 11311 W. FOREST HOME
FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC,
(ENER-CON COMPANIES, INC., APPLICANT)

WHEREAS, the Plan Commission having previously approved Natural Resource Special Exception on March 19, 2026, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the SEWRPC Isolated Natural Resource area, wetlands and wetland buffers on the site; and

WHEREAS, §15-7-04.C of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Natural Resource Special Exception review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Natural Resource Special Exception; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by ENER-CON COMPANIES, INC., APPLICANT, in the form and content as annexed hereto, be and the same is hereby approved, subject to technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2026, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2026.

APPROVED:

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT
ENER-CON COMPANIES, INC., APPLICANT
RESOLUTION NO. 2026-_____

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John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

11311 W. Forest Home
FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, all Wisconsin Limited Liability Companies, hereinafter collectively referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (the “protected property”); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, the wetlands, wetland buffers, and stormwater pond as shown on the Natural Resource Protection Plan dated February 11, 2026 as prepared by RA Smith, Inc. and any revisions thereto as may be approved by Grantee (the “NRPP”), which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; No future revisions to the NRPP shall alter the boundaries of the protected property; and

WHEREAS, Grantee is a “holder”, as contemplated by § 700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas; and

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

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

WHEREAS, Citizens Bank, mortgagee of the protected property (“Mortgagee”), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee’s consent is attached hereto and identified as “Mortgage Holder Consent”.

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

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

1. To view the protected property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9-14 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

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

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1. above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, unless necessary as part of maintenance operations as noted below.
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

In addition to the customary continued land use rights, the Grantee agrees and acknowledges that Grantor shall have and reserves the right to conduct maintenance activities within the easement that include the following:

1. Removal of dead, damaged, or diseased trees and vegetation.
2. Maintenance of wetland plantings as noted in the management plan and implementation schedule of the NRPP.
3. Yearly monitoring and removal of invasive plant species.
4. Storm sewer cleaning, jetting, repairing, and replacement as necessary to maintain drainage for the benefit of neighboring parcels in addition to the protected property.
5. Pond outlet structure cleaning, repairing, and replacement as necessary to maintain existing stormwater hydrology.
6. Pond dredging to maintain minimum permanent pool depth of 5' for water quality.
- 6-7. Reasonable pedestrian, equipment, and vehicular access across the protected property only for the above purposes.

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

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

To Grantor:
FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC
c/o Mr. Michael Dilworth
8575 W. Forest Home
Suite 160
Greenfield, WI 53228

To Grantee:
City of Franklin
Office of the City Clerk
9229 West Loomis Road
Franklin, WI 53132

In witness whereof, the Grantor has set his their hands on this date of _____, 2026.

Grantor

FHCC #1 LLC

By: _____
_____ Mike Michael Dilworth, Manager

FHCC #2 LLC

By: _____
_____ James Kreuter, Manager

FHCC #3 LLC

By: _____
_____ Michael Dilworth, Manager

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, 2026, by Mike Michael Dilworth, as CEO-authorized representative of FHCC #1 LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Grantor.

Notary Public

My commission expires _____

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, 2026, by James Kreuter, as authorized representative of FHCC #2 LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Grantor.

Notary Public

My commission expires _____

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, 2026, by Michael Kreuter, as authorized representative of FHCC #3 LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Grantor.

Notary Public

My commission expires

Acceptance

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

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__.

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley Roberts, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Marion Ecks, AICP
Principal Planner
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, ~~([name of mortgagee])~~ Citizens Bank, N.A., a national~~[Wisconsin]~~ banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

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

~~[Name of Mortgagee]~~ CITIZENS BANK N.A.
a ~~[Wisconsin]~~ National Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ ~~[Name]~~ _____, as _____ ~~[Title]~~ _____ of _____ ~~[name of mortgagee]~~ _____, 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: _____

Notary Public, State of ~~[Wisconsin]~~

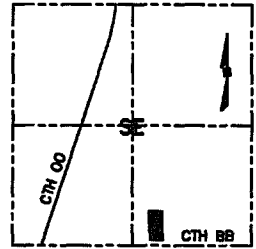
My commission expires _____

EXHIBIT A CONSERVATION EASEMENT

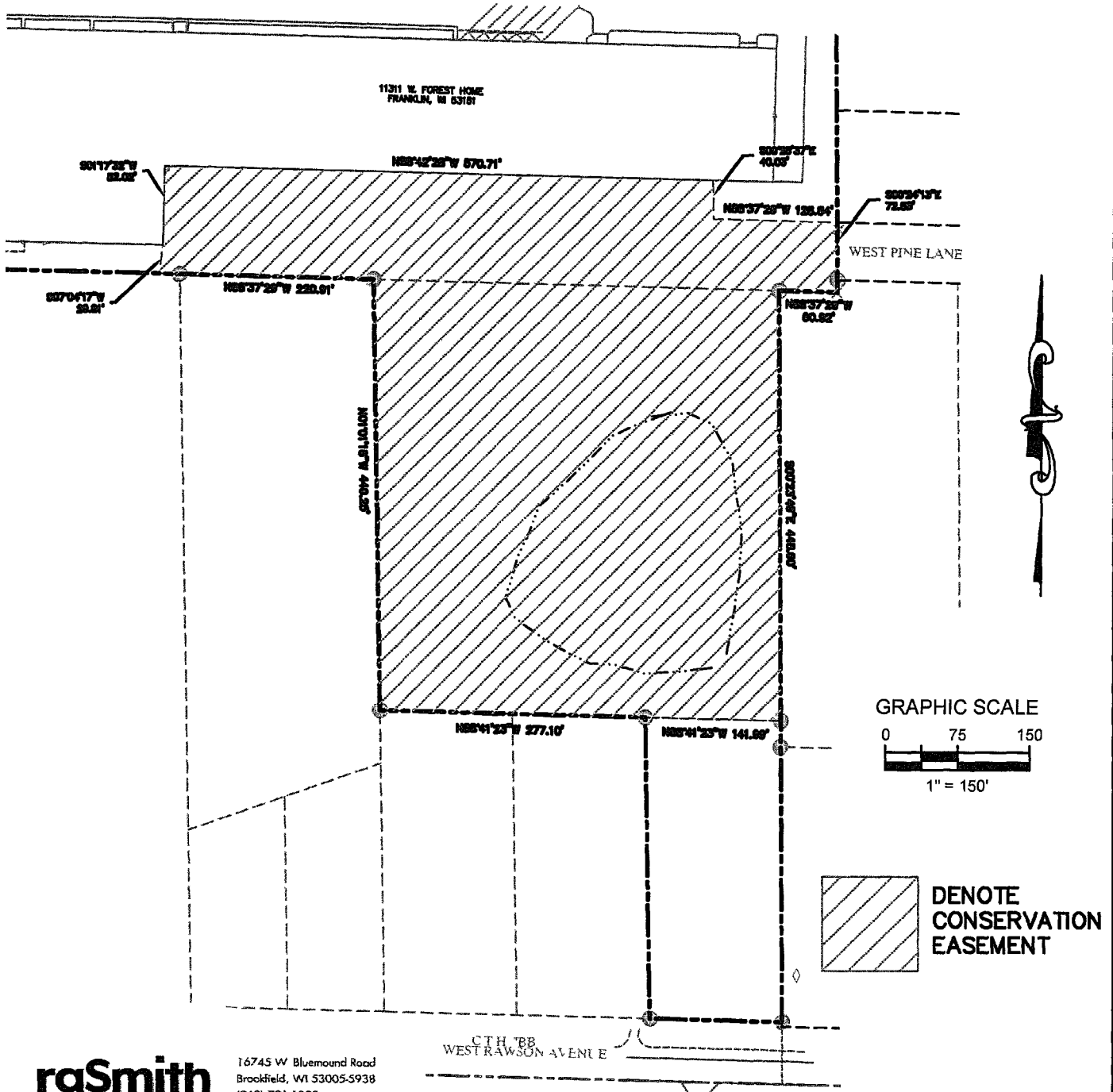
FEBRUARY 9, 2026

OWNER: FHCC LLC
8575 W FOREST HOME AVE #160
GREENFIELD, WI 53228

LOCATION MAP
SOUTHEAST 1/4
OF SECTION 8, T5N, R21E



SCALE: 1" = 2000'



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/2026
Reports and Recommendations	A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2026 DPH LPHD CONSOLIDATED CONTRACT	ITEM NUMBER 2.1.(b)

Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local public health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants:

- ARPA COVID RECOVERY FUND: \$23,933.00
- COMM DISEASE CTRL & PREV: \$4,090.00
- TPCP WI WINS: \$1,134.00
- TPCP COMMUNITY INTRVNS: \$1,750.00

These grants assist the FHD in offering additional programming and services to residents based upon analysis and assessment of community needs in addition to the services required of the department by the State and Municipal codes. The focus of the aforementioned grants include: 1. Provide services which support pandemic response community recovery, 2. Delivery of Public Health Services to citizens to support the control and prevention of communicable diseases, 3. Conduct tobacco retailer compliance checks to prevent the sale of tobacco to underage youth, 4. Reduce the impact of commercial tobacco use across the Franklin community through coordinated coalition engagement, policy advancement, youth involvement, and retailer education.

Recommendation: The Director of Health and Human Services recommends approval to accept and authorization to execute and deliver the Division of Public Health Consolidated Contract Grants for 2026 awarded to the Franklin Health Department.

Fiscal Note: Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.

The consolidated contract has been sent to the City attorney for review and approval of signature pending Council approval.

COUNCIL ACTION REQUESTED

A Motion to adopt Resolution No. 2024-_____, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2026 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 08/04/2026

RESOLUTION NO. 2026-____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2026 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT

WHEREAS, The City of Franklin Health Department (FHD) focuses efforts on pandemic response community recovery, communicable disease control and prevention, and increasing community level commercial tobacco education; and

WHEREAS, the Wisconsin Department of Health Services Division of Public Health has awarded the Franklin Health Department grant awards to support the delivery of such services in 2026.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the 2026 Division of Public Health Consolidated Contract, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Director of Health and Human Services is hereby authorized to accept, execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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

Agreement Number: **435100-G26-DPHCC26-26 M2**

Bureau of Procurement and Contracting (BPC) Review:

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

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

Name:

Title:

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Franklin HD
for
2026 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G26-DPHCC26-26 M2

Agreement Amount: \$30,907

Agreement Term Period: 10/1/2025 to 9/30/2027

GEARS Pre-Packet No: 4766, 4453, 5053

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Lauren Gottlieb

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

Grantee Email: LLube@franklinwi.gov

Modification Description: We are adding funding for the Communicable Disease Control and Prevention Program (Profile 155800), the Commercial Tobacco Prevention Program (Profiles 181004 and 181010) and the ARPA Covid Recovery Program (Profile 155800). Please see attached scope of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin

Department of Health Services

Authorized Representative
Name

Title

Signature

Date

Grantee

Entity Name

Authorized Representative

Name
Ellen Henry

Title
Public Health Strategist

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	1/1/2026	9/30/2026	\$23,933

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155811	ARPA COVID RECOVERY FUND		\$20,968	\$2,965	\$23,933	N/A
					\$23,933	

DHS GEARS STAFF INTERNAL USE ONLY GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2027

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	7/1/2026	6/30/2027	\$6,974

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV		-	\$4,090	\$4,090	N/A
181004	TPCP WI WINS		-	\$1,134	\$1,134	N/A
181010	TPCP COMMUNITY INTRVNS		-	\$1,750	\$1,750	N/A
					\$6,974	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155811
FAIN	SLFRP0135
Federal Award Date	3/3/2021
Sub-award period of Performance Start Date	1/1/2026
Sub-award period of Performance End Date	9/30/2026
Amount of Federal Funds obligated in the subaward	\$2,965
Total Amount of Federal Funds obligated	\$23,933
Federal Award Project Description	The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.
Federal Awarding Agency Name (Department)	U.S. Department of the Treasury
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	21.027
Assistance Listings Name	CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
Total made available under each Federal award at the time of disbursement	\$0
R&D?	No
Indirect Cost Rate	6.7%

Exhibit 1

DHS internal use
Purchase Order ☐
GEARS ☒

Scope of Work

Between

Franklin Health Department

and

The Department of Health Services, Division of Public Health (DHS/DPH)

Communicable Disease Control and Prevention (LHD and Tribal HD)

I. PURPOSE AND AUTHORITY

Program Background and Funding Authority

This agreement is supported by state funds appropriated to DHS for the purpose of supporting and improving communicable disease control and prevention measures.

Funds must be used to support approved program activities consistent with the applicable agreement terms, state requirements, and program objectives.

Purpose of This Scope of Work

This Scope of Work (SOW) describes activity examples, deliverables, and payment requirements under the Agreement between the Wisconsin Department of Health Services (DHS) and the Subrecipient.

Funding is authorized under Wisconsin § 252.185 and must be used in accordance with applicable state requirements and the terms and conditions of this Agreement.

Authority and Compliance Requirements

All activities and costs under this SOW must comply with:

- The Agreement between DHS and the Subrecipient
- Wisconsin DHS policies and applicable state law

In the event of a conflict, the Agreement governs.

II. PERIOD OF PERFORMANCE

Start Date: 7/1/2026

End Date: 6/30/2027

Only costs incurred during this period are eligible for reimbursement. Costs incurred during this period are eligible for reimbursement. Costs incurred prior to the start date or after the end date of the period of performance are not allowable.

Exhibit 1

III. POINT OF CONTACTS

DHS Contacts	
Name/Contact Info	Role
Kristi Wehrwein kristil.wehrwein@dhs.wisconsin.gov	Grant Agreement Manager
Subrecipient Contacts	
Name/Contact Info	Role
Lauren Gottlieb LLube@franklinwi.gov	Contractor – Project Contact

Each party shall notify the other in writing of any changes to designated contacts.

IV. PROGRAM OBJECTIVE

The purpose of this funding is to support local efforts related to the prevention, detection, and control of communicable diseases in accordance with Wisconsin § 252.185

V. DELIVERABLES AND PERFORMANCE REQUIREMENTS

Deliverables are based on the approved work plan and applicable program requirements. The Subrecipient must complete the activities and submit documentation identified below in accordance with the timelines specified. Deliverables must include sufficient detail to allow DHS to verify completion of activities and compliance with Agreement requirements.

Deliverables below identify the documentation DHS will use to verify completion of those activities.

Program Activities

Activity Number	Activity Description
1	GEARS Expense Reports
2	Survey Response – https://survey.alchemer.com/s3/8850852/2026-2027-Financial-Reporting-for-Local-and-Tribal-Health-Agencies-for-Communicable-Disease-Funds

Exhibit 1

Deliverables

Deliverable	Activity Number(s)	Supporting Documentation	Due Date
Monthly	1	GEARS expenditure reporting forms	Monthly
Annual	2	Survey response	8/14/2027

Allowable Activities (Examples)

Funding may be used for activities including, but not limited to:

- Disease surveillance and investigation
- Outreach and education
- Training and workforce development
- Purchase of equipment to support response activities
- Community awareness and prevention

DHS will review submitted deliverables and supporting documentation to verify completion of activities and compliance with Agreement requirements prior to approving payment or determining continued funding eligibility.

GEARS: DHS will conduct post-payment review; costs may be disallowed and recovered.

VI. BUDGET AND BUDGET LIMITATIONS

Subrecipient must use funds in accordance with the approved budget. Subrecipient shall not exceed the total approved budget.

All costs must:

- Support activities identified in this SOW
- Comply with the allowability standards established in the Agreement
- Be incurred during the period of performance
- Be properly documented

Unallowable Costs

Funding may not be used for:

- Meals for trainings or conferences
- Activities not directly related to communicable disease prevention, detection, or response

Exhibit 1

VII. PAYMENT METHOD

Payment method will be GEARS reimbursement, as identified in the Agreement.

GEARS Reimbursement Payment Method

The Subrecipient shall submit reimbursement requests through the Grant Enrollment Application and Reporting System (GEARS).

Reimbursement requests must:

- Are governed by the terms of the Agreement.
- Be submitted no later than **thirty (30) days** following the end of the month in which costs were incurred.

Final reimbursement requests must be submitted by **August 14, 2027** following the end of the period of performance.

Submission of reimbursement requests does not constitute DHS approval of costs.

Reimbursement requests must meet the requirements outlined in Section VIII – Invoice and Documentation Requirements.

Failure to submit monthly or complete invoices may result in delayed payment, enhanced monitoring, or other remedies permitted under the Agreement.

VIII. INVOICE AND DOCUMENTATION REQUIREMENTS

Reimbursement requests must include:

- GEARS Profile Number: 155800 (LHDs) or 65580 (Tribes)
 - Month costs incurred
 - Contract Year (2027)
- Survey Results

The Subrecipient must maintain sufficient source documentation to support all costs charged to this Agreement (e.g., payroll records, time documentation, receipts, contracts, travel support) and provide documentation to DHS upon requests in accordance with the Agreement.

IX. PAYMENT AUTHORIZATION AND COST ALLOWABILITY

Payment is subject to DHS review and approval in accordance with the Agreement. DHS reserves the right to disallow costs, withhold payment, and require reimbursement of costs determined to be unallowable.

Exhibit 1

X. MONITORING AND COMPLIANCE

The Subrecipient is responsible for ensuring compliance with all requirements of the Agreement and this Scope of Work.

Subrecipient activities are subject to financial and programmatic monitoring by DHS as described in the Agreement. If deficiencies are identified, DHS may require corrective action in accordance with the Agreement.

XI. RECORD RETENTION

The Subrecipient must comply with all record retention requirements described in the Agreement and applicable federal and state regulations.

XII. CLOSEOUT REQUIREMENTS

August 14, 2027 the Subrecipient shall submit all required closeout documentation, including the final financial report, final program report, and final invoice or reimbursement request (if applicable).

XIII. COST DISALLOWANCE AND RECOVERY

DHS reserves the right to disallow costs and recover funds determined to be unallowable in accordance with the Agreement.



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**



**Wisconsin Department of Health Services
Division of Public Health
for
American Rescue Plan Act (ARPA)
Coronavirus Fiscal Recovery Funding
for
Local and Tribal Health Departments**

I. SCOPE OF WORK (GRANT VIA GEARS)

A. OVERVIEW

Program:	American Rescue Plan Act (ARPA) Coronavirus Fiscal Recovery Funding for Local and Tribal Health Departments
Period of Performance:	January 1, 2026 - September 30, 2026
GEARS Contract Year:	2026
Profile(s):	155811 and 65811

B. BACKGROUND AND/ OR CONTEXT

The mission of the Wisconsin Department of Health Services is to protect and promote the health and safety of the people of Wisconsin. The context of this scope of work is to: The ARPA Fiscal Recovery Funds provide resources to meet and address emergent public health needs, including measures to counter the spread of COVID-19, provision of care to those impacted by the virus, and programs or services that address disparities in public health that have been exacerbated by the pandemic.



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

From Wisconsin's CSFRF award, the Department of Health Services (DHS) originally allocated \$58.4 million directly to local and tribal health departments for expenses incurred from March 3, 2021, through December 31, 2024. The State used a distribution formula that includes a base of \$250,000 per jurisdiction with the remainder distributed by population. The funds were extended to cover expenses incurred from January 1, 2025, through December 31, 2025. Now, the funds have been extended to cover expenses incurred from January 1, 2026, through September 30, 2026. This new agreement allows local and tribal health departments to use any remaining originally allocated funds and any funds awarded from the application process of the 2026 ARPA Mini-Grant for allowed expenses incurred from January 1, 2026, through September 30, 2026. Funds can no longer be used for expenses incurred before January 1, 2026.

C. COMMUNICATIONS

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

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

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

D. POINTS OF CONTACT

The Grantee is responsible for notifying DHS at DHSDPHBCDInvoices@dhs.wisconsin.gov if there are any changes in contact information within ten (10) business days.



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

1. TABLE 1: DPH CONTACT AND ROLE

Name and Contact Information	Role
Kristen Siegel, (608) 264-9843 kristenm.siegel@dhs.wisconsin.gov	Fiscal & Program Contact
DHSDPHBCDInvoices@dhs.wisconsin.gov	Other (specify): General ARPA inquiries
	Choose an item.
	Choose an item.
	Choose an item.

E. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE

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

- **GEARS Expense Report(s) and Payment Schedule:** Grantee must report costs incurred on the GEARS Expenditure Report Form ([f-00642](#)) and submit the GEARS Expenditure Report by the **15th** of the month via email to the GEARS Unit (dhs600RCars@dhs.wisconsin.gov) with a copy to the DHS program staff (DHSDPHBCDInvoices@dhs.wisconsin.gov)
- The GEARS Unit is responsible for issuing payment. The DHS program staff are responsible for ensuring claimed expenses are allowable and agree with approved budgets and scopes of work.
- Final GEARS Expense Reports are due no later than **forty-five (45) days** from the end of the contract period on **9/30/2026**

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

Direct any questions related to the technical aspects of expenditure report processing, monthly payment reports, and reimbursements can email DHSESBFSGEARS@dhs.wisconsin.gov. Direct



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

all other questions regarding expense reports to the DHS program area
DHSDPHBCDInvoices@dhs.wisconsin.gov.

F. REPORTING REQUIREMENTS

1. FINANCIAL REPORTING

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

2. PROGRAMMATIC REPORTING

Monthly reports are required for every month throughout agreement period. Grantee will be provided with report forms and deadlines from the DHS program area. DHS is implementing a new system, the Division of Public Health Application and Reporting Tool (DART) during this period of performance. Upon implementation, if applicable, the grantee agrees to participate in system transition activities, including signing up for a MyWisconsin ID, requesting access to the DART system, and participation in training activities. The grantee may be required to submit reports or forms, enter data, and/or provide supporting documentation through the new system. The grantee agrees to participate in revised submission procedures and other activities through the DART system upon notification.

Direct all questions regarding reports to the DHS program area
DHSDPHBCDInvoices@dhs.wisconsin.gov. Failure to meet a reporting requirement(s) can result in a dispute(s) for noncompliance, default, and/or breach of the agreement terms and conditions.



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

G. UNALLOWABLE COSTS

The following capital projects are generally ineligible:

- Construction of new correctional facilities as a response to an increase in the rate of crime.
- Construction of new congregate facilities to decrease the spread of COVID-19 in the facility.
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

Funds may not be used for any of the following:

- Extraordinary payments into pension funds to reduce an accrued, unfunded liability incurred before the start of the COVID-19 public health emergency and occurring outside the recipient's regular timing for making such payments. This does not include covered benefits that are part of payroll contributions for employee wages and salaries that are otherwise an eligible use of Fiscal Recovery Funds.
- Funds may not be used as non-Federal matches for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements (e.g., to satisfy Medicaid share).
- Funds may not be used to either directly or indirectly offset a reduction in the tax revenue of the jurisdiction resulting from a covered change during the covered period.

Direct all questions regarding eligible expenses to the DHS program area
DHSDPHBCDInvoices@dhs.wisconsin.gov.

H. BUDGET MANAGEMENT

Cost deviation or change from approved budget categories more than **25%**, or the addition of a new line item, will require submission of a new budget and will require revised budget approval from DHS prior to incurring costs. The DHS may proactively recommend a revision should spenddown tracking suggest the need to redistribute remaining funds.

Grantee must receive prior approval for any equipment purchases that exceed \$5,000 per the DHS Allowable Cost Policy Manual (Section 10a). Direct all questions regarding budget management or equipment purchases to the DHS program area DHSDPHBCDInvoices@dhs.wisconsin.gov.



I. ADDITIONAL INFORMATION

Eligible uses of ARPA funds include:

- Eligible uses of this funding must be in response to COVID-19, or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency (as described above) and unduplicated with other funding sources. To assess whether costs would be eligible, health departments should identify the effect of COVID-19 on public health, including immediate effects and/or effects that may manifest over months or years, and assess how the activity would respond to or address the identified need.
- Payments under this award will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.
- Payments from the Fiscal Recovery Funds may be used only to cover costs incurred by the local or Tribal government from January 1, 2026, through September 30, 2026.

COVID-19 Mitigation and Prevention

Enumerated eligible uses include: ✓ Vaccination programs, including vaccine incentives and vaccine sites ✓ Testing programs, equipment and sites ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants) ✓ Public communication efforts ✓ Public health data systems ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances ✓ Medical and PPE/protective supplies ✓ Support for isolation or quarantine ✓ Ventilation system installation and improvement ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms) ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity ✓ Emergency



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operations centers & emergency response equipment (e.g., emergency response radio systems) ✓
Public telemedicine capabilities for COVID-19 related treatment.

Medical Expenses

Enumerated eligible uses include: ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions ✓ Emergency medical response expenses ✓ Treatment of long-term symptoms or effects of COVID-19.

Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services

Enumerated eligible uses include: ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support ✓ Enhanced behavioral health services in schools ✓ Services for pregnant women or infants born with neonatal abstinence syndrome ✓ Support for equitable access to reduce disparities in access to high-quality treatment ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery ✓ Behavioral health facilities & equipment.

Public Health and Safety Staff

Enumerated eligible uses include: ✓ Referrals to trauma recovery services for victims of crime ✓ Community violence intervention programs, including:

- Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance

✓ In communities experiencing increased gun violence due to the pandemic:

- Law enforcement officers focused on advancing community policing
- Enforcement efforts to reduce gun violence, including prosecution



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- Technology & equipment to support law enforcement response.

Covered Public Health and Safety Staff

- Employees of public health departments directly engaged in public health matters and related supervisory personnel.
- This includes payroll and covered benefits expenses for public health department staff to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.
- This can also include payroll, covered benefits, and other costs associated with rehiring public health staff up to the pre-pandemic staffing level of the government.

Improving the Design and Execution of Public Health Programs

- This includes engaging in planning and analysis to improve programs addressing the COVID-19 pandemic, including using targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis.
- Examples (provided by WALHDAB) that could be included: Communicable Disease: Training public health on general communicable disease follow-up to quickly shift gears to respond to a pandemic. The pandemic showed us that public health infrastructure has suffered over the years and the need for trained workers to step into contact tracing roles is essential.

Addressing administrative needs, including:

- Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
- Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data, and case management systems).



Addressing Disparities in Public Health Outcomes

- Activities are eligible if provided in a Qualified Census Tract (QCT); to families living in QCTs; to populations, households, or geographic areas disproportionately impacted by the pandemic (supported through data); or services provided by Tribal governments.
- This includes the activities that facilitate access to resources that improve health outcomes, including services that connect residents with healthcare resources and public assistance programs and build healthier environments, such as funding community health workers to help community members access health services and services to address social determinants of health; funding public benefits navigators to assist community members with benefits and services; housing services to support healthy living environments and neighborhoods; remediation of lead paint or other lead hazards to reduce the risk of elevated blood lead levels among children; and evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.
- This also includes promoting healthy childhood environments, such as new or expanded high-quality childcare to provide safe and supportive care for children; home visiting programs to provide structured visits from health, parent educators, and social service professionals; and enhanced services for child welfare-involved families and foster youth to provide support and training.
- Examples (provided by WALHDAB) that could be included. (Please note that within this category, eligibility is based on the first dot point above):
 - Evaluate PH programs, performance measures and agency strategic plans by assessing the impacts of COVID-19 on our programs, performance measures, priorities, goals, and strategies.
 - Continue to assess the impact of COVID on our program caseload but already know that some have been impacted more than others with an increasing caseload (WIC, STIs). Create one/some PHN or other public health positions to support these programs with service delivery as well as to support COVID surge and other preparedness response activities should our COVID caseloads increase as well.
 - Strategies to address populations and programs most impacted by COVID include such areas as youth mental health, AODA, parenting, elder abuse, childhood


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immunizations, and reproductive health, including a focus on how to impact social determinants of health.

Special Provisions

Be aware that Treasury may provide more guidance regarding this funding. Expect that DHS would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds.

J. FEDERAL AWARD INFORMATION

FAIN (Federal Award Identification Number)	SLFRP0135
Federal Award Date	03/03/2021
Subaward period of Performance Start Date	01/01/2026
Subaward period of Performance End Date	09/30/2026
Amount of Federal Funds obligated (committed) by this action	N/A
Total Amount of Federal Funds obligated (committed)	See Contract
Federal Award Project Description	The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.
Federal Awarding Agency Name (Department)	U.S. Department of the Treasury
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listing Number	21.027
Assistance Listing Name	Coronavirus State and Local Fiscal Recovery Funds
Total made available under each Federal award at the time of disbursement	\$1,266,580,313.25
R&D?	No
DPH Indirect Cost Rate	N/A



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

I. SCOPE OF WORK (GRANT VIA GEARS)

A. OVERVIEW

Program:	Community Interventions and WI Wins
Period of Performance:	July 1, 2026-June 30, 2027
GEARS Contract Year:	2027
Profile(s):	181010 & 181004
Grantee Name:	City of Franklin Health Department
GEARS Agency Number:	472787
GEARS Agency Type:	60
Agreement Amount:	\$1,750 + \$1,134

B. BACKGROUND AND/ OR CONTEXT

The mission of the Wisconsin Department of Health Services is to protect and promote the health and safety of the people of Wisconsin. Commercial tobacco products are Wisconsin's leading causes of preventable death and disease. Commercial tobacco products are any products that contain, are made from, or are derived from tobacco or nicotine that are intended for human consumption. Tobacco as referred to in this document include cigarettes, smokeless tobacco, nicotine pouches, hookah tobacco, cigars, pipe tobacco, electronic nicotine delivery systems including e-cigarettes and e-liquids.



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Wisconsin's Commercial Tobacco Prevention and Treatment Program (CTPTP) implements a comprehensive tobacco prevention and treatment program based on best practices from the Centers for Disease and Control and Prevention (CDC) to aggressively address the burden of tobacco use and exposure. CTPTP addresses four main goals to reduce the burden of tobacco in Wisconsin:

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

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

CTPTP funds coalitions to address local tobacco priorities through public policy change as one way to reach these goals. Coalition engagement at state and local levels is essential to change social norms around tobacco use and vaping, and to create a climate in which tobacco becomes less desirable, less acceptable, and less accessible. Local coalitions in Wisconsin have been successful in addressing tobacco-related disparities by implementing best practice state and local public policy, such as comprehensive indoor smoke-free air policies, multi-unit smoke-free air policies, tobacco-free school policies, tobacco-free outdoor spaces policies, and local tobacco zoning policies.

C. COMMUNICATIONS

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

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

- Email providing or requesting information.
- Programmatic or contractual meetings.
- Reporting including budget status updates and the submission of GEARS expense reports.
- Quarterly reporting in the activity tracker on the progress on the scope of work



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D. POINTS OF CONTACT

The Grantee is responsible for notifying their CTPTP contract administrator at DHS if there are any changes in contact information within five (5) business days.

1. TABLE 1: DPH CONTACT AND ROLE

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

2. TABLE 2: GRANTEE CONTACT AND ROLE

Name and Contact Information	Role
Lauren Gottlieb; llube@franklinwi.gov	Authorized Signatory (individual at organization who will sign the final contract)
Megan Conway; MConway@franklinwi.gov	Project Manager
Ellen Henry; EHenry@franklinwi.gov	Contract Manager
Kaitlyn Heider; kheider@franklinwi.gov	Project Manager
	Choose an item.

E. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE

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

- **GEARS Expense Report(s) and Payment Schedule:** Grantee must report costs incurred on the GEARS Expenditure Report Form ([f-00642](#)) and submit the GEARS



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Expenditure Report by the **11:59pm on the 15th** of the month via email to the GEARS Unit (dhs600RCars@dhs.wisconsin.gov) with a copy to the DHS program staff (CTPTP contract administrator)

- The GEARS Unit is responsible for issuing payment. The DHS program staff are responsible for ensuring claimed expenses are allowable and agree with approved budgets and scopes of work.
- Final GEARS Expense Reports are due no later than **forty-five (45) days** from the end of the contract period on **6/30/2027**

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

Direct any questions related to the technical aspects of expenditure report processing, monthly payment reports, and reimbursements can email DHSDESBFSGEARS@dhs.wisconsin.gov. Direct all other questions regarding expense reports to the DHS program area (CTPTP contract administrator).

F. REPORTING REQUIREMENTS

1. FINANCIAL REPORTING

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

2. PROGRAMMATIC REPORTING

Quarterly reports are required throughout agreement period with all reports submitted on or before the agreement period ends. Grantees are required to quantitatively and qualitatively document program deliverables and provide a written statement through the reports. Grantee will be provided report forms and deadlines from the DHS program area (CTPTP contract administrator).

Direct all questions regarding reports to the DHS program area (CTPTP contract administrator). Failure to meet a reporting requirement(s) can result in a dispute(s) for noncompliance, default, and/or breach of the agreement terms and conditions.

G. UNALLOWABLE & ALLOWABLE COSTS

1. UNALLOWABLE

- Direct and indirect lobbying
- Paid media (excluding WI Wins and social media boosts with prior approval from CTPTP)
- AI Software tools
- Cash is not an allowable incentive for program participation.



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- Gift card incentives **may not**:
 - be associated with **entertainment** (e.g., movies, games, lottery, etc.);
 - be redeemable for cash;
 - be used to purchase **tobacco, alcohol, or firearms**;
 - be used to purchase **food** (e.g., restaurants, groceries, etc.)
 - be transferred by the recipient to other parties.
- Providing tobacco prevention or treatment services of any kind, including:
 - Direct tobacco prevention cessation and primary education
 - Community and school-based cessation classes and services
- General teaching and counseling positions and services
- Providing tobacco-dependence services and pharmacotherapies

2. ALLOWABLE

- Subcontracting is allowable for a maximum of 10% of the Community Interventions allocation with prior review and approval by your CTPTP Contract Administrator
- Indirect costs are allowable for a maximum of 10% of the total allocation
- Additional positions, consultants, and personnel subcontracts require prior CTPTP contract administrator approval
- Incentives are limited to two categories:
 - Transportation (e.g., fuel only gift cards, bus passes)
 - Small promotional items (e.g., water bottles, t-shirts, buttons, stickers, etc.)
- Gift cards are allowable as participant incentives provided that the grantee has established a way to ensure that the gift card cannot be used to purchase unallowable items in a written agreement with the gift card vendor.
- Incentives must be nominal, meaning an amount that doesn't exceed \$25.

Additional information can be found in the [DHS Allowable Cost Policy Manual](#)

Direct all questions regarding eligible expenses to the DHS program area (CTPTP contract administrator).

H. BUDGET MANAGEMENT

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

Grantee must receive prior approval for any equipment purchases that exceed \$1,000 per the [DHS Allowable Cost Policy Manual \(Section 10a\)](#). Direct all questions regarding budget management or equipment purchases to the DHS program area (CTPTP contract administrator).



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I. WEB CONTENT ACCESSIBILITY GUIDELINES (WCAG) 2.1

As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Rehabilitation Act of 1973 (29 U.S.C. § 791 et. seq.), specifically Sections 504 and 508, Section 1557 of the Affordable Care Act (42 U.S.C. § 18116 et. seq.), and the Nondiscrimination in Healthcare Programs and Activities Rule (89 F.R. 37522) published on April 24, 2024, the Contractor must adhere to the specific Federal requirements therein, ensuring that all web content and mobile applications (apps) are accessible to people with disabilities. To meet those regulations, the Contractor must adhere to the Web Content Accessibility Guidelines (WCAG) 2.1 in the fulfillment of the contract.

J. ADDITIONAL INFORMATION AND/OR REQUIREMENTS

General Contract Requirements

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

Methods to Accomplish Goals

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



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- Communicate and collaborate with other coalitions and state partners

Centers for Disease Control and Prevention Best Practices:

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

Wisconsin Wins

- Contract for the WI Wins allocation is for the jurisdictions that the Coalition covers
 - Subcontracting is allowable with prior review and approval of the subcontract by CTPTP contract administrator
 - Funding is determined based on the number of compliance checks allocated for the jurisdictions the Coalition covers (\$81 per check)
 - Participate in WI Wins trainings and/or webinars

Unallowable Activities

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

Non-Appropriation:

DHS reserves the right to cancel any agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government or for failure of the Grantee to comply with terms, conditions, and specifications of this Agreement.

K. PROJECT DELIVERABLES

This scope of work outlines the key strategies designed to reduce the impact of commercial tobacco use across communities through coordinated coalition engagement, policy advancement, youth involvement, and retailer education. The program focuses on building and sustaining strong local coalitions, supporting the development and implementation of evidence-based tobacco prevention policies, engaging both local and state leaders through education and advocacy and authentic youth engagement. Together, these initiatives emphasize community outreach, communications, partnership development, and evaluation to create sustainable policies and systems change to protect youth and adults from the harms of commercial tobacco. The scope of work and contract deliverables below is designed with goals that are clearly defined including measurable activities that should be



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used to meet the deliverables of each of the five key strategies.

CTPTP supports this work through comprehensive training and technical assistance. The Training and Technical Assistance (TTA) plan is designed to directly support and enhance each partner's work to achieve deliverables associated with each goal listed below. CTPTP provides structured guidance, resources and capacity building opportunities you will see laid out in the TTA plan. The TTA plan is continuously updated. The TTA plan is built on input from coordinators, if you need TTA on something not listed, please contact your contract administrator or the CTPTP TTA coordinator.

1. FACT/YOUTH ENGAGEMENT

Goal:

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

Activities:

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

Deliverables:

Track quarterly outcomes in CTPTP's activity tracker and provide qualitative documentation for completed activities above.

TTA:

For ideas, resources or support to meet these deliverables connect with FACT staff.

2. WI WINS

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

Activities:

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

Deliverables:

Track compliance checks and outreach activities on www.wiwins.org.



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TTA:

For ideas, resources or support to meet this deliverable go to the TTA plan and look for *Wi Wins* under Related Scope of Work Goal/Activities.



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Addendum I

SFY27 Wisconsin Wins Allocations & Required Activities

Allocation & Required Compliance Checks

COUNTY/JURISDICTION	SFY27 CHECKS	SFY27 ALLOCATION
ADAMS	22	\$1,782
ASHLAND	16	\$1,296
BARRON	40	\$3,240
BAYFIELD	20	\$1,620
BROWN	115	\$9,315
BUFFALO	17	\$1,377
BURNETT	26	\$2,106
CALUMET	21	\$1,701
CHIPPEWA	59	\$4,779
CLARK	30	\$2,430
COLUMBIA	49	\$3,969
CRAWFORD	23	\$1,863
DANE	205	\$16,605
DODGE	58	\$4,698
DOOR	33	\$2,673
DOUGLAS	46	\$3,726
DUNN	34	\$2,754
EAU CLAIRE	55	\$4,455
FLORENCE	9	\$729
FOND DU LAC	65	\$5,265
FOREST	12	\$972
GRANT	43	\$3,483
GREEN	25	\$2,025
GREEN LAKE	19	\$1,539
IOWA	20	\$1,620
IRON	16	\$1,296
JACKSON	29	\$2,349
JEFFERSON	55	\$4,455
JUNEAU	34	\$2,754
KENOSHA	104	\$8,424
KEWAUNEE	17	\$1,377
LA CROSSE	60	\$4,860
LAFAYETTE	14	\$1,134
LANGLADE	26	\$2,106
LINCOLN	13	\$1,053
MANITOWOC	52	\$4,212
MARATHON	77	\$6,237
MARINETTE	53	\$4,293



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MARQUETTE	13	\$1,053
MILWAUKEE - SUBURBAN	148	\$11,988
MILWAUKEE - FRANKLIN	14	\$1,134
MILWAUKEE - CITY	450	\$36,450
MONROE	39	\$3,159
OCONTO	37	\$2,997
ONEIDA	35	\$2,835
OUTAGAMIE	100	\$8,100
OZAUKEE	38	\$3,078
PEPIN	9	\$729
PIERCE	35	\$2,835
POLK	54	\$4,374
PORTAGE	40	\$3,240
PRICE	17	\$1,377
RACINE	142	\$11,502
RICHLAND	10	\$810
ROCK	82	\$6,642
RUSK	14	\$1,134
SAUK	56	\$4,536
SAWYER	31	\$2,511
SHAWANO	35	\$2,835
SHEBOYGAN	71	\$5,751
ST. CROIX	79	\$6,399
TAYLOR	22	\$1,782
TREMPEALEAU	32	\$2,592
VERNON	20	\$1,620
VILAS	29	\$2,349
WALWORTH	74	\$5,994
WASHBURN	19	\$1,539
WASHINGTON	67	\$5,427
WAUKESHA	160	\$12,960
WAUPACA	49	\$3,969
WAUSHARA	28	\$2,268
WINNEBAGO	91	\$7,371
WOOD	53	\$4,293

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

All compliance checks must follow the WI Wins Protocol.

Twenty percent (20%) of the total number of compliance checks per county/jurisdiction shall



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include checks in bars & grills, taverns, liquor stores, bowling alleys, resorts and golf courses. Remaining checks can include retail locations such as convenience stores, grocery stores, and gas stations.

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

Addendum II

SFY27 Wisconsin Wins Required Activities & Allocations

Wisconsin Wins Outreach Activities

The number of outreach activities for each county/jurisdiction is based on the number of compliance checks allocated in SFY27. See previous page for color assigned to the county/jurisdiction. Given that each county/jurisdiction has different needs, agencies have the ability to negotiate the number of activities.

Example: Wood County is coded with green, therefore 5 public outreach and 4 media outreach must be completed throughout SFY27.

-Required Outreach Activities-

SFY27

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

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



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

Audience:

Primary = retailers, community leaders, policy makers

Secondary = general public, parents, teachers

Youth only when recruiting for compliance checks

Media Outreach

- Participate in on-air and/or print interviews
- Send a press release to local daily, weekly, and/or monthly newspaper
- Share local story with newspaper, television, and/or radio
- Submit letter to the editor (LTE) to local newspaper
- Send WI Wins/T21 Public Service Announcement to television and/or radio stations
- Call-in to community talk radio shows and/or morning shows
- Submit a WI Wins update for local newsletters
 - Community
 - High school
 - Health department
 - Local coalitions
 - Neighborhood Watch
 - Places of worship
 - Chamber of Commerce
- Submit social media post. Examples of acceptable social media outreach include:
 - Educating on federal tobacco 21 law
 - Using an ad template
 - Recognizing/thanking community partner, such as law enforcement (tag person/agency in Facebook post)
 - Recognizing/thanking retailer for not selling to youth (tag retailer in Facebook post)
- Submit paid ad template provided and approved by CTPTP to print media (work with CTPTP Communications Coordinator, Youth Access Program Coordinator and Contract Administrator)



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Public Outreach

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

Messages and Tactics

- All WI Wins outreach should have a positive focus
- The goal is to prevent initiation of tobacco products among youth and young adults by preventing access
- Provide details of WI Wins activities and WITobaccoCheck.org



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

- Promote the Tobacco 21 website and free resources for retailers
- Recognize retailers and clerks who are making a difference in their community by not selling tobacco
- Highlight a retailer who uses WITobaccoCheck with all their employees
- Educate retailers on the federal tobacco 21 law and the need to verify purchaser age by checking ID
- Share a youth's perspective on their involvement in compliance checks
- Discuss enforcement practices and retailer employee training with law enforcement
- Thank retailers and clerks for not selling
- Increase awareness of e-cigarettes and flavored products available in the community and the importance of existing youth access laws/WI Wins program
- Promote treatment options when educating about the federal tobacco 21 law
- Build relationships with retailers and act as a resource for them

Resources

1. WI Wins Google Folder
2. WI Wins Activity Library – Log in to search approved outreach activities

BUDGET DETAIL: Provide a breif description of bud

Agency: City of Franklin Health Department

BUDGET DESCRIPTION		
A. Personnel Services		
Title/position & Breif description of duties related to this funding	Annual Salary	FTE
A. 1		
B. Contractual		
C. Program Supplies		
1. Supply Itemizations (office supplies, etc.)		
Supplies for youth activities/FACTivisms (paper, tape, art supplies, etc.)		
Mailing supplies (stamps, thank you cards,ect.)		
Materials for handouts to clerks (folders, frames for compliant clerks, etc.)		
2. Printing/Photocopying Itemizations		
Printing of FACT resources		
Printing of WI WINS resources		
C-2 Pri		
3. Event/Meeting Itemizations (food, room costs, etc.)		
Food/Meeting Snacks/Ice Cream Social		
C		

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

Incentives for youth compliance check volunteers (\$25/volunteer x 2 volunteers)

Incentives for compliant clerks during tobacco compliance checks (\$25/clerk x 14 retailers)

C-4 In

C.

D. Agency Operations

1. Rent Itemizations

2. Communication Itemizations

Telephone Connection

Internet Connection

L

3. Travel Itemizations

4. Training/Skills Development Itemizations (course/conference registration, etc.)

D-4 Training

5. Electronic & Equipment Itemizations (laptop, cell phones, etc.)

D-5 Elect

6. Miscellaneous Itemizations

\$20/complainece check to purchase items (including attempted tobacco product purchase) x 14 r

Social Media WI WINS thank you to retailers ad

D. A

1. Indirect/Administrative Costs Itemizations

According to State Statute 255.15, no recipient of moneys distribute

		AMOUNT
Salary for Contract	Fringe Benefit Amount for Contract	
Personnel Services TOTAL		\$
B. Contractual TOTAL		\$
		\$ 1,000
		\$ 100
		\$ 199
<i>C-1 Supplies SUB TOTAL</i>		\$ 1,299
		\$ 250
		\$ 105
<i>Printing/Photocopying SUB TOTAL</i>		\$ 355
		\$ 500
<i>C-3 Events/Meetings SUB TOTAL</i>		\$ 500

	\$ 50
	\$ 350
<i>Incentives & Stipends SUB TOTAL</i>	\$ 400
Program Supplies TOTAL	\$ 2,554
<i>D-1 Rent SUB TOTAL</i>	\$ -
<i>D-2 Communications SUB TOTAL</i>	\$ -
<i>D-3 Travel SUB TOTAL</i>	\$ -
<i>/Skills Development SUB TOTAL</i>	\$ -
<i>ronics & Equipment SUB TOTAL</i>	\$ -
etailers	\$ 280
	\$ 50
<i>D-6 Miscellaneous SUB TOTAL</i>	\$ 330
Agency Operations TOTAL	\$ 330

E. Indirect Costs TOTAL	\$
TOTAL COSTS	\$ 2,884

ed may expend more than 10% of those

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	

Certificate Of Completion

Envelope Id. 1B1A55F5-FED6-8EFF-832B-F236C46AE316

Status: Sent

Subject *RESEND* MP - Franklin HD - 2026 DPH Consolidated Contract - 435100-G26-DPHCC26-26 M2

Source Envelope

Document Pages: 42

Signatures: 0

Envelope Originator

Certificate Pages: 5

Initials: 0

Yvette Smith

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201 East Washington Avenue

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Madison, WI 53703

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yvettea.smith@dhs.wisconsin.gov

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Ellen Henry

EHenry@franklinwi.gov

Public Health Strategist

Security Level: Email, Account Authentication
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Sent: 7/9/2026 9:08:29 AM

Resent: 7/22/2026 11:23:23 AM

Viewed: 7/22/2026 11:51:13 AM

Anna Benton

anna.benton@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

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Carbon Copy Events

Status

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DHS DPH Contract Routing

dhSDPHContractRouting@dhs.wisconsin.gov

Security Level: Email, Account Authentication
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DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

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(None)

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GEARS Contracts

DHSCARSCONTRACTS@dhs.wisconsin.gov

Wisconsin Department of Health Services

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Envelope Updated

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Envelope Updated

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Payment Events**Status****Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

Required hardware and software

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

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

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

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
Reports and Recommendations	Motion to approve a resolution authorizing the Director of Health and Human Services, to approve and sign the Fun Flicks Outdoor Movies Contract.	ITEM NUMBER ALL DISTRICTS D. I. (C)

Background: The City of Franklin Health Department's (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education. In line with this mission, FHD is dedicated to providing year-round, substance-free community events to create a safe and inclusive environment for all residents.

Analysis: The City of Franklin Health Department hosts a variety of events throughout the year to provide substance free activities and educational opportunities for residents of all ages. FHD has available grant funding to provide a substance free family outdoor movie night at City Hall on the front lawn on August 18th, 2026, that will offer a fun and engaging way for families to come together and enjoy a safe, healthy community gathering space without the presence of substances.

The updated contract has been reviewed by the City Attorney.

Fiscal Note: The contract total of \$1,700 will be paid by the current Drug Free Communities (DFC) Grant. There will be no impact on the City of Franklin budget for these expenses

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve a resolution authorizing the Director of Health and Human Services, to sign the Fun Flicks Outdoor Movies Contract.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 08/04/2026

RESOLUTION NO. 2026-____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, TO SIGN THE 2026 FUN FLICKS OUTDOOR MOVIE CITY OF FRANKLIN HEALTH DEPARTMENT CONTRACT.

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

WHEREAS, FHD is dedicated to providing substance-free community events throughout the year,

WHEREAS, the FHD has available grant funding to support a family friendly, outdoor movie night on August 18th, 2026

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the motion to sign the 2026 Fun Flicks Outdoor Movie City of Franklin Health Department is hereby approved.

BE IT FURTHER RESOLVED that the Franklin Health Department is hereby authorized to execute the Fun Flicks Outdoor Movie City of Franklin Health Department Contract.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____



Invoice #63780503

Sign & Pay Online! If you need to print and mail your contract, please mail to:

Project Entertainment LLC, DBA FunFlicks
2246 Balsam Way
Green Bay, WI 54313
Phone: 888-550-8290

Billing Information

Volition Franklin/Franklin Public Library
Ellen Henry
9229 W Loomis Rd
Franklin, WI 53132
Home Phone:
Cell Phone: (262) 308-7333
Office Phone: (414) 427-7530

Event ID #: 63780503
Order Date: 7/28/2026
Rep: Steve Mocco

Screen Rental Date: 8/18/2026
Rain Date Hold: N/A
Arrival Time: 4:00pm
Movie Start Time: 5:30pm
Movie End Time: 8:30pm

Delivery Location Information

On-site Contact: Megan Cramer
9229 W Loomis Rd
Franklin, WI 53132

Delivery Method: Fully Staffed
Surface Type: Pavement

Rain Date Hold is Available At A Rate of \$149 - \$499 Depending on Screen Size. We hold your screen and a 2nd Date in our system for your backup date

Rental Items	Qty	Total
15' x 8 5' LED Trailer	1	\$2,899.00
FREE Weather Policy - All Days	1	\$0.00
 Laptop Connection Request	1	\$0.00

Order subtotal		\$2,899.00
Discount		\$1,528.35
Surcharge*	8.0%	\$239.14
Delivery		\$90.21
Staffing		\$0.00
Total		\$1,700.00
Deposit Due		\$0 00
Amount Paid		\$1,700.00
Balance Due		\$0.00

*8.0% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the trademark registration

Pre-Paid Gratuity: As a convenience to our customers, you can include a pre-paid gratuity for your technician at the time of your booking. If you would like to pay gratuity later, you can give it directly to your tech on-site or call our office after your event and we'll be happy to add it then.

Post-Event Gratuity: If you would like to add gratuity after your event is complete, you can contact our office to add it to your invoice

Please Note: Your rental must be paid in full 14 days prior to your event date

Your reservation is not confirmed and we are not responsible for holding equipment/dates until you have signed this rental agreement. No refunds are offered and all postponements or cancellations will be credited towards future rentals.

Equipment Rental Agreement: Our goal is to provide you with friendly, FUN, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation.

By making your deposit or payment in full, you are agreeing to these terms and conditions described on the invoice above and Rental Agreement below.

DEPOSITS: A 50% deposit is required to confirm your event date.

If you need to make alternate arrangements to meet our deposit requirements, please contact your FunFlicks Rep. This deposit is non-refundable once it is less than 30 days to your screen rental date. If you are making this reservation less than 14 days prior to your event date, then payment in full is required at the time of your reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed Rental Agreement.

Final Payments: Your final balance must be paid to us no later than 14 days prior to your event rental date. Your rental may be cancelled if we have not received your final payment by that time. Customers can make post-event payment arrangements with Purchase Orders or other terms with our approval.

Return Check Charge: There is a \$50 charge for all returned checks.

CANCELLATION FEE POLICY

You always have 6 months to re-book your rental instead of forfeiting funds, but if you must cancel the terms are listed here.

30+ Days Prior To Event Date	\$49 Fee Then Full Refund
15 - 29 Days from Event Date	Pay 50% of Event Rental Total
14 Days or Less from Event Date	Pay 100% of Event Rental Total

RESCHEDULING FEE POLICY

Reschedule 30+ Days from Event Date	\$49 Fee
Reschedule 15-29 Days from Event Date	\$149 Fee
Reschedule 14 Days or Less from Event Date	\$249 Fee

INFORMATION & TERMS

Weather Rescheduling Policy - Premiere, Blockbuster, Elite, Epic and Xtreme Screens: Your screen rental comes with a FREE Weather Assurance Plan! You can reschedule your screen rental on any day that we have availability at no cost to you, if your event is cancelled due rain or wind prior to us dispatching our tech.

Important Notice: We DO NOT cancel/reschedule event rentals prior to the day of the rental. Weather predictions change (often) and we want your event rental to happen as scheduled. If you choose to cancel or reschedule your event due to weather prior to your actual rental date, you will be required to pay a \$199 Rescheduling Fee.

Proceed or Postpone Weather Options on Day of Rental: It is agreed by both parties that www.weather.com (<http://www.weather.com/>) is the tool used to verify weather percentages. Simply visit www.weather.com (<http://www.weather.com/>) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using one of the following options:

1. **Move Indoors:** If you choose to move indoors and require a smaller screen to fit your space, we will not refund or credit you for changing screen sizes to accommodate the space. Substitute screens are subject to availability and are not guaranteed.
2. **Postpone:** You can postpone your rental and choose a rescheduled date any day that we have availability and no later than 6 months from the originally scheduled date.
3. **Take Your Chances:** If rain chances are < 50% during the 2 hour period before, during & after your scheduled event time, you can choose to have our tech dispatched for delivery and take your chances that it will not rain. Once our tech is dispatched, you will not receive a refund and a rescheduled event will not be available without paying for an entirely new rental. This would constitute your event.
4. **Take Your Chances & Agree to Pay Fee:** We will dispatch our tech with the following terms (you will have to agree to these terms in writing prior to event).

A. If your rental is cancelled due to weather any time up until one (1) hour after your scheduled start time, you may reschedule your event on a Sunday - Thursday no later than 6 months from the originally scheduled date. You agree to pay \$199 plus the original delivery/mileage/toll charge to cover our tech's time & mileage.

B. If we have dispatched our tech and your rental is cancelled due to weather more than one (1) hour after your originally scheduled start time, this would constitute your event, you will not receive a refund and a rescheduled event will not be available without paying for an entirely new rental.

Laptop Connection Request: You have added the Laptop Connection to your rental. Customer is responsible for verifying their connection types with our staff to ensure compatibility with our projection and sound system. We currently support laptops with either VGA or HDMI connections. If you want audio to play through our system your device will need to have a 3.5mm headphone jack. **PLEASE NOTE:** If we provide screen upgrade due to equipment availability and your event is rescheduled for any reason, you may not receive the screen upgrade at your rescheduled event.

EVENT DAY RESPONSIBILITIES

1. **Event Day Confirmation Call:** We will call you on the morning of your event between 10:00 AM - 1:00 PM to confirm your event. You must be available to take our call that day or you can request a text message for confirmation as well. If you request a text message, you need to be able to reply with your confirmation that our message was received. If there is more than a 20% chance of rain or wind is forecasted 15+ MPH on your date, we will not dispatch our tech for delivery without talking with you. This means that if you do not respond to the text message or take our call, we will not be able to deliver your rentals.

2. **Rental Period:** your Movie Start Time is the time that we expect to start your main feature presentation. If you need to start later than your listed start time, please let us know in advance. If your start time is changed once we are on-site, you may be charged an additional \$50 for the additional time that our tech is on-site.

3. **Tech Arrival & Movie Start Time:** We will arrive at the approximate time listed at the top of this contract (Arrival Time). Our arrival time may vary from the time listed here due to traffic or other circumstances. We include significant buffer time in the equipment setup period to allow for this variance. 95% of our event rentals start on time and we will make every effort possible to meet your Movie Start Time listed, however we do not guarantee that your movie will start at the Movie Start Time. No refunds or credits will be issued for not starting your movie at the Movie Start Time listed here.

4. Tech Responsibilities

Full Service Option: Our tech is provided to deliver & setup equipment, change media, connect devices, make adjustments and breakdown equipment. We will stay on-site during the duration of your screen rental to ensure that everything runs as smoothly as possible. Our tech is happy to help out with most event related items but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside the ones listed here.

Drop-Off Service Option: Our tech will deliver, setup & breakdown your rental equipment but will not remain on-site for the duration of your event. If any technical difficulties arise, you will call our On Call Manager or the Delivery Tech for support. In the event of rain, customer is responsible for covering equipment or moving it to a dry location.

5. **Parking & Unloading:** Customer must provide adequate parking for loading/unloading, including any costs, permits or passes, within 100 yards of the screen setup location.

6. **Screen Location, Size & Surface Type:** Customer is responsible for ensuring our screen & projection gear will fit at rental location. It must be completely dark (10 minutes after official sunset) unless indoors. We normally secure our screens by placing 18"

stakes in the ground around the screen. If we cannot place stakes in the ground for any reason (no stakes allowed, pavement, concrete, etc.) customer is responsible for providing weighted item for tying off to secure the screen. Examples would be water filled trash cans, sand bags, cinder blocks, etc. Customer is responsible for letting us know if these items are not available on-site at least 72 hours prior to rental. FunFlicks offers sand bag and water barrel rentals for locations that where stakes are not allowed and customer is responsible for securing these items prior to event date.

7. Lighting: Customer is responsible for minimizing the amount of light in the area above and nearby the screen. Parking lights, street lights, flood lights, stadium lights, etc. will degrade the quality of the image on our screen and make it appear washed out. FunFlicks is not responsible for the quality of the video image if all light sources within 100' of the screen are not turned off.

8. Electrical Requirements: Customer must provide sufficient power on-site for our equipment to operate correctly. You will need to provide 0 outlet(s), each on separate circuit breakers if more than 1 outlet is required for the rentals you requested. Power outlets must be located within 100' of the location where our screen/equipment will be setup. For distances more than 100, customer will provide 12 gauge extension cords up to 300'. We will not setup equipment more than 300' from a power source.

Generators: Customer may provide a generator with at least 5,000 watts of continuous power and 2 separate circuit breakers. FunFlicks will not be responsible for customer provided generators that fail, trip breakers or otherwise don't function with our equipment. We offer generator rentals at additional charge in some locations.

9. Customer Provides All Media: Unless specifically licensed through FunFlicks and listed in this agreement, all media to be played on our screen/system must be provided by the customer. Our system plays standard, commercially produced DVD and Blu-ray discs. We currently do not support 4K, Ultra HD or other disc types other than standard DVD and Blu-ray.

1. We are not responsible for scratched media, custom burned media, download media or any other content issues/errors that occur with our equipment. We use new equipment that has been tested with most commercial DVD/Blu-ray discs. Please be prepared to provide a backup copy of your movie or other content you plan on playing in our systems in case there are problems with the primary disc.

2. If you are connecting a laptop, cable box, gaming system or other media devices you must tell us in advance and it must be included in this contract. If you do not see your media type listed (i.e. laptop, live TV, video gaming) then it assumed you are providing a standard DVD or Blu-ray disc. Please contact your FunFlicks Sales Coordinator if you are not showing a standard disc type. We cannot connect other devices to our systems unless the device is listed in your rental items above and we will not be responsible for event issues or failures resulting from this omission during your booking and in writing.

3. Customer is responsible for all licensing and other costs associated with any content or media used on a FunFlicks' system.

10. Equipment Malfunctions: All equipment is new and under warranty for your assurance - however there is always the risk of technical malfunctions. If we experience an equipment issue on-site, we will make every effort to get it fixed on-site or get replacement equipment delivered to your location within 60 minutes of diagnosis. If we are unable to get the equipment working or are unable to get a replacement on-site within 60 minutes from our diagnosis of problem, then FunFlicks will provide a rescheduled rental on a date mutually agreeable by customer and FunFlicks, not to be scheduled later than 6 months from the originally scheduled date. We do not offer refunds for technical malfunctions.

FunFlicks is not responsible and will not pay for incidental or consequential damages caused by any delays or equipment malfunctions. This includes but is not limited to food, entertainment, labor, sponsorships, other rentals, or other costs incurred by customer in conjunction with this rental.

Customer Provided Equipment: We will substitute any customer provided equipment in the case of failure (i.e. DVD player, projector, speakers, cables, etc.), however no refund or credit will be provided if event goes on as planned. If delayed more than 60 minutes, customer can opt to request a rescheduled rental option subject to approval by FunFlicks.

11. Sprinklers & Venue Safety: Customer is responsible for ensuring that sprinkler systems are turned off in the area where our screens & other equipment will be setup. If sprinkler systems are activated during your rental and our equipment is subjected to water from sprinklers, you will be charged a \$150 cleaning fee. If any equipment is damaged by water from sprinkler systems, then customer is responsible for paying repair or replacement costs for damaged equipment.

Customer is responsible for providing a safe venue for our equipment and our technician. We reserve the right to not setup our equipment in any environment our technician deems to be unsafe. This includes but is not limited to factors such as rain, threat of rain, mud, wind, extreme temperatures, uneven terrain, unsafe structures, uncontrolled crowds, etc. FunFlicks does not issue refunds and no rescheduled rental will be provided for cancellations caused by unsafe conditions. Weather related cancellations are covered in the Weather Policy of this rental agreement.

ADVERTISING, PHOTOGRAPHS & PROMOTION: The customer gives their full consent and permission to FunFlicks, its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this event. In addition, FunFlicks may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Customer acknowledges that by making payment and/or signing, that this Rental Agreement is a legal and binding contract. To cancel or reschedule a rental, sufficient notice must be given by Customer in accordance with the terms outlined in this Rental Agreement and that Customer may incur additional fees for doing so. Any rescheduled event is subject to availability at the time of cancellation or postponement. Refunds are not provided for rentals from FunFlicks. FunFlicks may, at it's sole discretion, provide credits towards future events for weather related and other cancellations.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Ellen Henry

Printed Name

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO EXECUTE S. 116TH STREET TRAIL PROJECT CHANGE ORDER NO. 6 TO GRAEF-USA, INC. IN THE AMOUNT OF \$45,000.00.	ITEM NUMBER H. 2. Dist. #6

BACKGROUND

The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive.

On August 4, 2020, GRAEF-USA, Inc. was awarded a contract to design the S. 116" Street Trail project.

This amendment addresses additional design and engineering effort associated with project changes that were required after constructability concerns were identified in the field. The original direction from the City of Franklin was to design the project using GIS contours – concerns were identified during the construction walk in fall 2025 and survey as well as redesign was needed to make the project constructable. The project was subsequently placed on hold while alternatives were evaluated, and the design was revised to address the identified issues. The amendment covers the additional professional services necessary to develop the revised design and support the project through completion.

Attached is the change order no. 6 amendment provided by GRAEF-USA outlining the reasonings for the amendment.

STAFF RECOMMENDATION

Approve Change Order No. 6 for the S. 116th Street Trail Project to GRAEF-USA, INC. in the amount of \$45,000.00.

FISCAL NOTE

Attached is the Change Order No. 6 from GRAEF for \$45,000. The summary of the project costs (Fund 46-0551-5833.5125) are as follows:

\$150,000.00 Original Contract Fee

\$355,000.00 New contract price after this Change Order

Note that 61% of this is eligible for Park Impact Fees.

An option for the funding could be to use the rest of the award about from the Ryan Meadows trail. GRAEF was awarded a contract in July 2021 for \$50k to design the Ryan Meadows Trail. To date, GRAEF has billed \$10,288.75 and the project has been on hold since Summer '22. This project is proposed to be formally cancelled from further study.

COUNCIL ACTION REQUESTED

Motion to approve resolution no. 2026-_____ to execute S. 116th Street Trail project change order no. 6 to GRAEF-USA in the amount of \$45,000.00.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO EXECUTE S. 116TH STREET TRAIL PROJECT CHANGE ORDER
NO. 6 TO GRAEF-USA, INC. IN THE AMOUNT OF \$45,000.00.

WHEREAS, The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive.; and

WHEREAS, On August 4, 2020, GRAEF-USA, Inc. was awarded a contract to design the S. 116" Street Trail project.; and

WHEREAS, This amendment addresses additional design and engineering effort associated with project changes that were required after constructability concerns were identified in the field.; and

WHEREAS, The amendment covers the additional professional services necessary to develop the revised design and support the project through completion.; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to approve change order no. 6 to GRAEF-USA in the amount of \$45,000.00.,

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborate / formulate / innovate

July 24, 2026

Kelly Hersh
Director of Administration
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

SUBJECT: S. 116th Street Trail, Amendment No. 6
116th Street Trail Alignment

Dear Kelly:

We are very pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated August 9, 2020.

This proposal is for S. 116th Street Trail (Project). This proposal is subject to the Terms and Conditions per the original agreement. It is our understanding that the nature of the additional work is additional Phase 2 Site Assessment and WDNR coordination.

For this Project, GRAEF proposes to provide the following Basic Services:

116th Street Trail Project, Post letting work

- Field visit with selected contractor to walk project and discuss constructability concerns brought forward by contractor.
- Coordinate additional survey data along the 116th Corridor to verify assumed datum for design which was GIS contour information previously provided by the CLIENT. Survey included relocated WE Energy poles to allow verification of offsets.
- Plan Revision No 1 – modifications to the plan based on contractors feedback of constructability and survey inconsistencies. Changes to the plan include the following:
 - Redesign of the trail to tie into the trail connection from the Cape Crossing subdivision which was constructed higher than the design phase coordinated elevation.
 - Profile and side slope adjustments to match new survey data.
 - Added water elevations to all cross sections.
 - Coordination of design w\West Shore Pipeline to assure compliance of adequate cover on pipe.
 - Redesign and quantify erosion control plans and quantities to match field conditions and constructability concerns.
 - Preparation of Submittal to Wilkomm for Change Order preparation
 - Review of Wilkomm Change Order and Collaboration w\City staff.
- Value Engineering Design
 - Meeting with Client, contractor and GRAEF staff to identify opportunities for cost savings.
 - Consideration of replacement of cedar split rail with standard woven-wire right-of-way fencing



- Coordination and design concepts with WDNR to address the feasibility of providing the recommended soil cap along steep slopes and adjacent to wetland areas to remove the requirements for biologists adjacent to wetlands along the corridor.
- Vertical profile and horizontal alignment adjustments to increase the amount of contaminated soil to be stored in the following areas of the corridor:
 - STA 80 to STA 82+50 along the trail corridor
 - STA 130 to STA 139 along the trail corridor
 - STA 170 to STA 174 between the trail and 116th Street.
- Additional survey of WE Energy elevation of overhead facility adjacent to trail. Coordination of new design with WE Energies to assure no conflicts w/relocated WE Energy facilities.
- Plan preparation to incorporate design changes for change order consideration by contractor. Calculation of bid items and preparation of bid items to change order pricing.

Future Cap Considerations

- Coordination w/WDNR regarding additional borings taken by TRC in December 2026
 - Import and plotting of TRC test points to Count Coordinates to compare with previously collected data.
 - Collaboration with WDNR and the client regarding next steps given additional boring results.

Wetland Permitting

- Research and documentation w/WDNR regarding wetland credits vs. wetland impacts for the project corridor and identification of past communication regarding artificial wetland exemptions and ACOE lack of concurrence.
- Coordination of new permitting for updated wetland impacts.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis to an estimated additional maximum fee of \$355,000.00. The breakdown of additional services includes:

116th Street Trail Project, Post letting work	\$36,500.00
Future Cap Considerations	\$2,000.00
Wetland Permitting	\$6,500.00
Total	\$45,000.00

You agree to compensate GRAEF for any Additional Services with an additional fee to be negotiated at a later date.



Formulate. Innovate.

To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please call us at 414-266-9175 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

A handwritten signature in black ink, appearing to read "Mary Beth Pettit".

Mary Beth Pettit, P.E.
Vice President, Project Manager

Accepted by:
City of Franklin

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

Danielle Brown, Director of Finance,
Treasurer

Approved as to form: Jesse A. Wesolowski,
City Attorney

X:\ML\2020\20200291\Project Management\Contracts\AmendmentNo6\116thStreetTrail_Proposal Amendment Letter for Additional Services_AmendmentNo6.docx

GENERAL INFORMATION	
Project Name	S. 116th Street
Client Name:	City of Franklin
Date:	7/24/26

S. 116th Street Trail, City of Franklin, WI 53123

Attachment A



DISCIPLINE SUMMARY									
		Amendment No. 2		Amendment No. 3		Amendment No. 4		Amendment No. 5	
		Fee Change		Fee Change		Fee Change		Fee Change	
Management	36	\$ 700	\$ 7,200	\$ 2,200	\$ 93,400	\$ 2,000	\$ 11,400	\$ -	\$ 11,400
Survey & ROW	226	\$ 25,300	\$ 20,300	\$ 800	\$ 21,100	\$ 10,400	\$ 31,500	\$ -	\$ 31,500
Design	804	\$ 568,000	\$ 42,300	\$ 15,200	\$ 57,500	\$ 10,800	\$ 68,300	\$ -	\$ 68,300
Storm Water	112	\$ 10,300	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000
Specs & Bidding	184	\$ 16,700	\$ 11,000	\$ 14,600	\$ 25,600	\$ -	\$ 25,600	\$ -	\$ 25,600
Meetings	100	\$ 12,200	\$ 17,200	\$ 9,800	\$ 27,000	\$ -	\$ 35,000	\$ -	\$ 35,000
Wetlands & Permitting	136	\$ 10,400	\$ 29,000	\$ 13,200	\$ 42,200	\$ 6,800	\$ 50,000	\$ -	\$ 50,000
Grant Applications		\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ 3,000
Environmental Documentation				\$ 14,200	\$ 14,200	\$ -	\$ 14,200	\$ -	\$ 14,200
TRC							\$ 16,432.77	\$ 35,140.12	\$ 51,573
Total Fee	1598	\$ 150,000	\$ 135,000	\$ 70,000	\$ 205,000	\$ 30,000	\$ 235,000	\$ 40,000	\$ 310,000
							\$ 35,000	\$ 270,000	\$ 45,000
									\$ 355,000

Proposed Time & Materials Fee for the Design of S. 116th Street

Amendment No. 1

Amendment No. 2

Amendment No. 3

Amendment No. 4

Amendment No. 5

Amendment No. 6

Total	\$150,000	\$135,000	\$70,000	\$205,000	\$30,000	\$235,000	\$40,000	\$355,000
	-\$15,000	\$135,000						
	\$70,000	\$205,000						
	\$30,000	\$235,000						
	\$35,000	\$270,000						
	\$40,000	\$310,000						
	\$45,000	\$355,000						

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR THE S. 116TH STREET TRAIL TO WILLKOMM EXCAVATING & GRADING, INC. FOR THE AMOUNT OF \$486,750.00	ITEM NUMBER H.3. Dist. # 6

BACKGROUND

The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive.

The project was bid in October of 2024 and awarded to Willkomm Excavating & Grading, Inc. in the amount of \$893,321.53. This project was anticipated to begin in Spring of 2025. The contractor was ready to begin, but noticed the existing conditions were a lot more wet than anticipated. The bid design of the pathway was not constructable in areas where the water level was higher than expected. Therefore, GRAEF redesigned the pathway to reduce impact to the wet areas and build this pathway. Willkomm Excavating submitted a change order to address the changes that were made.

The existing soil is contaminated and the City is required to cap the site, either with a pathway or topsoil, seed, and fertilizer. Since the City already has plans developed and a contractor on site, we recommend approving the change order submitted by Willkomm Excavating & Grading.

Attached is the change order with unit prices submitted by Willkomm Excavating & Grading, Inc. for the amount of \$486,750.00.

STAFF RECOMMENDATION

Approve change order no. 1 to Willkomm Excavating & Grading in the amount of \$486,750.00.

FISCAL NOTE

This is a federally funded project through the State of Wisconsin. The federal funding for this project will be 80% of the construction costs, up to \$832,000.00.

Funding for the project is in alignment with current budget allocations under the approved capital improvement plan. No additional funds are required beyond 20% of the construction costs.

COUNCIL ACTION REQUESTED

Motion to authorize Resolution No. 2026-_____ to approve Change Order No. 1 to Willkomm Excavating & Grading, Inc. in the amount of \$486,750.00.

Engineering – MNP; DOA – KH; Finance – DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR THE S. 116TH STREET TRAIL TO WILLKOMM EXCAVATING & GRADING, INC. FOR THE AMOUNT OF \$486,750.00

WHEREAS, The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive.; and

WHEREAS, The project was bid in October of 2024 and awarded to Willkomm Excavating & Grading, Inc. in the amount of \$893,321.53.; and

WHEREAS, The bid design of the pathway was not constructable in areas where the water level was higher than expected. Therefore, GRAEF redesigned the pathway to reduce impact to the wet areas and build this pathway. Willkomm Excavating submitted a change order to address the changes that were made

WHEREAS, The existing soil is contaminated and the City is required to cap the site;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to approve change order no. 1 to Willkomm Excavating & Grading, Inc. in the amount of \$486,750.00.,

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026.

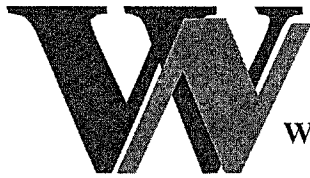
APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



W i l l k o m m E x c a v a t i n g & G r a d i n g , I n c .

June 2, 2026

Attn: Ryan Cournoyer
Graef
275 W. Wisconsin Ave Suite 300
Milwaukee WI, 53203

RE: 116th St Trail
COR 001R1: Project Revision, Plans dated 4/20/2026.

Dear Mr. Cournoyer,

We hereby submit Change Order Request 001R1 for the following authorized extra work:

- Due to extensive revisions to the plans and the conditions of the work site, the majority of the project was revised. This change affected quantities, items, and process. Willkomm and our subcontractors have evaluated the revised plans supplied by Graef. Willkomm requests a change order in the amount of: \$ 486,750.00

We have included a breakdown of the pricing and included a comparison to the original contract.

Please process and issue a contract change order for the above amount.

If you have any questions or concerns please feel to contact me.

Sincerely,

Nicholas Willkomm
Saul Pett
Jake Mueller

Updated Total (Plans Dated 4-20-2026)			Original Contract							
Item #	Description	Qty	Unit	Unit Price	Total	Description	Qty	Unit	Unit Price	Total Price
203 0100	Removing Small Pipe Culverts	6	EACH	\$ 605.00	\$ 3,630.00	Removing Small Pipe Culverts	9	EACH	\$ 519.00	\$ 4,671.00
SPV	Excavation, Hauling and Reuse of Low-Level Contaminated Soil	3800	CY	\$ 52.23	\$ 198,474.00	Excavation, Hauling and Reuse of Low-Level Contaminated Soil	2934	CY	\$ 16.55	\$ 48,557.70
SPV	Excavation, Hauling and Disposal of Contaminated Soil	0	TON	\$ -	\$ -	Excavation, Hauling and Disposal of Contaminated Soil	3007	TON	\$ 36.75	\$ 110,507.25
208 0100	Borrow	100	CY	\$ 64.56	\$ 6,456.00	Borrow	2905	CY	\$ 13.00	\$ 37,765.00
305 0120	Base Aggregate Dense 1 1/4-Inch	4430	TON	\$ 32.08	\$ 142,114.40	Base Aggregate Dense 1 1/4-Inch	4430	TON	\$ 23.00	\$ 101,890.00
311 0110	Breaker Run	415	TON	\$ 35.11	\$ 14,570.65					\$ -
460 5225	HMA Pavement 5 LT 58-28 S	2095	TON	\$ 138.88	\$ 290,953.60	HMA Pavement 5 LT 58-28 S	2095	TON	\$ 105.00	\$ 219,975.00
522 1018	Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	4	EACH	\$ 1,360.00	\$ 5,440.00	Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	4	EACH	\$ 935.00	\$ 3,740.00
522 1024	Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2	EACH	\$ 1,899.00	\$ 3,798.00	Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2	EACH	\$ 1,603.00	\$ 3,206.00
520 9000	Concrete Collars for Pipe	0	EACH	\$ -	\$ -	Concrete Collars for Pipe	2	EACH	\$ 750.00	\$ 1,500.00
521 1012	Apron Endwalls for Culvert Pipe Steel 12-Inch	2	EACH	\$ 339.00	\$ 678.00	Apron Endwalls for Culvert Pipe Steel 12-Inch	2	EACH	\$ 281.00	\$ 562.00
521 1015	Apron Endwalls for Culvert Pipe Steel 15-Inch	10	EACH	\$ 397.00	\$ 3,970.00	Apron Endwalls for Culvert Pipe Steel 15-Inch	12	EACH	\$ 312.00	\$ 3,744.00
521 3112	Culvert Pipe Corrugated Steel 12-Inch	24	LF	\$ 86.00	\$ 2,064.00	Culvert Pipe Corrugated Steel 12-Inch	24	LF	\$ 69.17	\$ 1,660.08
521 3115	Culvert Pipe Corrugated Steel 15-Inch	92	LF	\$ 108.00	\$ 9,936.00	Culvert Pipe Corrugated Steel 15-Inch	96	LF	\$ 74.75	\$ 7,176.00
522 0415	Culvert Pipe Reinforced Concrete Class III 15-Inch	0	LF	\$ -	\$ -	Culvert Pipe Reinforced Concrete Class III 15-Inch	4	LF	\$ 491.00	\$ 1,964.00
522 0118	Culvert Pipe Reinforced Concrete Class III 18-Inch	32	LF	\$ 140.00	\$ 4,480.00	Culvert Pipe Reinforced Concrete Class III 18-Inch	32	LF	\$ 98.75	\$ 3,160.00
522 0124	Culvert Pipe Reinforced Concrete Class III 24-Inch	16	LF	\$ 262.00	\$ 4,192.00	Culvert Pipe Reinforced Concrete Class III 24-Inch	20	LF	\$ 323.00	\$ 6,460.00
524 0615	Apron Endwalls for Culvert Pipe Salvaged 15-Inch	0	EACH	\$ -	\$ -	Apron Endwalls for Culvert Pipe Salvaged 15-Inch	1	EACH	\$ 353.00	\$ 353.00
524 0624	Apron Endwalls for Culvert Pipe Salvaged 24-Inch	0	EACH	\$ -	\$ -	Apron Endwalls for Culvert Pipe Salvaged 24-Inch	1	EACH	\$ 566.50	\$ 566.50
602 041	Concrete Sidewalk 5-Inch	129	SF	\$ 44.85	\$ 5,785.65					\$ -
602 0505	Curb Ramp Detectable Warning Field Yellow	80	SF	\$ 61.60	\$ 4,928.00					\$ -
625 0100	Topsoil	20827	SY	\$ 14.17	\$ 295,118.59	Topsoil	21000	SY	\$ 6.95	\$ 145,950.00
627 0200	Seed, Fertilizer & Mulch	20827	SY	\$ 2.83	\$ 58,940.41	Seeding, Fertilizer, Mulch & Watering	21000	SY	\$ 2.25	\$ 47,250.00
628 1504	Silt Fence	3610	LF	\$ 2.70	\$ 9,747.00	Silt Fence Installation, Maintenance & Removal	14500	LF	\$ 2.00	\$ 29,000.00
628 1520	Silt Fence Maintenance	3610	LF	\$ 0.11	\$ 397.10					\$ -
628 7504	Temporary Ditch Checks	300	LF	\$ 14.30	\$ 4,290.00	Temporary Ditch Checks	350	LF	\$ 7.00	\$ 2,450.00
628 7555	Culvert Pipe Checks	27	EACH	\$ 54.00	\$ 1,458.00	Culvert Pipe Checks	71	EACH	\$ 20.00	\$ 1,420.00
628 7560	Tracking Pads	2	EACH	\$ 3,335.00	\$ 6,670.00	Tracking Pads	2	EACH	\$ 1,890.00	\$ 3,780.00
619 1000	Mobilization	2	EACH	\$ 25,546.00	\$ 51,092.00					\$ -
SPV	Sign Posts - Metal U-Channel	5	EACH	\$ 121.00	\$ 605.00	Sign Posts - Metal U-Channel	5	EACH	\$ 152.00	\$ 760.00
				\$ -	\$ -	Traffic Signs	39	SF	\$ 36.00	\$ 1,404.00
637 2230	Signs Type II Reflective F	33	SF	\$ 43.45	\$ 1,433.85					\$ -
637 2210	Signs Type II Reflective H	558	SF	\$ 52.80	\$ 29,462.40					\$ -
690 0150	Saving Asphalt	100	LF	\$ 10.00	\$ 1,000.00	Saving Asphalt	100	LF	\$ 8.00	\$ 800.00
643 5000	Traffic Control Project	1	EACH	\$ 72,000.00	\$ 72,000.00	Traffic Control Project	1	EACH	\$ 72,000.00	\$ 72,000.00
SPV	Flashing Beacon Assembly	2	EACH	\$ 8,239.00	\$ 16,478.00	Flashing Beacon Assembly	2	EACH	\$ 12,500.00	\$ 25,000.00
SPV	Split Rail Fence	100	LF	\$ 123.86	\$ 12,386.00	Split Rail Fence	110	LF	\$ 55.00	\$ 6,050.00
SPV	Waddle	8300	LF	\$ 15.18	\$ 125,994.00					\$ -
	Animal Protection Fence	2745	LF	\$ 7.54	\$ 20,697.30					\$ -
				\$ -	\$ 1,380,072.17					\$ 893,321.53

COR 01R1 Breakdown (Plans Dated 4/20/2026)

Total - Revised Plan Set	\$ 1,380,072.17
Original Contract Amount	\$ 893,321.53
Total COR 01R1 (Proposed Contract Increase)	\$ 486,750.64

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO PURCHASE ADDITIONAL WETLAND MITIGATION CREDITS FOR THE S. 116 TH STREET TRAIL PROJECT	ITEM NUMBER J:4. Dist. # 6

BACKGROUND

The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive.

In fall 2025, discrepancies were identified between the wetland exemption determinations made by the U.S. Army Corps of Engineers (ACOE) and the Wisconsin Department of Natural Resources (WDNR). As a result, the City will be required to purchase additional wetland mitigation credits to satisfy ACOE requirements. The estimated cost of the additional credits is *up to* \$60,000. This action is necessary to maintain compliance with regulatory permitting requirements and allow the project to proceed. Originally, the project was permitted for 0.92 acres of permanent wetland impact that City of Franklin purchased credits to mitigate for \$142.5k in August of 2023. Since ACOE requires mitigation for additional impacts that WDNR had indicated were originally exempt; the updated acreage of 1.219 acres (+0.3 acres) will cost up to \$60k to make the project compliant with WDNR\ACOE requirements. The exact dollar figure will be coordinated w\WDNR once we are sure the project is moving forward. A certified check will need to be issued by the City of Franklin to bring the final design into compliance. This will need to occur in August or early September 2026.

STAFF RECOMMENDATION

Approve the purchase of additional wetland mitigation credits for up to \$60,000.

FISCAL NOTE

This is a federally funded project through the State of Wisconsin. The federal funding for this project will be 80% of the construction costs, up to \$832,000.00.

Funding for the project is in alignment with current budget allocations under the approved capital improvement plan. No additional funds are required beyond 20% of the construction costs.

COUNCIL ACTION REQUESTED

Motion to authorize Resolution No. 2026- _____ to approve the purchase of additional wetland mitigation credits for up to \$60,000.

Engineering – MNP; DOA – KH; Finance – DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO PURCHASE ADDITIONAL WETLAND MITIGATION CREDITS
FOR THE S. 116TH STREET TRAIL PROJECT

WHEREAS, The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive.; and

WHEREAS, In fall 2025, discrepancies were identified between the wetland exemption determinations made by the U.S. Army Corps of Engineers (ACOE) and the Wisconsin Department of Natural Resources (WDNR).; and

WHEREAS, As a result, the City will be required to purchase additional wetland mitigation credits to satisfy ACOE requirements. The estimated cost of the additional credits is up to \$60,000.; and

WHEREAS, This action is necessary to maintain compliance with regulatory permitting requirements and allow the project to proceed.; and

WHEREAS, A certified check will need to be issued by the City of Franklin to bring the final design into compliance. This will need to occur in August or early September 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to approve purchasing additional wetland mitigation credits for up to \$60,000.00.,

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/4/2026
Reports & Recommendations	MMSD OAK CREEK SOUTHWEST METROPOLITAN INTERCEPTOR SEWER EXTENSION PROJECT REQUEST FOR EXTENDED WORK HOURS APPROVAL	ITEM NO. 8.5. District # 4

BACKGROUND

Milwaukee Metropolitan Sewerage District (MMSD) owns and maintains a system of metropolitan interceptor sewers (MIS) to receive and convey sanitary sewage from member communities including Franklin, Oak Creek, and Caledonia. Raymond is in the early stages of also becoming a member community.

There is a MIS that extends south on S. 27th Street to W. Oakwood Road. MMSD is currently extending the MIS further south on S. 27th St. to South County Line Road.

SEI is hereby requesting tunneling operations only, to be able to work extended hours. Typical hours would be two, 12-hour shifts, Monday through Saturday, with Sunday being off. In the case of an emergency with the tunnel, a Sunday may need to be worked, but this is not anticipated.

See attached letter dated July 16, 2026 from the project manager, Jeff Clements.

OPTIONS

- A. Approve the extended work hours requested by Super Excavators, or Deny

RECOMMENDATION

Approve the extended work hours as requested by Super Excavators.



Extended Working Hours Request
C02013C01 Oak Creek Southwest MIS Extension

July 16, 2026

Subject: Extended Working Hours – MMSD Oak Creek Southwest MIS Extension

To whom it may concern:

Super Excavators, Inc (SEI) has been contracted by the Milwaukee Metropolitan Sewerage District (MMSD) to construct the Oak Creek MIS project. This involves the installation of a tunnel with work shafts. Tunneling operations would require extended working hours - this letter is intended to serve as a formal request to be able to do so.

The project involves the construction of approximately 5046 LF of tunnel for a new metropolitan interceptor sewer (MIS) for the MMSD. To be able to build the tunnel, 8 work shafts will need to be constructed. The work shafts begin at the intersection of S 27th St and Oakwood Road, and continue south to S 27th St & County Line Road, before the tunnel alignment proceeds to the southwest, where it will cross the Root River, and terminate on the south end of the river. Construction work on the project is slated from April of 2026 to approximately September of 2027.

SEI is hereby requesting, for tunneling operations only, to be able to work extended hours. Typical hours would be two, 12-hour shifts, Monday through Saturday, with Sunday being off. In the case of an emergency with the tunnel, a Sunday may need to be worked, but this is not anticipated.

This request would be only for when the tunneling machine is underground and advancing. This would not be continuous over the life of the project, but for the time period the tunneling machine is advancing between shafts. Depending on the length of a tunnel section between shafts, this could look like working extended/night hours for anywhere from 12-30 days, followed by a period of normal (ie non night shift work) work, before the next tunnel would be ready. Shaft excavation and road work would be limited to normal working hours.

Tunneling operations utilize a microtunnel boring machine (MTBM), that advances underground between a launch and retrieval shaft. Once tunneling operations begin, extended interruptions (even leaving at the end of a typical working day and coming back the next morning) can significantly increase the friction resistance between the installed pipe behind the MTBM and the surrounding soil.

A hydraulic jacking frame placed inside the launch shaft is used to propel both the MTBM and the installed pipe behind it forward. During longer periods of inactivity (such as overnight or over a weekend) this buildup of frictional resistance can exceed the maximum amount of force the either the pipe behind the MTBM can receive without failing or exceed the jacking frame capacity itself.

Public Works – Municipal – Commercial – Industrial – New Developments

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Extended Working Hours Request
C02013C01 Oak Creek Southwest MIS Extension

If this occurs, the MTBM can become immobilized before it can reach its destination. In such cases, the only practical solution is often the construction of a rescue shaft to recover the MTBM and continue the tunnel drive. The introduction of rescue shaft, at an unplanned location, can result in additional surface disruptions, traffic impacts, add duration to the project, and increase the period of disruption caused by the construction work.

Since the majority of the work during tunneling would be underground, activities on the surface at night would be limited to one location at a time, the launch shaft of that particular tunnel drive. Noise levels due to tunneling equipment would be at or below traffic levels. Lights on at the work site would be aimed downward to avoid the light pollution from reaching the surrounding areas.

Night work on tunneling projects, particularly microtunneling projects, is industry standard, and SEI hopes that by being allowed to do this, this could benefit all parties, and help to reduce the overall disruption caused by the construction project.

Thanks,

Jeff Clements
Project Manager
920-539-4863

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2026
Reports & Recommendations	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, WATER FUND, TID 8 PROJECTS FUND AND TID 9 PROJECTS FUND TO PROVIDE APPROPRIATIONS FOR CRITICAL CAPITAL PROJECTS NECESSARY FOR THE 2026 BUDGET	ITEM NUMBER M.6.

Background

On November 11, 2025, the 2026 Annual Budget was approved. The Department Heads requested appropriations for critical projects to be funded into the 2026 Annual Budget. Within this request, the following specifically identified projects are included:

Design – W. Drexel Ave	\$16,000	Capital Improvement Fund – DPW/Engineering
Design – Elm Road	\$360,000	TID 8
Chapel Hill Water Main	\$700,000	Water Fund
Design - S. 51 st Street	\$300,000	Capital Improvement Fund – DPW/Engineering
S. 76 th Street Water Main	\$800,000	TID 9
Design – S. 27 th Street Water Main	\$300,000	TID 8
Water Tower Park	\$280,000	Capital Improvement Fund – Parks/Engineering
Design – 92 nd Street	\$300,000	Water Fund
S. 27 th Street MIS Connection	\$500,000	TID 8
S. 76 th Street – Sidewalk	\$420,000	TID 9
S. 76 th Street – Utilities	\$80,000	TID 9
Equipment Replacement – DPW	\$3,000,000	Equipment Replacement Fund/Capital Outlay Fund - DPW
Pleasant View Reserve Project Costs	\$750,000	Capital Improvement Fund
Emergency Medical Dispatch System	\$100,000	Capital Outlay Fund
Fire Facilities Improvements	\$355,000	Capital Improvement Fund
Fire Facilities Needs Assessment	\$50,000	Capital Improvement Fund
Station 1 Improvements	\$180,000	Capital Improvement Fund
TOTAL Appropriations	\$8,491,000	

Revenue source added: \$10,000,000

Analysis

This budget amendment is needed to start or complete the work on these projects. All of these projects have been discussed with staff, the Finance Committee and/or the Common Council. Most of these projects have been approved at the Common Council level.

Fiscal Note

The proposed budget amendment incorporates capital projects into the 2026 Budget that have previously been approved by the Common Council or recommended by City staff and/or the Finance Committee for inclusion in the City's Capital Improvement Program. These projects were not included in the originally adopted 2026 Budget but have since been identified as necessary to address critical infrastructure, facility, equipment, and operational needs.

Funding for these projects is anticipated to be provided through General Obligation (GO) borrowing. The Common Council has previously authorized the city to borrow up to \$10,000,000 in GO debt to support critical capital projects. Approval of this budget amendment does not authorize additional borrowing beyond the previously approved maximum. Rather, it amends the 2026 Budget to recognize the projects and establish the necessary expenditure authority should the City proceed with borrowing.

It is important to note that the authorization to borrow up to \$10,000,000 provides flexibility and does not obligate the City to issue the full amount of debt. The actual borrowing amount will be determined based on project timing, final project costs, available funding sources, and the City's overall debt management strategy.

However, any General Obligation debt ultimately issued to finance these projects will require future debt service payments consisting of principal and interest. Those debt service costs are typically funded through the City's debt service levy and will place additional pressure on future property tax levies.

Approving this budget amendment allows the city to move forward with budgeting for these critical projects while maintaining flexibility regarding the timing and amount of any future borrowing. The specific impact to the property tax levy and tax rate will depend on the final borrowing amount, interest rates at the time of issuance, repayment terms, and the City's overall debt financing plan. Any future debt issuance will be presented to the Common Council for consideration with updated financial projections and estimated tax impacts prior to the issuance of debt.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2026-____, an Ordinance to amend Ordinance 2025-2712, an Ordinance adopting the 2026 Annual Budget for the Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, Water Fund, TID 8 Projects Fund and TID 9 Projects Fund to Provide Appropriations for Critical Capital Projects Necessary for the 2026 Budget.

Roll Call Vote Required

Finance Dept – DB/Fire/DPW/Engineering/Utilities

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, WATER FUND, TID 8 PROJECTS FUND AND TID 9 PROJECTS FUND TO PROVIDE APPROPRIATIONS FOR CRITICAL CAPITAL PROJECTS NECESSARY FOR THE 2026 BUDGET

WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2025-2712, the 2026 Annual Budgets for the City of Franklin on November 11, 2025; and

WHEREAS, subsequent to the adoption of the 2026 Annual Budget, City departments identified critical capital projects that are necessary to maintain public infrastructure, municipal facilities, public safety operations, utility systems, and essential equipment; and

WHEREAS, these projects have been reviewed by City staff and have been discussed with the Finance Committee and/or the Common Council, with most of the projects previously receiving Common Council approval; and

WHEREAS, the projects are consistent with the City's Capital Improvement Program and long-term infrastructure planning efforts; and

WHEREAS, the Common Council previously authorized General Obligation borrowing of up to Ten Million Dollars (\$10,000,000) to finance critical capital projects as determined necessary by the City; and

WHEREAS, this budget amendment provides the necessary expenditure authority to incorporate these projects into the 2026 Annual Budget and does not authorize additional borrowing beyond the previously approved borrowing authorization; and

WHEREAS, the actual amount of debt issued, if any, will be determined by future Common Council action based upon project timing, final project costs, available funding sources, and the City's debt management strategy.

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

Section 1 That the 2026 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay				
0221	Fire	Non-Personnel Expenses	Increase	\$100,000
0000	Revenue		Increase	\$100,000

Section 2 That the 2026 Budget for the Equipment Replacement Fund be amended as follows:

Equipment Replacement Fund

0331	Highway	Auto Equipment	Increase	\$3,000,000
0000	Revenue		Increase	\$3,000,000

Section 3 That the 2026 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund

0321	Engineering	W. Drexel Ave	Increase	\$16,000
0321	Engineering	S. 51 st Street	Increase	\$300,000
0551	Parks	Water Tower Park	Increase	\$280,000
0331	DPW	Pleasant View Reserve	Increase	\$750,000
0221	Fire	Fire Facilities Improvements	Increase	\$355,000
0221	Fire	Fire Needs Analysis	Increase	\$50,000
0221	Fire	Station 1 Improvements	Increase	\$180,000
0000	Revenue		Increase	\$8,091,000

Section 4 That the 2026 Budget for the Water Fund be amended as follows:

Water Fund

0771	Capital	Chapel Hill Water Relay	Increase	\$750,000
0771	Capital	92 nd Street	Increase	\$300,000

Section 5 That the 2026 Budget for the TID 8 Projects Fund be amended as follows:

TID 8 Projects Fund

0321	Engineering	Elm Road	Increase	\$360,000
0321	Engineering	S. 27 th Street Water Main	Increase	\$300,000
0331	Utilities	S. 27 th St. MIS Connection	Increase	\$500,000

Section 6 That the 2026 Budget for the TID 9 Projects Fund be amended as follows:

TID 9 Projects Fund

Capital	S. 76 th Street Water Main	Increase	\$800,000
Capital	S. 76 th Street Sidewalk	Increase	\$420,000
Capital	S. 76 th Street Utilities	Increase	\$80,000

Section 7 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 8 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 9 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2026.

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 August 4, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE \$20,000 OF APPROPRIATIONS FOR THE EXTENDED WARRANTY OF FRANKLIN'S 3PAR SAN INFRASTRUCTURE	ITEM NUMBER y.7.

Background

The City's existing Hewlett Packard Enterprise (HPE) 3PAR Storage Area Network (SAN) has reached the end of its manufacturer warranty and support period. The SAN remains a critical component of the City's information technology infrastructure, supporting the City's production systems and data storage environment. On July 22, 2026, the Technology Commission reviewed the available options and voted to recommend extending the life of the existing SAN through a three-year maintenance agreement with Park Place Technologies.

Under the proposed agreement, Park Place Technologies would provide maintenance and support services for the City's existing HPE 3PAR SAN. Although the equipment is no longer supported directly by HPE, Park Place Technologies specializes in third-party maintenance of enterprise hardware, acting on behalf of the manufacturer by maintaining replacement parts inventory and providing repair services as needed. City IT staff have successfully utilized similar third-party maintenance arrangements with previous employers for legacy enterprise equipment in other roles.

As an alternative, the City could proceed with the originally planned purchase of a new Hitachi SAN from Offsite. This option would replace the City's existing storage infrastructure with new equipment that includes full manufacturer warranty and support. However, the anticipated useful life of the new SAN extends well beyond the City's planned data center decommissioning in 2029, resulting in a significant portion of the asset's useful life remaining after the equipment is no longer expected to be needed.

Fiscal Note

Approximately \$242,000 has been appropriated within the 2026 Capital Budget for SAN replacement. The city would treat this maintenance agreement as an operating expense, therefore requiring a budget amendment to be approved with the funding source being the use of contingency. The city has approximately \$790,000 in contingency remaining for 2026. The \$242,000 will remain unused and can be reallocated for other critical projects.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2026-_____, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund to Provide \$20,000 of Appropriations for the Extended Warranty of Franklin's 3PAR SAN Infrastructure.

Roll Call Vote Required

Parks / Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING
THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$20,000 OF
CONTINGENCY APPROPRIATIONS FOR THE EXTENDED WARRANTY OF FRANKLIN'S
3PAR SAN INFRASTRUCTURE

WHEREAS, the Common Council of the City of Franklin adopted the 2026 Annual Budgets for the City of Franklin on November 11, 2025; and

WHEREAS, the 2026 Capital Budget included an appropriation of approximately \$242,000 for the replacement of the City's Storage Area Network (SAN); and

WHEREAS, the City's existing Hewlett Packard Enterprise (HPE) 3PAR Storage Area Network remains operational but is no longer covered under the manufacturer's warranty or maintenance program; and

WHEREAS, on July 22, 2026, the Technology Commission reviewed available options and recommended extending the useful life of the existing SAN through a three-year maintenance agreement with Park Place Technologies rather than replacing the equipment at this time; and

WHEREAS, Park Place Technologies will provide third-party maintenance and support services for the City's existing HPE 3PAR SAN, including replacement parts, repairs, and technical support for the duration of the agreement; and

WHEREAS, the Common Council finds that extending the useful life of the existing SAN is in the best interest of the City; and

WHEREAS, the Common Council finds it appropriate to amend the 2026 General Fund Budget to provide funding for this purpose.

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

Section 1 That the 2026 Budget for the General Fund be amended as follows:

General Fund

Info. Tech.	Maintenance	Increase	\$20,000
Contingency	Unrestricted Contingency	Decrease	\$20,000

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent

jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2026.

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 8/4/2026
REPORTS & RECOMMENDATIONS	Authorize Park Place Technologies LLC to Provide Extended Warranty and Repair Support for Existing HPE 3PAR SANS (Storage Area Networks) Funding Account: 01-0144-5242	ITEM NUMBER M.8.

Background:

The City of Franklin has allocated resources in the 2026 IT capital expenditure budget for the replacement of the current 3PAR SANs (Storage Area Networks). The HPE 3PAR SANs were initially deployed in 2016 and have effectively supported the city for more than a decade. In August 2026, HPE will declare the systems obsolete and cease to offer firmware updates or components for the outdated machinery. The five-year IT capital planning has determined that the equipment ought to be substituted with more modern systems; nonetheless, the swiftly rising costs of computers, servers, and networking equipment render a complete replacement financially unappealing. It is projected that the data centers and SANs will be retired in either 2029 or 2030, as the city implements its transitional plan to migrate all computing resources to the cloud.

Recommendation:

On July 22, 2026, the Franklin Technology Commission proposed that the current HPE 3PAR SANs at City Hall and the Police Department continue to function, with warranty and repair services supplied by Park Place Technologies. The complete replacement of the two SANs would incur capital expenditures ranging from \$219,000 to \$242,000. The annual operational expenditure for extending warranties and repairs via a third-party source will amount to \$19,158.

Both 3PAR SANs, despite their age, are acknowledged to possess ample disk space and adequate disk and I/O performance for an additional three years of operation. Park Place Technology is offering a 7x24x4 hour repair timeframe for all SAN devices and will maintain essential repair components as a permanent stock to fulfill the service level agreement. The recent transition of the squad video surveillance software (WatchGuard) to the Motorola cloud resulted in 46 TB of accessible disk space at the Police Department. Prolonging the warranty via an external repair service mitigates the likelihood of operational disruptions, since the current VMWare infrastructure does not require migration to an alternative storage network. It also guarantees that both the storage and computing environment utilize HPE hardware, hence minimizing the likelihood of cross-compatibility complications.

Fiscal Impact:

A budgetary amendment is being issued to provide additional IT operational outlay funds from contingency, instead of using currently allocated capital for this project. This allows the existing \$242,000 in allocated capital to either be encumbered or used for other projects. The contract is expected to go into effect on October 1, 2026. The 2026 IT operational budget has been modified to include the Park Place Technology contract within the IS Equipment Maintenance funding (01-0144-5242).

Budgetary Impact:

2026 IT Operational Outlay Budget:

- Park Place Technology 3PAR Warranty and Repair (annual cost) \$19,158

Total 3-Year Estimated Cost of Warranty Repairs \$57,474

COUNCIL ACTION REQUESTED

Motion to authorize the Director of IT to sign and execute an annual warranty and repair contract with Park Place Technologies in the amount of \$19,158. Contracts are contingent upon any technical corrections as determined by the City Attorney and the Director of IT. Funding is appropriated within IS Equipment Maintenance Account 01-0144-5242.

A G R E E M E N T

This AGREEMENT, is made and entered into this 5th day of August 2026, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Park Place Technologies, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 747 Alpha Drive, Cleveland, OH 44143.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide HPE 3PAR SAN warranty maintenance and repair services;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for HPE 3PAR SAN warranty and maintenance services, as described in CONTRACTOR's proposal to CLIENT dated August 19, 2026, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$19,158 annually], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$19,158 annually. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. James Matelski, City of Franklin Director of IT will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Bryson Durnham CONTRACTOR's Project Manager and other key providers of the

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

V. TERMINATION

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

VI. INSURANCE

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

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

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of October 1, 2026.

IX. DISPUTES

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

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: John R. Nelson

TITLE: Mayor

DATE: _____

BY: _____

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Exhibit A
Summary

Appendix A:

Quotation 1080826-0

Total Estimated Cost: City Hall SAN

\$4,167.00

Total Estimated Cost: Police Department SAN

\$14,991.00

Total Annual Cost:

\$19,158.00

Appendix B:

General Terms and Conditions for the Purchase of Services

Appendix C:

Hardware Maintenance Service Description

Appendix D:

Hardware Maintenance Service Product Details

Appendix E:

Parkview Automated Support

Appendix F:

Parkview Performance Insights



Appendix A:
Quotation 1080826-0

Quote For: City of Franklin WI
Pricing is Valid Until 19-Aug-2026

Quote: 1080826-

Quote Type: Formal B

COMPANY City of Franklin WI

ADDRESS: 9229 W Loomis Rd
Franklin, WI 53132 9630

USA

CONTACT James Matecki
+1 414 4257500
jmatecki@franklinwi.gov

PPT REP: Bryson Durham

bdurham@parkplacetechn.com

TERM START: 01 Oct-2026
TERM END: 30 Sep 2027
BILL FREQUENCY: Full Term Prepaid
PAYMENT TERMS: Net 30
CURRENCY: USD
AGREEMENT #

Solution 1

LINE	QTY	POST NAME	LOCATION	SERVICE LEVEL (SLA)	SERVICE TYPE	SERVICE DESCRIPTION	SERIAL NUMBER	START DATE	END DATE	STATUS	TOTAL
1.1.1	1	Franklin, TN	United States	7x24x4	Parts Tech & Labor	HP 3PAR StoreServ 8200 2-Node Storage Base	MXN6390214	01-Oct-2026	30-Sep-2027	New	Included
1.1.1.1	4	Franklin, TN	United States	7x24x4	Parts Tech & Labor	HP 3PAR 8000 24LFF SAS Disk Enclosure	MXN6390214	01-Oct-2026	30-Sep-2027	New	Included
1.1.1.2	32	Franklin, TN	United States	Standard	ParkView Automated Support	HP 1.2TB 10K SAS 6Gb/s 64MB 2.5in HDD	MXN6390214	01-Oct-2026	30-Sep-2027	New	Included
1.1.2	1	Franklin, TN	United States	7x24x4	Parts Tech & Labor	HP 3PAR StoreServ 8200 2-Node Storage Base	MXN6390213	01-Oct-2026	30-Sep-2027	New	Included
1.2.1	1	Franklin, TN	United States	7x24x4	Parts Tech & Labor	HP 3PAR 8000 24LFF SAS Disk Enclosure	MXN6390213	01-Oct-2026	30-Sep-2027	New	Included
1.2.1.1	4	Franklin, TN	United States	Standard	ParkView Automated Support	HP 1.2TB 10K SAS 6Gb/s 64MB 2.5in HDD	MXN6390213	01-Oct-2026	30-Sep-2027	New	Included
1.2.1.2	32	Franklin, TN	United States	Standard	ParkView Automated Support	HP 1.2TB 10K SAS 6Gb/s 64MB 2.5in HDD	MXN6390213	01-Oct-2026	30-Sep-2027	New	Included
1.2.1.3	40	Franklin, TN	United States	Standard	ParkView Automated Support	HP 1.8TB 10K SAS 12Gb/s 128MB 2.5in HDD	MXN6390213	01-Oct-2026	30-Sep-2027	New	Included
1.2.2	1	Franklin, TN	United States	Standard	ParkView Automated Support	HP 1.8TB 10K SAS 12Gb/s 128MB 2.5in HDD	MXN6390213	01-Oct-2026	30-Sep-2027	New	Included

\$19,158.00 Grand Total

Location Totals

(Franklin, TN United States) 9229 W Loomis Rd, Franklin WI 53132-9630 United States

Park Place Technologies LLC
Registration # 81-0683019

747 Alpha Drive
Cleveland, OH 44143 United States

Phone: 800-931 3366
Fax: 0
<http://www.parkplacetechnologies.com>

SERVICE DESCRIPTIONS, TERMS AND CONDITIONS

The services set forth on the above Order Schedule (the "Services") are for the period stated on the Order Schedule commencing on the term start date referenced on the Order Schedule. Customer's rights and Park Place Technologies' obligations with respect to the Services are set forth in the following documents, EACH OF WHICH IS INCORPORATED IN THE CONTRACT BY THIS REFERENCE and each of which is located at <https://www.parkplacetechnologies.com/contracts/> (collectively, the "Agreement"): (a) the applicable Service Descriptions for the purchased Services and (b) General Terms and Conditions for Purchase of Services*. In the case of each of (a) and (b) as in effect on the date hereof and inclusive of addenda and documents referenced therein, Customer may request printed copies of these documents by emailing legal@parkplacetechn.com. If this Order Schedule expressly conflicts with the other documents comprising the Agreement, this Order Schedule controls.

This quotation includes support only for the equipment specifically identified in the quoted asset list. **Any GPUs (Graphics Processing Units) not expressly listed in this quotation are excluded from coverage.**

The Customer is responsible for identifying and providing an accurate inventory of all GPUs, including the manufacturer, model, and quantity, to be included in the support agreement. Park Place Technologies is not responsible for providing support for any GPUs that were not disclosed and included in the final quoted asset list.

*If Customer and Park Place Technologies have executed a Master Services Agreement which (a) Includes within its scope the Order Schedule and (b) remains in full force and effect, then such Master Services Agreement for all purposes of the Agreement will be deemed to be the General Terms and Conditions for the Purchase of Services.

ACCEPTANCE AND PAYMENT TERMS

By Customer signature below, Customer accepts this Order Schedule as issued by Park Place Technologies and agrees to the terms, provisions and conditions of the Agreement.

Customer is required to submit a purchase order (unless otherwise noted above) and acknowledges that any terms contained in such purchase order that conflict with the Agreement are void and of no force and effect. Any reference to a purchase order number on an invoice is for administrative purposes only. This Order Schedule and purchase orders should be submitted to your sales representative. Execution of this Order Schedule and/or submission of a purchase order accepting the quote contained in this Order Schedule constitutes agreement to the terms, provisions and conditions of the Agreement.

Payment terms are set forth above. Prices stated are exclusive of taxes, duties and similar assessments on the sale or Customer's use which Customer agrees to pay. When applicable, Customer will provide the VAT or GST identification number(s) to Park Place Technologies. If Customer is tax exempt, Customer must provide a valid tax exemption certificate.

****To this extent assets on this Quote are located in any of the following countries, this Quote, both prior to and following acceptance, may be terminated or modified by Park Place to the extent external events make the performance of services and/or provision of parts unsafe or reasonably not possible: Israel, UAE, Saudi Arabia, Bahrain, Qatar, Kuwait, Jordan, Oman, Lebanon, Syria, Yemen, Turkey, Cyprus, Iraq, Iran.****

ACCEPTANCE

(CUSTOMER NAME/PARTNER NAME)

SIGNATURE

PRINTED NAME & TITLE

DATE

Appendix B:
General Terms and Conditions for the Purchase of Services

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES¹

These General Terms and Conditions for Purchase of Services ("General Terms") are part of the agreement between PPT and Customer (the "Agreement") that includes the following, all of which are deemed incorporated by this reference: these General Terms; Order Schedules and/or Statements of Work ("Order/SOW") issued by PPT and accepted by Customer; Service Descriptions; and other terms expressly referenced in the foregoing. In the event of a conflict between these General Terms and the Order/SOW, the Order/SOW will control.

1. Defined Terms. The following definitions apply for purposes of this Agreement, "Effective Date" means the date of acceptance by Customer of the Order/SOW. "Services" has the meaning set forth in the Order/SOW. "Maintenance Services" means Services that are delineated as hardware maintenance services in an Order Schedule. "Covered Equipment" means Customer equipment identified in an Order Schedule for Maintenance Services. All capitalized terms used herein and not defined in these General Terms will have the meaning given to them in other parts of the Agreement.
2. Term. The term of the Agreement (the "Term") commences on the Effective Date and terminates upon completion of the Services as provided in the Order/SOW. Availability of Services following the expiration of the Term are at the discretion of PPT. If rendered, such Services are charged at PPT's Premium T&M Rates (PPT's standard time and materials rates plus 10%). If Services are requested and rendered for more than twenty (20) days following expiration of the Term, the order/SOW will be deemed automatically renewed for consecutive periods of sixty (60) days until notice of termination or renewal from Customer or termination by PPT. The charges for auto-renew periods will be at the current applicable rates less, for the first auto-renew period, the Premium T&M charges.
3. Service Modifications; Product Specific Limitations. Customer may remove individual Covered Equipment from Maintenance Services by giving ninety (90) days prior written notice to PPT. No early termination is permitted with respect to any other Services. Credits resulting from Covered Equipment removal from Maintenance Services will be pro-rated from the effective removal date based on a 30-day month. The document "Hardware Maintenance Product Details" sets forth certain limitations and disclaimers on Maintenance Services for identified equipment, and the document "Software Technical Support Product Boundaries" sets forth certain limitations and disclaimers on Software Technical Support Services for identified products. Each of these referenced documents is available at <https://www.parkplacetechnologies.com/contracts/> and is deemed part of the Agreement.
4. Fees. Unless otherwise provided in the Order/SOW, all fees are invoiced annually in advance and are payable on net thirty (30) day terms. In the event fees are not timely paid, PPT may (a) accelerate and demand payment in full of all amounts due, including any subsequent installment payments, and/or (b) suspend or terminate Services.

¹ Please see the footnotes in this document and Addendum A for alternative provisions required to comply with local laws.

5. Customer Compliance. Customer will comply with all laws and regulations applicable to it under the laws of its jurisdiction. Customer is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer is not on any similar banned or sanctioned parties list of a non-U.S. jurisdiction. Customer will not access or use Services in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any person in connection with the Agreement. If Customer learns of any violation of the above restrictions, Customer will promptly notify PPT. Customer represents that it has all requisite ownership, license or other rights required for PPT to perform the Services without infringing rights of third parties. PPT is fully committed to the respect of internationally recognized human rights worldwide; Customer acknowledges that it will not use any products, services, and technology procured from PPT nor allow such products, services, and technology to be used for the violation of human rights.²

6. Limited Warranty, Limitation of Liabilities and Excluded Losses.³⁴

- a. PPT warrants that Services will be provided by supervised and qualified staff and will be provided in a good and workmanlike manner and in compliance with all applicable laws and regulations. THE WARRANTIES IN THIS SUBSECTION ARE THE SOLE WARRANTIES OF PPT AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. PPT's total liability for any claim of any type whatsoever in connection with this Agreement is limited to proven direct damages caused solely by PPT's gross negligence, willful misconduct, breach of warranty or breach of contract. Customer's exclusive remedy for any such claim will not exceed the fees paid by Customer during the one (1) year period preceding the date of claim. In no event will PPT be liable for:
 - (i) any loss of, loss of use of, damage to, corruption of, destruction of, alteration of, or inability to access, use, or recover any data;
 - (ii) any loss of use, unavailability of, or downtime affecting any computer systems, servers, networks, software, applications, platforms, or equipment;
 - (iii) any business interruption, loss of production, loss of operations, or interruption of customer's business;
 - (iv) any cost of restoring, recovering, recreating, reconstructing, reloading, or replacing data, systems, or software, or any cost of substitute services, substitute systems, temporary services, or manual workaround; and
 - (v) any lost profits, lost revenue, lost savings, loss of goodwill, or any indirect, incidental, special, punitive, exemplary, extra-contractual, or consequential damages, whether any

² See Addendum A for additional provisions applicable to contracts entered into with Park Place Technologies Italy SRL (PPT Italy).

³ See Addendum A for Paragraph 6 terms applicable to contracts entered into with Park Place Technologies GmbH (PPT Germany).

⁴ See Addendum A for Paragraph 6 terms applicable to contracts entered into with Park Place Technologies Limited (PPT UK).

of the foregoing are alleged as direct, indirect, foreseeable, or otherwise.

- c. No legal action arising under the Agreement may be brought by Customer against PPT later than one (1) year after the claim arises.

7. Indemnification. PPT will defend, indemnify and hold Customer harmless from and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys' fees) suffered as a result of any third-party claim, demand, action or suit made or raised against Customer by reason of PPT's infringement of any patent, trade secret, trademark, copyright or any other intellectual property right of any third party in relation to the Services. This commitment is conditioned upon Customer (i) providing PPT with prompt written notice of the claim; (ii) giving PPT sole control of the defense to the claim including settlement negotiations if any; and (iii) providing at PPT's costs reasonable cooperation in the defense against the claim. PPT shall have no obligation under this Paragraph 7 if the alleged infringement arises from PPT's compliance with Customer equipment specifications or actions or uses by Customer.
8. Insurance. PPT will maintain during the Term insurance with insurers of recognized financial responsibility against such losses and risks as are customary in connection with the provision of the Services as set forth in the applicable Service Description(s) or SOW. Upon request, PPT will deliver to Customer a certificate of insurance evidencing the same.
9. Data Protection. In connection with the Services and the Agreement, PPT will not access or otherwise process any personal identifiable information (meaning information relating to identified or identifiable natural persons), other than the names and contact details of individuals employed or engaged by Customer to the extent necessary to provide the services and administer the Agreement. In so doing, PPT will act as an autonomous data controller, and hereby undertakes to comply with all obligations applicable to PPT as a data controller under Regulation (EU) 2016/679 (General Data Protection Regulation) and other data protection laws regarding the safeguarding and lawful processing of personal data, to the extent applicable. The Client Information Notice, available at [LEGPOL026- Information-Notice-pursuant-to-art-13-of-EU-Regulation-2016-679.pdf \(parkplacetechnologies.com\)](#) and deemed incorporated into these General Terms, includes additional information on PPT's processing activities in its capacity as an autonomous data controller. If Customer and PPT enter into a data processing agreement, that agreement will supersede the provisions of this Paragraph 9.
10. Confidentiality. "Confidential Information" is written or electronic information provided by one party to the other which is marked as confidential or which the receiving party knows or should know is confidential or proprietary. The receiving party agrees not to use Confidential Information of the other party except in the performance of the Agreement or the Services. The receiving party will treat Confidential Information of the other party in the same manner as it treats its own Confidential Information and will use commercially reasonable efforts to protect the confidentiality of such Confidential Information. The obligation to keep information confidential does not apply to any information that has been disclosed in publicly available sources or is in the rightful possession of the receiving party without an obligation of confidentiality. In the event the receiving party is required to disclose Confidential Information by court order or operation of law, the receiving party will provide

notice to the disclosing party prior to the required disclosure. The confidentiality obligations in this Paragraph 10 apply during the Term and for a period of two (2) years expiration. The parties will return or destroy Confidential Information of the other upon request.

11. General.

- a. Amendment. The Agreement may not be changed, modified, or amended except in writing signed by both parties, and any such change, modification or amendment must expressly reference the Agreement.
- b. Subcontractors. Labor for the performance of Services may include skilled subcontracted personnel at PPT's discretion, provided PPT remains fully obligated to Customer for performance commitments and remedies as set forth in the Agreement.
- c. Entire Agreement. The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties. The Parties specifically agree that the Agreement supersedes, and render voids, any contrary terms and conditions contained in a purchase order, sales acknowledgment or other instrument, agreement or document not expressly referenced in the Agreement and incorporated as part of the Agreement.
- d. Termination for Breach, Insolvency.⁵ Either party may terminate an Order/SOW upon written notice to the other party if: (i) the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after written notice specifying the breach; or (ii) the other party becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, files or becomes subject to any bankruptcy, insolvency, reorganization, liquidation or similar proceeding, has a receiver, trustee or similar officer appointed for all or a substantial part of its assets, or ceases to conduct business in the ordinary course; provided that, with respect to any involuntary proceeding, such proceeding remains undismissed for sixty (60) days.
- e. No Implied Waivers. The failure of either party at any time to require performance by the other of any provision herein will not affect the right of such party to require performance at any time thereafter, nor will the failure of either party to take action regarding a breach of any provision of the Agreement be taken or held to be a waiver of the provision itself.
- f. Governing Law and Dispute Resolution. The Agreement is governed by (a) if the PPT party is Park Place Technologies, LLC, the laws of the State of Ohio, and (b) otherwise, the commercial laws of the jurisdiction of the PPT entity identified on the applicable Order/SOW. In the event of any controversy or claim arising out of or relating to the Services or the Agreement, the parties agree to first consult with each other and, recognizing their mutual interests, attempt to reach a satisfactory resolution. If they do not reach a resolution within a period of sixty (60) days, then, upon notice by a party to the other, unresolved controversies or claims will be finally settled by arbitration (i) if in the U.S., in Cleveland, Ohio, under the Commercial Arbitration Rules of the American Arbitration Association and applying the governing law stated above, and (ii) if outside of

⁵ See Addendum A for Paragraph 11(c) terms applicable to contracts entered into with Park Place Technologies Italy SRL (PPT Italy).

the U.S., in the nearest principal business location of PPT, under the Rules of Arbitration of the International Chamber of Commerce and applying the governing law stated above, in either case by one arbitrator appointed in accordance with the applicable rules. The language of the arbitration will be English. The judgment on the award rendered by the arbitrator will be binding and may be entered in any court having jurisdiction thereof.⁶

- g. Force Majeure. Neither party will be liable for failure to fulfill its obligation under the Agreement if such failure is due to causes beyond a party's reasonable control, including, but not limited to, acts of God, pandemics, epidemics, or other widespread health impairments, government advisements or orders, including but not limited to, travel and movement restrictions or border closings, acts of terrorism, war or acts of war, man-made or natural disasters, connectivity disruptions, material shortages, strikes, delays in transportation or other force majeure event. The time for performance of any such obligation will be extended by the period lost due to such cause, with PPT agreeing to restore Services as soon as it reasonably is able to do so.
- h. Severability; Headings. Any provision of the Agreement which is determined to be prohibited or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability and will be severed without invalidating the remaining provisions of the Agreement. The headings used in the Agreement are for the convenience only and will not affect the interpretation of the Agreement.
- i. Notice. For purposes of this Agreement, notice to PPT will be in writing and addressed to Park Place Technologies at the address set forth on the Order/SOW or 747 Alpha Drive, Cleveland, OH 44143 USA, Attention: Office of General Counsel. Notice will be deemed given at the time it is delivered or presented for delivery to the addressee. Electronic notices are permitted in lieu of the above with the consent of the addressee.
- j. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is confers on any person or entity other than the parties and their respective permitted successors and assigns any rights, benefits, remedies, obligations, or liabilities under or by reason of this Agreement.⁷

12. Non-Solicitation. Customer acknowledges and agrees that during the Term and for twelve (12) months after termination of the Agreement, it will not hire or solicit to hire any of PPT's employees, contractors, or agents directly servicing Customer during the prior twelve (12) months without PPT's prior written consent, excluding solicitation or hiring by means of general employment advertising or postings.

13. Translations. In the event the Agreement is presented in translated versions, for contract interpretation purposes, the English version controls unless otherwise provided on Addendum A.⁸

⁶ See Addendum A for additional contract language applicable to contracts entered into with Park Place Technologies Limited (PPT UK).

⁷ See Addendum A for additional contract language applicable to contracts entered into with Park Place Technologies Limited (PPT UK).

⁸ See Addendum A for contract language applicable to contracts entered into with Park Place Technologies Japan G.K. (PPT Japan).

14. Applicable Only to Japan: Exclusion of Anti-Social Forces. See Addendum A – Japan.⁹
 15. Applicable Only to Italy: Specific Approval of Provisions. See Addendum A – Italy.¹⁰

ADDENDUM A TO GENERAL TERMS

The below are provisions that apply in, and only in, the identified jurisdiction.

Country	Country-Specific Terms
Germany	1. In lieu of the above Paragraph 6 of the General Terms, the following language instead shall apply for General Terms entered into with Park Place Technologies GmbH (PPT Germany): <u>6. Limited Warranty and Limitation of Liabilities.</u> a. PPT warrants that Services will be provided by supervised and qualified staff and will be provided in a good and workmanlike manner and in compliance with all applicable laws and regulations. THE WARRANTIES IN THIS SUBSECTION ARE THE SOLE WARRANTIES OF PPT AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. b. PPT shall be liable for damages – regardless of the legal basis – only in the event of: (i) intent or gross negligence; (ii) culpable injury to life, body or health; (iii) mandatory liability under the German Product Liability Act; (iv) assumption of a guarantee or a procurement risk; and (v) culpable breach of essential contractual obligations (so-called “cardinal obligations”). In the case of a breach of essential contractual obligations due to simple negligence, PPT’s liability will be limited to the foreseeable damage typical for the contract. Liability for indirect or consequential damages, particularly loss of profit, is excluded unless resulting from intent or gross

⁹ See Addendum A for contract language applicable only to contracts entered into with Park Place Technologies Japan G.K. (PPT Japan).

¹⁰ See Addendum A for contract language applicable only to contracts entered into with Park Place Technologies Italy SRL (PPT Italy).

	<i>negligence.</i> <i>c. All claims for damages against PPT, regardless of legal grounds, will expire twelve (12) months after the date of delivery of the Services. This shall not apply to claims arising from intent, gross negligence, injury to life, body, or health, or under the Product Liability Act.</i>
Italy	1. The following is additional language applicable in Paragraph 5 of the General Terms to contracts entered into with Park Place Technologies Italy SRL (PPT Italy): <i>Customer undertakes to refrain from conduct likely to result as illegal or offenses under Italian Legislative Decree 2231 of 2001.</i> 2. In lieu of the above Paragraph 11(c) of the General Terms, the following language instead shall apply for General Terms entered into with Park Place Technologies Italy SRL (PPT Italy): <i>(c) Either Party may terminate an SOW by written notice at any time if the other Party fails to remedy any breach of the terms of this Agreement and/or the applicable SOW within 15 (fifteen) working days from written notice of the relative violation. The Parties agree that the Agreement (including SOWs) may be terminated by PPT, pursuant to and by effect of Article 1456 of the Italian Civil Code, with written notice sent by PPT, in the event of failure by Customer to fulfill the obligations set forth in Section 4, Section 5, Section 10, the preceding sentence of this Section 11(c), or Section 12 of the General Terms without prejudice to PPT's right to request compensation for damages suffered.</i> 3. The following serves as Section 15 of the General Terms: <i>15. <u>Specific Approval of Provisions.</u> Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, Customer declares to have carefully read and specifically approved the following clauses:</i> <i>4 - Fees</i> <i>6 - Limited Warranty and Limitation of Liabilities</i> <i>10 – Confidentiality</i> <i>11(d) – Termination for Breach, Insolvency</i> <i>11(e) – No Implied Waivers</i> <i>11(f) – Dispute Resolution</i> <i>12 – Non-Solicitation</i>

	13 – <i>Translations</i> <i>The descriptions of the purchased Services as set forth at https://www.parkplacetechnologies.com/contracts/</i>
Japan	1. The following serves as Section 14 of the General Terms: 14. <u><i>Exclusion of Anti-Social Forces.</i></u> A. Each party represents that it or its officer does not, or will not in the future fall under any of the following items: (i) <i>an organized crime group, organized crime group member, person for whom less than five (5) years have passed since it ceased to be an organized crime group member, associated member of an organized crime group, corporation related to an organized crime group, corporate racketeer, social action, etc., advocate racketeer, organized crimegroup that utilizes specialized knowledge, etc., or any other similar person (“Anti-social Force”);</i> (ii) <i>a relationship in which the management of such party is controlled by an Antisocial Force;</i> (iii) <i>a relationship in which an Anti-social Force is substantially involved in the management of such party;</i> (iv) <i>a relationship which inappropriately uses an Anti-social Force such as for the purpose of unfair benefit for itself or any third person or for the purpose of inflicting damage to any third person;</i> (v) <i>a relationship that is involved with an Anti-social Force in such way as to provide funds etc. to or extend facilities;</i> (vi) <i>a relationship for which officers or members substantially involved in its management have a socially reprehensible relationship with an Antisocial force.</i>

	<i>B. Each party covenants that it will not undertake an act falling under any of the following items by itself or through a third person:</i> <i>(i) an act of making violent demands;</i> <i>(ii) an act of making unreasonable demands beyond legal responsibility of the demanded party;</i> <i>(iii) an act of using threatening language or using violence in relation to a transaction;</i> <i>(iv) an act of discrediting the other party or disrupting the other party's operations by spreading rumors, using fraudulent means or force;</i> <i>(v) any other act similar to any of the above.</i> <i>C. Either party may terminate this Agreement if the other party violates subparagraph a or b of this Paragraph 14, and the terminating party may claim to the other party the damages incurred by the termination.</i> <i>D. If either party terminates this Agreement pursuant to Paragraph c of this Article, the terminating party shall not be liable for damages etc. incurred by the other party.</i> 2. <u>Translations</u>. The General Terms are made in the Japanese language. The English version is a translation, and the Japanese version shall control if there is any inconsistency between the Japanese and English versions.
United Kingdom	Paragraph 6 of the General Terms is deemed to include the following additional subpoint (d): <i>"(d) The parties accept that nothing in these General Terms (including but not limited to Paragraph 6(b)) limits or otherwise excludes any liability for: (i) fraud or fraudulent misrepresentations; (ii) death or personal injury resulting from a party's negligent actors or omissions in connection with the Order/SOW; or (iii) any liability which cannot be limited or excluded by law."</i> 2, Paragraph 11(f) of the General Terms is deemed to include the following additional language: <i>"This Paragraph 11(f) shall apply to any dispute or claim (including non-contractual disputes or claims) arising</i>

	<i>out of or in connection with these General Terms, the Order/SOW or their respective subject matter or formation."</i> 3. Paragraph 11(j) of the General Terms is deemed to include the following additional language: <i>"A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999."</i>
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Appendix C:
Hardware Maintenance Service Description

SERVICE DESCRIPTION: HARDWARE MAINTENANCE SERVICES

General

Park Place Technologies ("PPT") will provide support services and service coordination for the hardware maintenance and/or repair of the Customer equipment to an operational state as described in this Service Description ("Hardware Maintenance Services"). Hardware Maintenance Services will be available for Customer equipment identified for such services on the Order Schedule (the "Covered Equipment").

Hardware Maintenance Service delivery is accessed by way of PPT's Central Park customer portal. Prior to commencement of the Term, Customer will be provided with on-boarding instructions to set up an account in Central Park.

Related Services

Hardware Maintenance Customers may also enroll in ParkView Automated Support, ParkView Performance Insights and/or Software Technical Support, which are additional service offerings of PPT available for Covered Equipment. Enrollment in any of these additional offerings is at an additional charge and will be identified on the Order Schedule. *See the service descriptions for Parkview Automated Support, ParkView Performance Insights and Software Technical Support located at www.parkplacetechnologies.com/contracts/.*

First Time Fix Guarantee™

If PPT is unable to resolve a storage, server or network hardware issue on its first customer site visit, upon Customer's request, PPT will credit one month of maintenance fees and ParkView Automated Support fees, if applicable, for individual devices which are qualifying Covered Equipment. The device must be supported by ParkView Automated Support and be Covered Equipment under an active maintenance contract to qualify. If the Customer's maintenance contract expires less than sixty (60) days from the event, the credit will only be available with respect to a renewal contract. All Tape Storage Products, Dell EMC Avamar, Dell EMC Centara, SuperMicro Servers (white box), Dell EMC RecoverPoint, Dell EMC Vblock, HPE Proliant DL980G7, Lenovo x3950 X6, Nvidia DGX, and EMC Isilon Gen6, as well as onsite field engineer log collections, are excluded from the First Time Fix Guarantee™.

Service First

If a Customer requests maintenance services on equipment not then included in Covered Equipment, PPT will seek Customer approval to provide responsive maintenance services to the extent within its capabilities and reasonably practicable. Completed services will be billed on a time and materials basis (including travel). Customer will be provided a quote to add the serviced devices (subject to certain exceptions) to Covered Equipment. If the quote is accepted by Customer, certain discounts to the time and materials charges may be granted. If the quote is not accepted by the Customer, the customer will be responsible for the time and materials charges as noted. All Service First services are conditioned on email approval from a qualified approver. All limitations and restrictions contained in this Service Description and the General Terms and Conditions for Purchase of Services shall apply.

What You Can Expect: Support Levels

Hardware Maintenance Services are support services and service coordination for the hardware maintenance and/or repair of Covered Equipment to an operational state as described in this Service Description and include the parts, labor and expertise (unless expressly a "parts only" or

“labor only” order) required to maintain such equipment for the Term, as more fully set forth in this Service Description. In the event a Hardware Maintenance Service incident requires firmware support services, PPT will provide the part or parts at the necessary firmware level when allowed by customer’s entitlement to bring an asset back to its pre-failure state. Maintenance parts may be new or refurbished to perform as new.

Customer’s contracted level of support for Hardware Maintenance Services is set forth on the Order Schedule. Support levels include:

1. Coverage Window - Days (first numeral). This is the days of service coverage per week. “5” means Hardware Maintenance Services are provided based on a 5-day week consisting of Monday to Friday (for example, 5x24x4). “7” means Hardware Maintenance Services are delivered seven days per week (for example, 7x24x4).
2. Coverage Window – Hours (second numeral). This is the hours-of-service coverage per covered day. “24” means Hardware Maintenance Services are delivered 24-hours per day (for example, 7x24x4). “12” or “9” means Hardware Maintenance Services are delivered for that number of hours per day on a standard work-day schedule.
3. Response Time (third numeral). This is the number of hours within which PPT will respond to the incident ticket. For example, “4” means a 4-hour response time (for example, 7x24x4). Response time begins when (a) the initial call for service or incident report has been received and acknowledged by the PPT Solutions Center and (b) PPT has completed triage and confirmed that the incident is for Covered Equipment and Services included on the Order Schedule (versus an external issue such as software). Customer may choose a response time outside of (slower than) the contracted response time based on its business needs.
4. Predictive Failures; ParkView Automated Support. ParkView Automated Support, if purchased by Customer for Covered Equipment, may open an incident ticket for Customer for a “predictive failure”, meaning that the equipment failure has not yet occurred but is anticipated. In the event of a predictive failure incident ticket, the stated response time does not apply and instead PPT will contact Customer to schedule a mutually agreeable time to resolve the predictive incident. In the event of an actual failure, PPT will respond within the contracted response time set forth in the Order Schedule.

How to Report an Incident

Service delivery support can be accessed via the PPT Central Park portal as follows:

<https://centralpark.parkplacetechnologies.com/login>

Customer also may contact the Park Place Global Solutions Centers 24 hours a day, 7 days a week, 365 days a year for the purposes of:

- Opening of a support incident
- Requesting an update on an existing incident
- Providing an update on an existing incident
- Call status reports

The PPT Global Solutions Centers can be reached as follows:

Global Solutions Centers:

<https://www.parkplacetechnologies.com/contact-us/>

On-Boarding

Customer is required to provide PPT with the serial numbers for all Covered Equipment if not already made available to PPT. Lack of serial numbers may impact PPT's ability to timely respond to a request for Services.

An Onsite and/or Virtual Audit may be held as part of the on-boarding process to discuss service delivery, discover any possible problems/risks, identify any pre-existing conditions, and formulate an appropriate plan. This audit, if required, will be scheduled at a date and time mutually agreed between PPT and customer.

Hardware Maintenance Services may require a ramp-up period at the initial stage of coverage for PPT to stock required spare parts at the local facility. The ramp-up period is: up to 30 days for Covered Equipment located in the US, Canada or United Kingdom and 45 days for Covered Equipment located in all other locations (subject to this period being extended in certain jurisdictions due to local governmental regulations concerning parts shipment beyond PPT's control). Incident response during the ramp up period will be on an "all reasonable efforts" basis. The ramp up period presumes final equipment configurations are provided by customer together with the Order Schedule. If not, the commencement of the ramp up period will be when the final configurations are received.

Escalation Procedure

PPT's escalation procedure is available for review on the PPT Central Park portal noted below. Questions may be directed to the PPT Global Support Centers.

<https://centralpark.parkplacetechnologies.com/login>

Requirements for Services; Service Limitations

- *General.* Covered Equipment must be in good working condition and meet the manufacturers' minimum equipment configuration requirements and specifications at the commencement date of Hardware Maintenance Services. Maintenance service requirements that exist prior to the commencement of services are excluded from the Hardware Maintenance Services unless otherwise specifically provided in the Order Schedule. Costs associated with correcting deficiencies to the aforementioned requirements are the responsibility of Customer.

All Hardware Maintenance Services are dependent upon hardware availability consistent with legal requirements and on commercially reasonable terms.

Without limiting the foregoing, the following are not included in Hardware Maintenance Services: installation, de-installation, reinstallation or moving equipment; adding, changing, removing features or options, or making functional changes to equipment; providing consumable or operating supplies or materials, including but not limited to print heads, shuttle assemblies, cables, batteries (other than mother board, system board, and cache batteries, which are included), media, toner or ink cartridges; repair of equipment damage including, without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, water, other environmental factors, telephone equipment or communication lines failure, failure of foreign interconnect equipment, or caused by maintenance services or

modifications, alterations or additions of items not provided by PPT to equipment; maintenance or repair needs caused by misuse, abuse or neglect, or other loss or damage from causes external to the equipment; reconditioning or factory refurbishment of equipment when normal repair and parts replacement cannot keep the equipment in satisfactory operating condition as determined by PPT; software or firmware service (including upgrades and patches) or any repair of any equipment failure caused by inappropriate software or firmware programming, system software or application software support; system engineering services, programming, and operating procedures; and maintenance or other services on equipment other than Covered Equipment. Out-of-scope services rendered will be charged to Customer on a time and materials basis. Excluded services noted above may be performed by PPT under a separate Order Schedule or on a per call basis for out-of-scope services as noted above.

- *SSD.* As a condition to quoting Hardware Maintenance Services, Customer is required to inform PPT of all solid state (SSD) and/or self-encrypting (SED) drives utilized in the configuration. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting. For any SSD and/or SED drives that fail because of end of use life, PPT reserves the right to separately charge customer for the equipment/materials expense related to the replacement.
- *GPU.* As a condition to quoting Hardware Maintenance Services, Customer is required to inform PPT of all graphics processing units (GPUs) utilized in the configuration. PPT reserves the right to exclude the GPUs from maintenance coverage unless they are identified prior to quote. For any GPUs that have failed that were not previously disclosed when put on contract, PPT reserves the right to separately charge customer for the equipment/materials expense related to the replacement.
- *Spares Management.* Spares management services for Customer-owned parts is not part of standard Hardware Maintenance Services. Customer separately a an additional charge may engage PPT to provide spares management services for Customer-owned parts. Such spares management services will be subject to the following additional terms: (a) Customer retains all risk of loss, damage, theft or destruction of all Customer-owned parts, absent PPT's gross negligence or willful misconduct; and (b) Customer will maintain, at its own expense, comprehensive insurance coverage for all Customer-owned parts, including coverage for loss, theft, damage, or destruction, in amounts sufficient to replace or repair the parts at their full replacement value. Upon reasonable request by PPT, Customer will provide a certificate of insurance verifying such coverage.
- *Liquid Cooling.* For the avoidance of doubt, this Service Description applies to maintenance services on Covered Equipment involving liquid cooling solutions (including direct-to-chip and immersion cooling) ("Liquid Cooling Services"), unless the Customer and Park Place have entered into a separate agreement relating to the maintenance services. Any modifications or customizations made by Park Place to Covered Equipment (i.e., the cool plate) to facilitate the provision of Liquid Cooling Services shall be subject to the terms and conditions of the applicable statement of work between the Customer and Park Place.
- *Other.* Certain product specific service limitations may also apply. See Product Limitations available at <https://www.parkplacetechnologies.com/contracts/> for a complete listing of these limitations.

Customer Responsibilities

Customer will maintain accurate and current logs and records concerning the operation of Covered Equipment.

Services requested by Customer and provided outside the scope of the Order Schedule will be billed at PPT's per call rates and terms then in effect. Without limitation, return to service support Services required as a result of unplanned or unscheduled power or connectivity outages are outside the scope of the Services and will be billed at per call rates and terms as described above. Customer is responsible for all licensing, certificates, user credentials, encryption keys, security, backup, and reinstallation of its data at all times. PPT accepts no liability for loss of software or data due to hardware failure.

Customer must provide PPT on-site personnel with the necessary workspace and unobstructed access to the equipment to be serviced. Customer also is required to identify and maintain a technical contact to whom PPT may direct general technical information and inquiries.

Customer is responsible for identifying all replaced parts containing proprietary or personal data. Replaced parts containing proprietary or personal data will remain customer's property; all other failed parts will become Park Place property upon exchange

Appendix D:
Hardware Maintenance Service Product Details



HARDWARE MAINTENANCE SERVICES PRODUCT DETAILS

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Labor Only

Park Place assumes the devices we are providing labor only for are under an OEM support contract. If these devices are not under an OEM contract, then Park Place will only perform labor services with the expectation that customer will be providing the parts and / or remote technical assistance.

Park Place is responsible for providing FE (Smart Hands only) as part of the Labor Only SLA. Park Place is not responsible for providing any parts, software updates or configuration decisions on devices with the Labor Only SLA. Any configuration assistance will be made through OEM support tier 3 resources or customer tier 3 resources.

The SLA for the Labor Only SLS is Next Business Day (NBD).

Networking

Cisco: Catalyst 9K series

Park Place RMAs will only have base license features; any DNA license transfer is the responsibility of the end-user, and end-user must follow the process Cisco has in place for Rehosting DNA relicensing to an RMA. Park Place can assist with Rehosting of DNA licenses with customer logged in under their credentials.

Cisco Nexus 9K: Application Centric Infrastructure (ACI)

Nexus switches running as part of a Cisco's ACI fabric are ineligible for coverage due to the extremely proprietary and software-dependent nature of ACI. This includes the APIC servers / clusters associated with ACI infrastructure.

Cisco: Nexus 5K and 6K Series

These devices are license enforced. PPT can only fully support customers running base licensing or if sparing with appropriate licensing can be obtained. If the unit with base licensing and feature sets fails, PPT can't supply a new license or license transfer. The license is Product Activation Key (PAK) driven and license can only be installed on a Host-ID (serial # of chassis) that is entitled to the end user.

Cisco: Nexus 7K Series

N7K's Running Legacy SW (Earlier than 8.4(2)):

Nexus 7K Running Base Licensing (none) Only - If a Nexus 7K is running without any additional optional advanced feature licenses, then PPT can fully support all aspects of the N7K.

Nexus 7K Running Redundant Supervisor Card - In a dual supervisor system if a redundant supervisor engine fails, PPT can replace it even if it does have advanced licensing. This is because the licensing is tied to the chassis serial number and not any of the line cards/supervisors.

Cisco: MDS SAN Switching

These devices are license enforced. PPT can only fully support customers running base licensing. If the unit with base licensing and feature sets fails, PPT can't supply a new license or license transfer.

Cisco: ASR and Juniper Modular Aggregation Routers

Product Families: Cisco ASR-1000 & 9000 Series Modular Routers and Juniper MX240/480/960/10000 Series Modular Routers. Since line cards and other elements of these routers are separately chargeable under support, Park Place reserves the right to separately charge the Customer for the materials expense of any undisclosed chargeable components such as line cards that aren't disclosed prior to quoting.

Cisco: ISR Routing

Legacy Licensing: Cisco Routers using UCS modules, IPS Feature License, and/or other advanced license features not part of a bundle (such as ISR4000 routers using HSEC or Internal Service licenses) are not eligible for coverage.

DNA and Smart Licensing: If devices have licensing via Smart licensing, then all Smart Licensing can be transferred to the replacement device. Smart License transfer is the responsibility of the end-user.

Cisco: Catalyst 1200 and 1300

Park Place provides support for the Catalyst 1200 and 1300 series switches. PPT does not provide support for the Cisco Business Dashboard (CBD).

Cisco-Meraki: All

Park Place will provide RMA hardware replacements with unclaimed Meraki serials. Park Place can assist customer with Re-Claiming Meraki serials in customer's Meraki portal, with customer logged in under their credentials. Customer is required to have Meraki licensing to activate and use replacement hardware.

Meraki licensing comes with software updates and Technical Assistance Center (TAC) support and customer should obtain this thru Meraki. Park Place provides RMA support and / or Field Engineering (FE) support.

Park Place cannot guarantee that legacy hardware products will be able to connect to the management software indefinitely following the End of Support Date (EOST).

Security Appliances – Cisco ASA & FirePower, Palo Alto, Fortinet & Juniper

Support for Security Appliances is limited to hardware RMA and base operating system support only. Any subscription services, license transfers or license requirements are the responsibility of the Customer.

InfiniBand: Mellanox/NVIDIA

Customer is responsible for all backup and restoration of license, firmware, settings, and data following Park Place Technologies replacement of any components consisting in their InfiniBand switches. Line cards for chassis-based systems should be disclosed before contract issue or at the time of quoting as pricing for some models are subject to change based on certain configurations.

Access Points: All OEMS

Field Engineer Onsite - If any AP device requires a ladder for replacement, the customer is responsible for replacement and PPT will not dispatch a Field Engineer with a ladder.

Juniper: All

Park Place Juniper RMAs will likely not have licensing. Any Juniper license transfers or requirements are the responsibility of the Customer.

Fortinet: Switches

Park Place Fortinet RMAs will likely not have licensing. Any Fortinet license transfers or requirements are the responsibility of the Customer.

F5: All

Park Place will restore the defective device back to pre-failure operation with base software and standard licensing. Any advanced software from base or higher than standard licensing should be disclosed before contract issue or at the time of quoting.

Arista:

Park Place Arista RMAs will likely not have licensing. Any Arista license transfers or requirements are the responsibility of the Customer. Park Place makes no guarantees with respect to license features, CloudVision, and/or services running on devices where Park Place has performed a replacement with Park Place provided sparing.

SFPs:

PPT reserves the right to exclude SFPs from maintenance coverage unless they are identified prior to quoting. For any undisclosed SFPs, and if customer requests Park Place to provide the SFP

replacement, then Park Place reserves the right to separately charge the Customer for the materials expense related to the replacement.

Brocade SAN / Dell Connectrix B-series / HPe B series:

These devices are license enforced. PPT can only fully support customers running base licensing or if sparing with appropriate licensing can be obtained if running FOS 8 or earlier versions. Any licensing or license transfers are the responsibility of the customer. Park Place Technologies is not responsible for OS (Fabric manager) support which includes assistance with configurations, firmware updates, license transfers, or any SAN related issue.

Security Appliances – Cisco ASA & FirePower, Palo Alto, [CheckPoint], Fortinet, & Juniper:

Support for Security Appliances is limited to hardware RMA and base operating system support only. Any subscription services, license transfers or license requirements are the responsibility of the Customer.

Storage

Dell Compellent FS

Minimum FluidFS requirement of 6.x. to support.

Dell Compellent SC

The customer needs to make a backup of the firmware in each SC9000 system. This backup will include licenses. The customer must also register their systems with Dell's Digital Locker to have access to firmware and licenses for their SC9000 systems.

Dell PowerStore

The customer is responsible for the virtualization software, software images, encryption keys/settings, backups and restoration of licenses, settings, and data before and following Park Place replacement of any components in the Dell PowerStore Storage. The customer must have PowerStoreOS version 3.x.x.x or higher running to be eligible for support by Park Place Technologies.

Dell PowerVault NX

The customer is responsible for all backup and restoration of licenses, settings and data following Park Place replacement of any components in the Dell PowerVault NX NAS appliances.

Dell PowerVault ME

The customer is responsible for all backups and restoration of licenses, settings, and data before and following Park Place replacement of any components in the Dell PowerVault ME Series Storage.

Dell (EMC) Isilon/PowerScale

The customer is responsible for the virtualization software, software images, encryption keys/settings, backups and restoration of licenses, settings, and data before and following Park Place replacement of any components in the Dell Isilon/PowerScale Storage.

Dell (EMC) PowerProtect DD Series

The customer is responsible for the backup and restoration of licenses, settings and data following Park Place replacement of any components in the Dell PowerProtect Data Domain Storage.

Please note that in the event of a head or chassis swap, Park Place Field and Technical Support Engineers will require remote access to the array. Should there be any interruptions in communications, there will be a delay in restoration of the device. Should the Park Place engineering team be unsuccessful in completing this procedure, Dell may need to be engaged to resolve the issue.

Support for Dell PowerProtect appliances is reliant upon PowerProtect system board spares availability.

The customer must create and maintain a server profile backup in the event a system board replacement is required.

Tasks that require BASH access on arrays running DDOS versions 6.2 or higher may have limitations with maintenance and Technical Support (TS) may require OEM engagement.

Dell (EMC) Unity

The customer is responsible for all backup and restoration of licenses, settings and data following Park Place replacement of any components in the Dell EMC Unity Series Storage.

Park Place is not responsible for restoration or data loss for any pre-existing issues or known issues within the Unity environment, such as double-faulted dynamic pools and "dirty" cache.

Dell (EMC) XtremIO

Minimum code levels required. X1 is 4.0.31 or higher. X2 is 6.4.0 or higher.

HPE 3PAR

Strong password restrictions apply to all 3PAR arrays running OS 3.2.2 or higher, and SP v5.0 and higher. Click [here](#) for Strong Passwords Support Capabilities Document.

HPE Alletra 4000 Series

The customer is responsible for all backup and restoration of licensing, firmware, software and user data, including any settings, and passwords following Park Place replacement of any components in the HPE Alletra 4100 Series Storage Server unless supported by a managed services agreement with Park Place.

HPE Alletra 5000 & 6000 Series

The customer is responsible for the management, backup and restoration of licensing, firmware, software and user data following Park Place replacement of any components in the HPE Alletra 5000 & 6000 Series Arrays unless supported by a FULL managed services agreement with Park Place. The HPE Alletra 5000 & 6000 Series Arrays rely heavily on HPE's cloud-based management software. Customers must be capable of creating and restoring snapshot images independent of or through retention of support for this cloud-based software.

For new products within the original equipment manufacturers (OEM's) warranty period, the customer authorizes Park Place Technologies as an agent to replenish defective, non-media bearing components and devices. If Park Place identifies a firmware issue that has no remediation through hardware replacement, the customer must engage the OEM directly for resolution.

In the rare instance where root access or an nsupport password is required, the customer will need to initiate a time and materials (T&M) engagement with HPE. These instances include but are not limited to: Root user access, Factory default or Operating System software reset or a catastrophic

failure to both controllers. For specific details, please refer to Park Place Technologies Strong Password document.

Minimum OS Versions Supported:

- If using v5: 5.2.1.1100 and above
- If using v6: 6.1.1.300 and above

Controller Image:

Due to proprietary limitations, Park Place Technologies does not obtain and/or distribute copies of the bootloader image residing in the controller USB. If the bootloader becomes corrupt, downtime may be required in order to complete the repair.

Additional Support Documents:

[HPE Alletra Strong Password Support Capabilities Document](#)

HPE Modular Smart Array (MSA)

The customer is responsible for all backup and restoration of licensing, firmware, software and user data, including any settings, and passwords following Park Place replacement of any components in the HPE MSA Storage Array unless supported by a managed services agreement with Park Place.

HPE Nimble

The customer is responsible for all backup and restoration of licenses, settings and data following Park Place replacement of any components in the HPE Nimble CS, SF, HF, or AF Series Storage.

Nimble – “Parts Only” request for Controllers – MUST have a PPT/CP FE onsite.

Nimble – “Parts Only” requests for Disks & Power Supplies can be facilitated as normal.

Strong Password restrictions apply click [here](#) for Strong Passwords Support Capabilities

Document. **HPE Primera**

The customer is responsible for the virtualization software, software images, encryption keys/settings, backups and restoration of licenses, settings, and data before and following Park Place replacement of any components in the HPE Primera 600 Storage.

Strong Password restrictions apply click [here](#) for Strong Passwords Support Capabilities

Document. **HPE StoreEasy**

The customer is responsible for all backup and restoration of licensing, firmware, software (including OS) and user data, including any hard drive/RAID controller encryption keys, settings and passwords following Park Place replacement of any components in the HPE StoreEasy appliance.

Specific customer backup requirements are:

- Quick Restore CD Download
- Windows License Key
- RAID Controller Encryption Keys

HPE StoreOnce

The customer is responsible for all backup and restoration of licensing, firmware, software and user data, including any hard drive/RAID controller encryption keys, settings, and passwords following Park Place replacement of any components in the HPE StoreOnce appliance.

Strong Password restrictions apply click [here](#) for Strong Passwords Support Capabilities Document.

Click [here](#) for StoreOnce Drawer Statement Document.

HPE StoreVirtual/Lefthand

Strong Password restrictions apply click [here](#) for Strong Passwords Support Capabilities Document.

IBM DS8000

The customer is responsible for the virtualization software, software images, encryption keys/settings, backups and restoration of licenses, settings, and data before and following Park Place replacement of any components in the IBM DS8xxx Storage Arrays.

IBM FlashSystem A9000/R

The customer is responsible for all backup and restoration of licenses, settings and data following Park Place replacement of any components in the IBM FlashSystem A9000 and A9000R Arrays.

Prior to acceptance of this support agreement, "Customer" agrees to engage IBM TSMO, accept IBM's terms and conditions, download the IBM Technician Assistant (TA) tool and store the tool in an accessible location for any service requirements of the FlashSystem A9000 / A9000R.

IBM TA Tool Process

IBM Storwize

IBM Storwize OS needs to be at 7.4.x or higher.

IBM V7000 Unified Support Caveat

IBM TS7700 VTS

The customer is responsible for the backup and restoration of licenses, settings and data following Park Place replacement of any components in the IBM TS77xx Tape System. Park Place support does not include coverage for Grid configurations. The customer is responsible for any Grid management, configuration, and associated software licenses.

All attached tape options must be identified and quoted separately.

Cloud-based solutions are not supported.

IBM TS7xxx Grid Disclaimer

IBM XIV

Park Place support for IBM XIV (Gen2 & Gen3) is limited to major hardware component replacements only (disks, modules, UPSs, batteries, ATS).

No support can be provided for the XIV software or OS. No support can be provided should the storage become unavailable due to a hard down/unavailability scenario consistent with an unclean shutdown or a cluster-wide OS failure.

Lenovo S-Series

The customer is responsible for all backup and restoration of licenses, settings and data following Park Place replacement of any components.

Lenovo ThinkSystem DE Series

The customer is responsible for all backup and restoration of licensing, firmware, software and user data, including any settings, and passwords following Park Place replacement of any components in the Lenovo ThinkSystem DE Series Storage unless supported by a managed services agreement with Park Place.

Lenovo ThinkSystem DS Series

The customer is responsible for all backup and restoration of licenses, settings and data following Park Place replacement of any components.

NetApp FAS/AFF/ASA/V-Series

Controller replacement is on a best effort basis and may not meet the requested SLA. This is due to the controllers needing to be re-flashed in the PPT Lab prior to replacement.

This applies to all arrays running ONTAP 8.2 or higher.

Minimum ONTAP code levels required for AFF A400, AFF C400, ASA A400, ASA C400, FAS8300, and FAS8700 is 9.16.1P7 - SP F/W 13.12 or higher.

The customer is responsible for all backup and restoration of licenses, settings and data following Park Place replacement of any components.

NetApp E & EF-Series

The customer is responsible for all backup and restoration of licenses, firmware, configuration settings, and data following Park Place's replacement of any components in NetApp E and EF-Series arrays.

The minimum SANtricity code level required for E28xx, E57xx Series, and EF570 is 11.80.1R1 or higher.

"IC" Import Controlled controllers are NOT supported.

These are specifically made for countries where encryption is not allowed such as Russia or China.

IC controllers cannot be intermixed with non-IC controllers. These can be identified in the configuration file. The replacement part number will have an -IC on the end.

Server

Dell PowerEdge (OEMR XL)

Dell PowerEdge OEMR XL servers/appliances are based on standard Dell PowerEdge server hardware, however OEMR XL servers have a customized System identity and potentially bespoke firmware, it is the customers responsibility to have a copy of the System identity and firmware files. Park Place cannot accept liability for "functionality" issues after parts replacement if it relates to the System identity or firmware, these issues will be classed as Out of Scope for the hardware maintenance support agreement. This can be verified by running the Dell Service Tag.

IBM Power Servers

Customer may incur additional charges for logical partitions associated with system if not identified prior to quote completion or if service issue occurs after inception of contract.

IBM z Mainframes (zSeries)

See Mainframe Addendum write up that needs to go out with all mainframe quotes

HPE Superdome 2

Park Place Technologies support for HPE Superdome 2 equipment is for Firmware revision level of 4.2.36 or higher

HPE Superdome X

Park Place Technologies support for HPE Superdome X equipment is for Firmware revision level of 8.8.xxx or higher

HPE Synergy

Customer is responsible for all backup and restoration of licenses, settings, and data following Park Place Technologies replacement of any components. Customer should download and maintain an archive of the latest and/or current version of the Synergy Support Pack and any updates in between.

Sun / Oracle xSeries

Park Place Technologies support for Sun / Oracle xSeries servers does not include the following product families: Exadata / Exalytics / Exalogic / Object Database Appliances (ODA) / Big Data Base Application (BDA).

HyperConverged

HPE SimpliVity

The customer is responsible for the virtualization software, software images, encryption keys/settings, backups and restoration of licenses, settings, and data before and following Park Place replacement of any components in the HPE SimpliVity. The customer must have a copy of the SimpliVity Support Pack (SVTSP) aligned to the running environment of their infrastructure.

Vblock

Park Place Technologies support for EMC VBlock equipment is limited to HW break/fix support for individual VBlock HW components. Park Place cannot support the VCE SW or configurations within the VBlock. Customer should obtain this support from VCE or the OEM(s) directly and/or should lock the configuration and software/firmware version of all components.

Dell VxRail

The customer is responsible for all backup and restoration of system image, licensing, firmware, software and user data, including any hard drive/RAID controller encryption keys, settings, and passwords following Park Place replacement of any components in the Dell VxRail Appliance unless supported by a managed services agreement with Park Place.

Nutanix (NX)

The customer is responsible for all backup and restoration of licenses, clusters, VMs and data following Park Place replacement of any components in the Nutanix NX Servers, exception being is covered by a managed services agreement with Park Place.

The customer is also responsible for all backup and restoration of licenses, settings and data following Park Place replacement of any components in the Nutanix NX Servers.

Support for Nutanix NX Servers is subject to spares availability following complete product discovery.

Nutanix NX Servers are based upon Supermicro servers and compute nodes. For comprehensive support, specifically for disk drives requiring discovery and replacement a Supermicro DataCenter Management Suite per Node License Key (SFT-DCMS-SINGLE) needs to be loaded on each compute node/server.

Appendix E:
Parkview Automated Support

PARKVIEW AUTOMATED SUPPORT™**GENERAL DESCRIPTION OF SERVICES**

The provision of proactive hardware monitoring services using PPT monitoring tools to review the performance of the Customer's environment. It continuously monitors hardware health telemetry and system alerts, detects predefined fault conditions (e.g., drive failures, memory errors, thermal thresholds), and automatically generates a support ticket within PPT's incident management platform.

ParkView Automated Support™ is designed to work together with Park Place's Hardware Maintenance Services as an add-on to facilitate proactive resolution or faster reactive resolution through automated incident notification. Hardware Maintenance Services is a separate offer and is sold separately.

SERVICES AND DELIVERABLES

ParkView Automated Support™ is a lightweight, non-intrusive solution designed to run continuously on supported infrastructure with minimal system impact. It monitors hardware telemetry, system logs, and fault indicators in real time to detect issues such as drive failures, memory errors, and thermal anomalies ("Services"). ParkView Automated Support™ uses OEM-specific fault signatures and parsing logic to ensure accurate detection across a broad range of enterprise hardware. When a fault is identified, ParkView Automated Support™ automatically creates a detailed support ticket in PPT's incident management platform ("Deliverable"). Each ticket includes enriched diagnostic metadata, to enable Technical Support teams to quickly triage and respond.

PPT will respond to support tickets generated by ParkView Automated Support™ based on the Customer's contracted support level (e.g., 24x7x4, NBD) as outlined in the Order Schedule for the corresponding Covered System(s). Activities on the ticket are transparent to the Customer, which will have visibility to incident tickets, engineering notes and ticket progress through Central Park, PPT's customer portal. Credentials for access to Central Park will be provided to the Customer during the onboarding process.

ELIGIBILITY

ParkView Automated Support™ is available only for customers who have purchased this service for equipment which is under contractual support with Park Place during the applicable term.

RESPONSIBILITIES

The following set forth certain Customer responsibilities and PPT responsibilities under this service:

- Customer shall ensure that appropriate infrastructure with required network access is provisioned and maintained to facilitate the service.
- Customer shall provide required device configuration details e.g. hostname or IP address, authentication credentials, and contact for notifications.
- Customer will identify and maintain a contact to whom PPT will direct service notifications.
- PPT will maintain PPT's infrastructure to support reliability and functionality of the service.

EXCLUSIONS:

Without limitation, the following are not included in the Services under this agreement: remediation of any software-related issues related to the Covered Systems; customization of predefined thresholds for performance metrics; charges payable to third parties for any work associated with this Service but not performed by PPT; except where explicitly stated above, monitoring, management, maintenance or installation of software to any layer of the software stack above the operating system, e.g. middleware or applications; notification to any other maintenance or warranty provider:

OTHER INFORMATION

- All rights, title, and interest in PPT's monitoring tools remain the exclusive property of PPT. Any feedback or suggestions provided by the Customer may be used by PPT without obligation.
- The ParkView Automated Support™ monitoring tool requires no access to customer workload data. Only system health telemetry and fault logs are collected.
- The ParkView Automated Support™ monitoring tool is provided "as-is". PPT makes no warranties regarding uninterrupted or error-free operation. Without limitation, PPT will not be responsible for Service failures due to external events, including but not limited to faults undetected due to agent misconfiguration, blocked connectivity, or delayed ticket creation due to customer-side network issues or disabled agents.

Appendix F:
Parkview Performance Insights

PARKVIEW PERFORMANCE INSIGHTS

GENERAL DESCRIPTION OF SERVICES

The provision of remote monitoring and notification services using PPT monitoring tools to review the performance of the Customer's environment.

SERVICES AND DELIVERABLES

PPT will provide monitoring and alerting services on events within the Customer's environment ("Services"). PPT will notify the customer when performance metrics have exceeded the programmed thresholds.

PPT will provide appropriate ticketing resources to deliver the Services to support the Covered Systems. Specifically, PPT will provide:

- Automated Ticket Creation
- Defined Notification Procedure

All activities are transparent to the Customer, which will have visibility to incident tickets, engineering notes and progress through Central Park, PPT's customer portal. Credentials for access to Central Park will be provided to the Customer during the onboarding process.

(i) Automated ticket creation

Incident identification: The process begins with detecting when an element of the Customer's environment has exceeded pre-defined performance thresholds, resulting in an incident.

Incident logging: Once an incident is identified, it is automatically recorded in a centralized incident management system or ticketing tool, capturing essential information such as the date, time and alert description.

Incident closure: PPT will close the ticket after the Customer has been notified.

(ii) Defined Notification procedure

PPT will advise the Customer to review the issue via an automated notification. Event notification contacts shall be defined by the Customer during the onboarding activities in Central Park.

Customer may modify these contacts during the duration of the service agreement through self-service functionality within Central Park.

ELIGIBILITY

ParkView Performance Insights is available only for customers who have purchased this service for equipment which is under contractual support with Park Place during the applicable term.

RESPONSIBILITIES

The following set forth certain Customer responsibilities and PPT responsibilities under this service:

- Customer shall ensure that appropriate infrastructure with required network access is provisioned and maintained to facilitate the service.
- Customer shall provide required device configuration details e.g. hostname or IP address, authentication credentials, and contact for notifications.
- Customer will identify and maintain a contact to whom PPT will direct service notifications.
- PPT will maintain PPT's infrastructure to support reliability and functionality of the service.

EXCLUSIONS

Without limitation, the following are not included in the Services under this agreement:

- Remediation of any issues related to the Covered Systems.
- Customization of pre-defined thresholds for performance metrics.
- Charges payable to third parties for any work associated with this Service but not performed by PPT.
- Except where explicitly stated above, monitoring, management, maintenance or installation of software to any layer of the software stack above the operating system, e.g. middleware or applications.
- Notification to any other maintenance or warranty provider.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
REPORTS & RECOMMENDATIONS	Rename the “Information Services” Department to “Security and Information Technology Management” and Modify the Department Scope of Services	ITEM NUMBER H.9.

Background:

The “Information Services” Department is responsible for maintaining City of Franklin servers, networks, storage systems, PCs, laptops, printers, and mobile devices. In the late 1990s the department was initially designated “Data Processing,” with its major duty being the interconnection of computers and the upkeep of the centralized AS-400 mid-range mainframe. In the 2000s, the department was rebranded as “Information Services” to more accurately represent the shift from centralized to distributed PC computing and to acknowledge the duty of overseeing the expanding city networks and infrastructure. This duty was delegated to Heartland Business Systems, which oversaw operational management and offered technical management advice. In 2016, the oversight of IT management was consolidated under the recently appointed Director of IT.

Recommendation:

The security and auditing obligations have been distributed across various departments. This establishes a setting in which many security policies and procedures can coexist, each designed to meet a particular auditing need for a single department. IT has informally executed Active Directory security management and has offered advisory services for both financial and Department of Justice audits. IT has also been responsible for safeguarding the networks and infrastructure, in addition to resolving concerns detected through routine penetration testing and vulnerability management assessments. Currently, these duties are not entirely acknowledged within the department's range of services or the job descriptions of employees.

The Technology Commission extensively deliberated on the function and extent of IT management in the City's operations during the meetings held in February, March, and April. The new departmental vision and scope of services document was produced based on the comprehensive feedback from these conversations. The commission proposed a motion to suggest that the department's name be formally altered to “Security and Information Technology Management” (SITM) to represent its dual functions and to consolidate decision-making authority as outlined in the Scope of Services.

Fiscal Impact:

No financial impact.

Budgetary Impact:

No budgetary impact.

COUNCIL ACTION REQUESTED

Motion to rename the “Information Services” Department to “Security and Information Technology Management” and authorize the accountability and responsibility within the department scope of services.



Security and Information Technology Management Department.

Vision and Scope of Services

Vision Statement:

To position the City of Franklin as a model of secure, resilient, and forward-thinking municipal technology, empowering city leadership, staff, and residents through trusted, innovative, and protected digital services.

Mission Statement:

The Security and Information Technology Management organization safeguards Franklin's information, infrastructure, and digital services while delivering reliable, efficient, and secure technology solutions that support public safety, operational excellence, transparency, and exceptional service to our community.



Core Values:

1. Security First

We prioritize the protection of data, systems, and critical infrastructure to maintain public trust and ensure continuity of essential services.

2. Service to the Community

We focus on the needs of residents, businesses, and city staff, delivering responsive and accessible technology that improves daily life and civic engagement.

3. Integrity and Accountability

We operate with transparency, ethical responsibility, and stewardship of public resources.

4. Innovation and Continuous Improvement

We embrace emerging technologies and best practices to enhance efficiency, resilience, and long-term value.

5. Collaboration and Partnership

We work closely with city departments, regional partners, and stakeholders to advance shared goals and strengthen community outcomes.

6. Resilience and Preparedness

We ensure that Franklin's digital services remain dependable in the face of evolving cyber threats and operational challenges.

Scope of Services:

Security and Information Technology Management (SITM) is a field that focuses on protecting an organization's information systems while strategically managing its technology resources to support business goals.

It combines two major areas:

Security Management

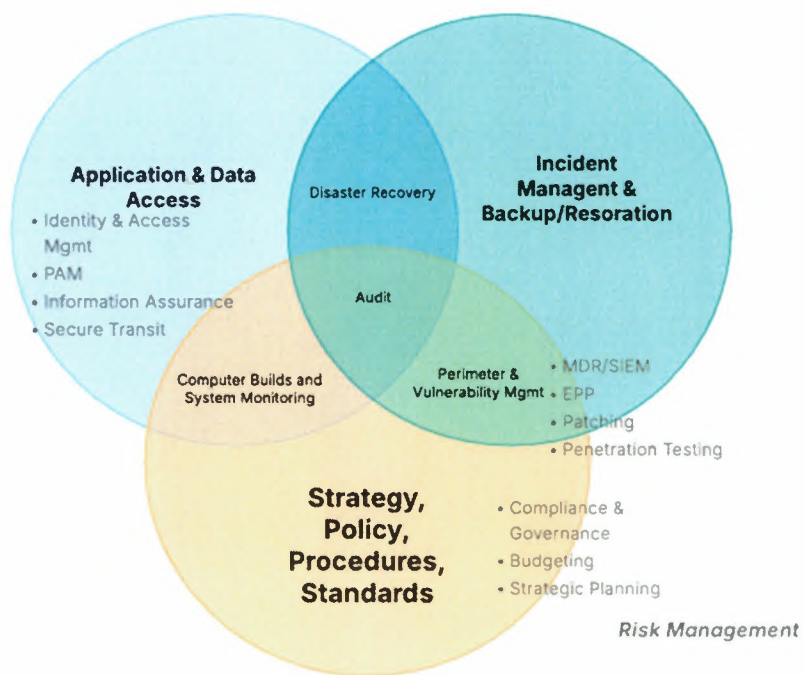
Focuses on protecting data, systems, and networks from threats.

Key areas include:

- Application and Data Access
 - Identity & access management
 - PAM (privileged access management)
 - Information assurance (confidentiality, integrity, availability)
- Incident Management & Backup/Restoration
 - Incident response
 - Disaster recovery
 - Audited full system backups
- IT Strategy, Policies, Standards & Procedures
 - Cybersecurity (preventing hacking, malware, ransomware)
 - Compliance & governance (e.g., frameworks like NIST, CJIS, or ISO etc.)

Risk Management is pervasive throughout all areas of IT security and must be addressed at every level.

Model of IT Security Services



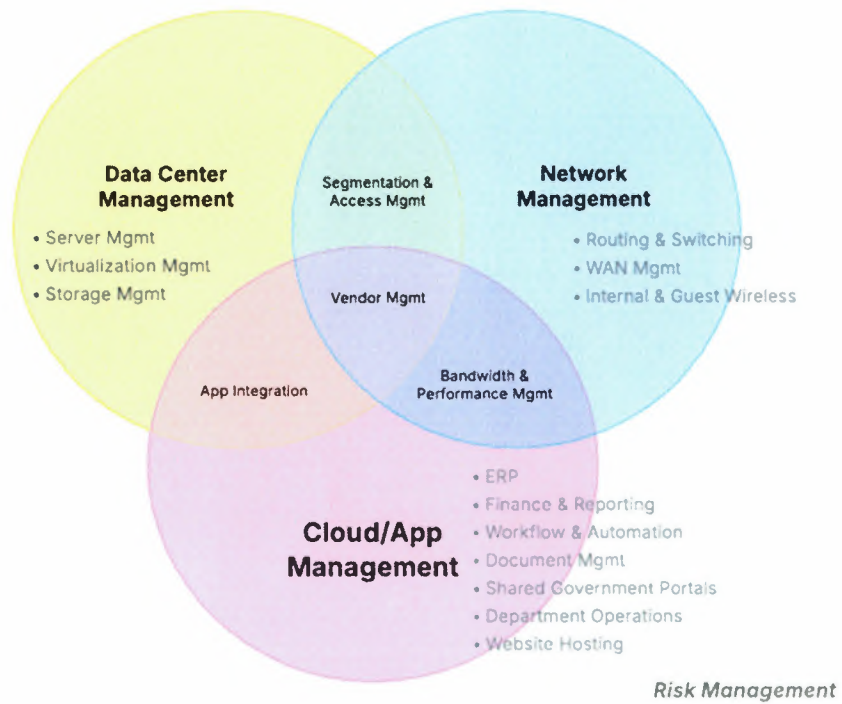
Information Technology Management

Focuses on planning, implementing, and overseeing IT systems within an organization or provisioned within a public or private cloud.

Key areas include:

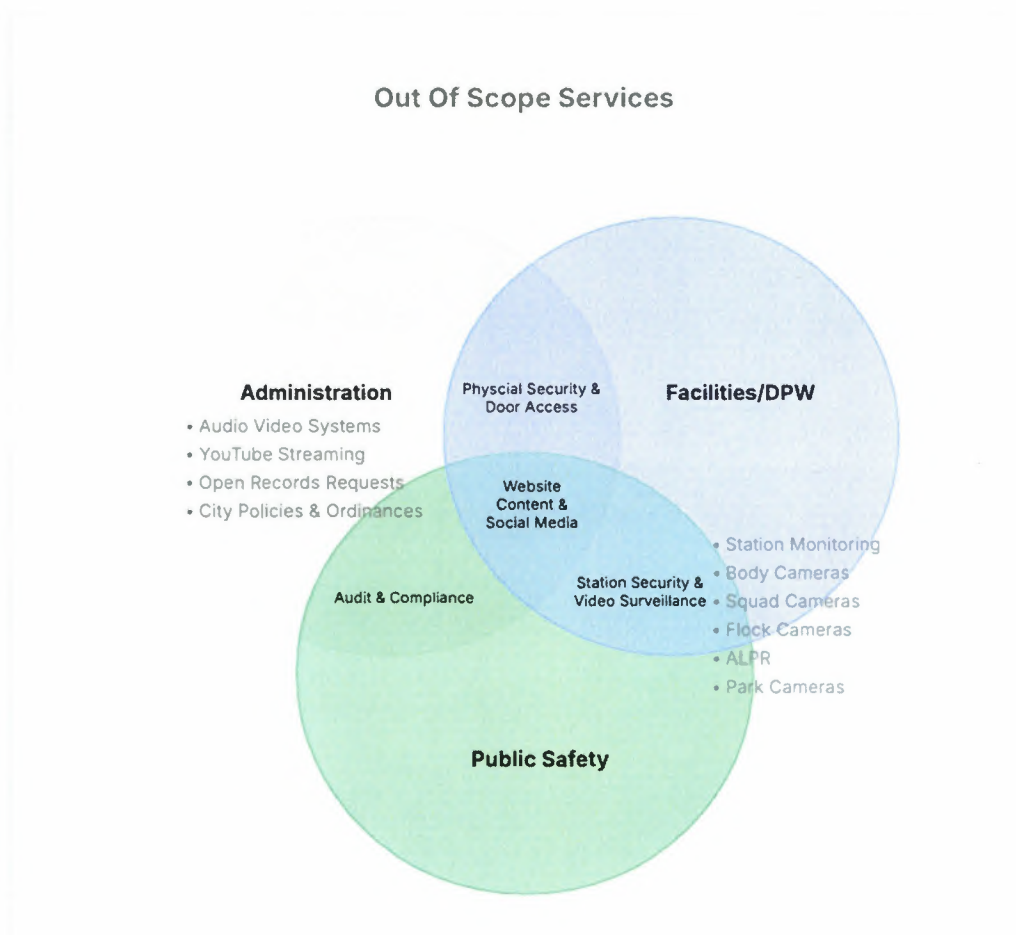
- Data Center Management
 - Server, Storage and Virtualization Management
 - Contract & Warranty Management
- Network Management
 - Local Switching & Routing Management
 - WAN Management
 - ISP (Internet Service Provider) Management
- Cloud & Application Management
 - Enterprise, GIS, & ERP Applications
 - Audited Financial & Reporting Applications
 - Department/Line-of-Business Operations Applications
 - Application Management and Lifecycle
 - Project Management
 - IT strategy and alignment with business goals
 - IT budgeting and resource planning
 - Vendor and service management

Model of IT Services



Out of Scope Functions

Security and specialized technology can transition into other departments, where functional areas directly pertain to law enforcement, EMS, or require specialized skills. It is recognized that these functions are best handled within policies and procedures defined by other departments.



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/26
REPORTS & RECOMMENDATIONS	Resolution conditionally approving a land combination for 4801 W. Ashland Way & 4710 W. Basswood Drive (TKN 900 0009 021 & 900 0009 007) (Yaskawa America Inc.)	ITEM NUMBER M.10. Ald. Dist. #4
At its July 23, 2026, regular meetings, the Community Development Authority and the Plan Commission recommended approval of this resolution. <u>Fiscal impact:</u> no expenditures of city's funds is anticipated to adopt this resolution. COUNCIL ACTION REQUESTED A motion to adopt Resolution No. 2026-_____, conditionally approving a land combination for 4801 W. Ashland Way & 4710 W. Basswood Drive (TKN 900 0009 021 & 900 0009 007). (Yaskawa America Inc.)		

Department of City Development: RM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[draft 07-16-26]

RESOLUTION NO. 2026-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR 4801 W. ASHLAND WAY & 4710 W. BASSWOOD DRIVE (TKN 900 0009 021 & 900 0009 007)
(YASKAWA AMERICA INC, APPLICANT AND PROPERTY OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed Land Combination for Yaskawa America Inc. to combine 4801 W. Ashland Way and 4701 W. Basswood Drive, properties more particularly described as follows:

4801 W. ASHLAND WAY (TKN 900 0009 021)
LOT 4 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 7638, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF CERTIFIED SURVEY MAP NO. 7638; THENCE N 0°57'16" W ALONG THE WEST LINE OF SAID LOT 3, 141.00 FEET; THENCE S 13°48'02" E, 144.64 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE S 89°04'50" E, 32.16 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

4701 W. BASSWOOD DRIVE (TKN 900 0009 007)
PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6836.

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9-13B of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Yaskawa America Inc, for the approval of a Land Combination for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions:

1. Yaskawa America Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Gerovac Land Combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Yaskawa America Inc. Land Combination project for the properties located at 4801 W. Ashland Way & 4710 W. Basswood Drive (TKN 900 0009 021 & 900 0009 007): (i) being in compliance with

all applicable governmental laws, statutes, rules, codes, orders and ordinances; and
(ii) obtaining all other governmental approvals, permits, licenses and the like,
required for and applicable to the project to be developed and as presented for this
approval.

BE IT FINALLY RESOLVED that the City Clerk be and is hereby directed to obtain the
recording of a certified copy of this Resolution in the Office of the Register of Deeds for
Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____
day of _____, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of July 23, 2026
Land Combination

Item E.1.

RECOMMENDATION: Department of City Development staff recommends approval of this Land Combination request subject to the conditions set forth in the attached resolution.

Project name:	Yaskawa America Inc. – Land Combination
Property Owner:	Yaskawa America Inc.
Applicant:	Michael Salentine, Yaskawa America Inc.
Property Address/TKN:	4801 W Ashland Way (3 World Packaging Circle) / 900 0009021 & 4710 W Basswood Drive / 900 0009 007
Aldermanic District:	District 4
Zoning District:	Planned Development Legacy (PDL-18)
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
Submittal date:	03-13-2026
Application number:	PPZ26-0025
Action requested:	Approval of Land Combination request

Land Combination to join two vacant lots in Planned Development Legacy (PDL) No. 18, also known as Franklin Business Park.

Lots to be combined:

- Lot 4 and part of Lot 3 of Certified Survey Map (CSM) No. 7638.
- Parcel 3 of CSM No. 6836.

The resulting parcel would have an area of 12.3 acres which meets the minimum lot size of one acre in PDL-18 per Ordinance 93-1279.

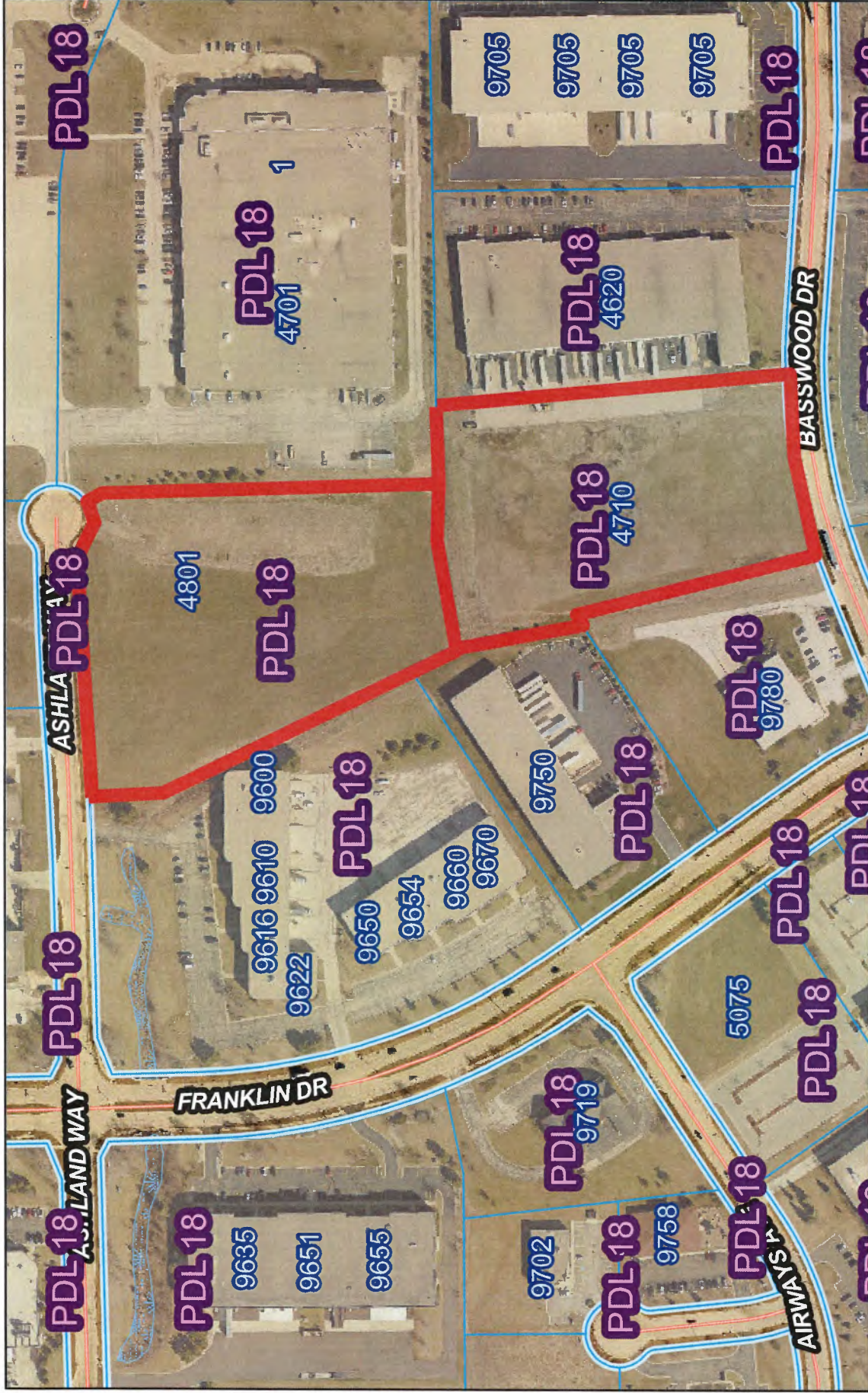
Separately, the applicant has requested a lot line adjustment to add a portion of Lot 3 of Certified Survey Map (CSM) No. 7638, this portion is labeled as “land swap parcel” on the survey. The resulting impervious surface of Lot 3 is 56% according to applicant’s calculations which doesn’t exceed the maximum impervious surface allowed of 75% in PDL-18.

This Land Combination application complies with Ordinance 93-1279 and Unified Development Ordinance (UDO) Section 15-9-13B Land Combination.

STAFF RECOMMENDATION

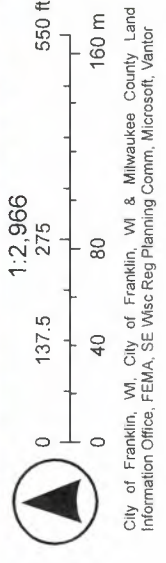
Planning Department staff recommends approval of this Land Combination request subject to the conditions set forth in the attached resolution.

City of Franklin Property Viewer



7/16/2026, 10:06:42 AM

- Parcel
- Zoning
- Road Right-of-Way
- PDL - Planned Development Legacy



City of Franklin, WI, City of Franklin, WI & Milwaukee County Land Information Office, FEMA, SE Wisc Reg Planning Comm, Microsoft, Vantor



Date: June 11, 2026

To: Michael Salentine, Yasakawa America Inc.
Gregg Prossen, The Consortium ae LLC

From: Régulo Martínez-Montilva, AICP, CNU-A
Planning Manager

RE: Staff Comments – Yaskawa Site Plan & Land Combination

LAND COMBINATION

4801 W Ashland Way (TKN 900 0009 021) & 4710 W Basswood Drive (TKN 900 0009 007)
Request to combine these two parcels into a single 12-acre parcel.

Planning Department

Planning staff reviewed your application for compliance with:

- [Ordinance 93-1279](#), Planned Development District No. 18 Franklin Business Park.
- Unified Development Ordinance Section [15-9-13B](#) Land Combination.

1. **Lot size.** The combined parcel meets the minimum lot size of one acre.
2. **Land/building ratio.** The adjacent parcel to the northeast (Lot 3 of CSM 7638) will lose the “LAND SWAP PARCEL” as labeled in your survey. Please submit impervious surface calculations of Lot 3 to attest compliance with the maximum land/building ratio of 75% (Ord. 93-1279 Section 8). **Lot 3 pre-swap is 590,838s.f. with 334,180s.f. of impervious surface which provides for a 56.56% impervious ratio. The land swap reduces Lot 3 by 2,267.2s.f. to 588,570.8 s.f. which provides a new impervious ratio of 56.78%.**
3. **Approval process.** Your Land Combination application needs to be presented before the Community Development Authority, Plan Commission and Common Council for approval. Planning staff will contact you to coordinate meeting dates.

Fire Department

No comments

Inspection Services Department

No comments

SITE PLAN

4800 W Ashland Way (TKN 900 0009 018)

Proposed manufacturing facility to assemble, finish and test robots and robot controllers. Single-story building with 100,000 sf of gross floor area.

Planning Department

Planning staff reviewed your application for compliance with:

- [Ordinance 93-1279](#), Planned Development District No. 18 Franklin Business Park.
- [Ord. 97-1437](#).
- Unified Development Ordinance Section [15-9-03B](#) Site Plan Review.

1. **Land use.** Manufacturing is a permitted use in the Industrial Area of the Franklin Business Park (Ord. 93-1279 Section 5).
2. **Outdoor café.** Is the outdoor café open to the public? Note that this use is not listed as a permitted use in the Industrial Area of the Franklin Business Park. It would be a permitted use provided it's ancillary to the manufacturing use and not open to the public (i.e. employees lunch area).
No, outdoor space is private for associates only and can only be accessed through the interior cafe.
3. **Setbacks.** Building and parking areas comply with minimum setbacks set forth in Ord. 93-1279, with the exception of retaining wall and loading area on the northeast side of the building. Please confirm that adjacent parcel is under the same ownership.
I am confirming that the subject site (4800 Ashland Way) and 2 World Packaging Cir are both owned by Yaskawa America Inc.
4. **Building height.** Ord. 97-1437 increased maximum building height in the Franklin Business Park to 60 feet. Proposed building complies with this requirement.
5. **Signs.** Separate sign permits are required for signs, including but not limited to wall signs depicted in exterior building elevations and renderings. Planning staff have not reviewed any signs as part of this site plan review, signs will be subject to separate reviews when you apply for sign permits.
Agree, signage will be a separate submittal for review and approval.
6. **Outdoor storage.** Any proposed outdoor storage area? If so, please indicate on the site plan.
No outdoor storage.
7. **Franklin Business Park Review Board.** Planning Department staff does not review your application for compliance with the "Design and Construction Guidelines for Franklin Business Park" (attached). Please contact the Franklin Business Park Review Board for their separate approval, then please submit written approval to us.
Franklin Business Park Review Board has reviewed and approved the project. Approval is attached separately.
8. **Approval process.** Your Site Plan application needs to be presented before the Community Development Authority and Plan Commission for approval. Planning staff will contact you to coordinate meeting dates.

Engineering Department

- Engineering has no comments on the new site plan.
A separate engineering review will be done later in the process.
Civil plans will need to be submitted to engineering for review of the utilities.
A SWMP may be required. *Yaskawa takes exception to this statement.*
Civil has been reviewed (by Franklin & consultant) and responded to separately by YAI Design team.

Fire Department

1. Existing fire hydrant locations are acceptable and approved as presented.
2. Building Fire Department Connection (FDC) must be acceptable to AHJ.
3. Fire department access paths are approved as presented.
4. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
5. Permitting and submittal instructions for fire protection system review and inspection can be found at:
<https://www.franklinwi.gov/Departments/Fire.htm>

Inspection Services Department

- Structure shall be designed and constructed in accordance with the Wisconsin Commercial Building Code.

Plat of Survey

Lot 3 and Lot 4 of Certified Survey Map No. 7638 and Parcel 3 of Certified Survey Map No. 6836, all being a part of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 5 North, Range 2 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

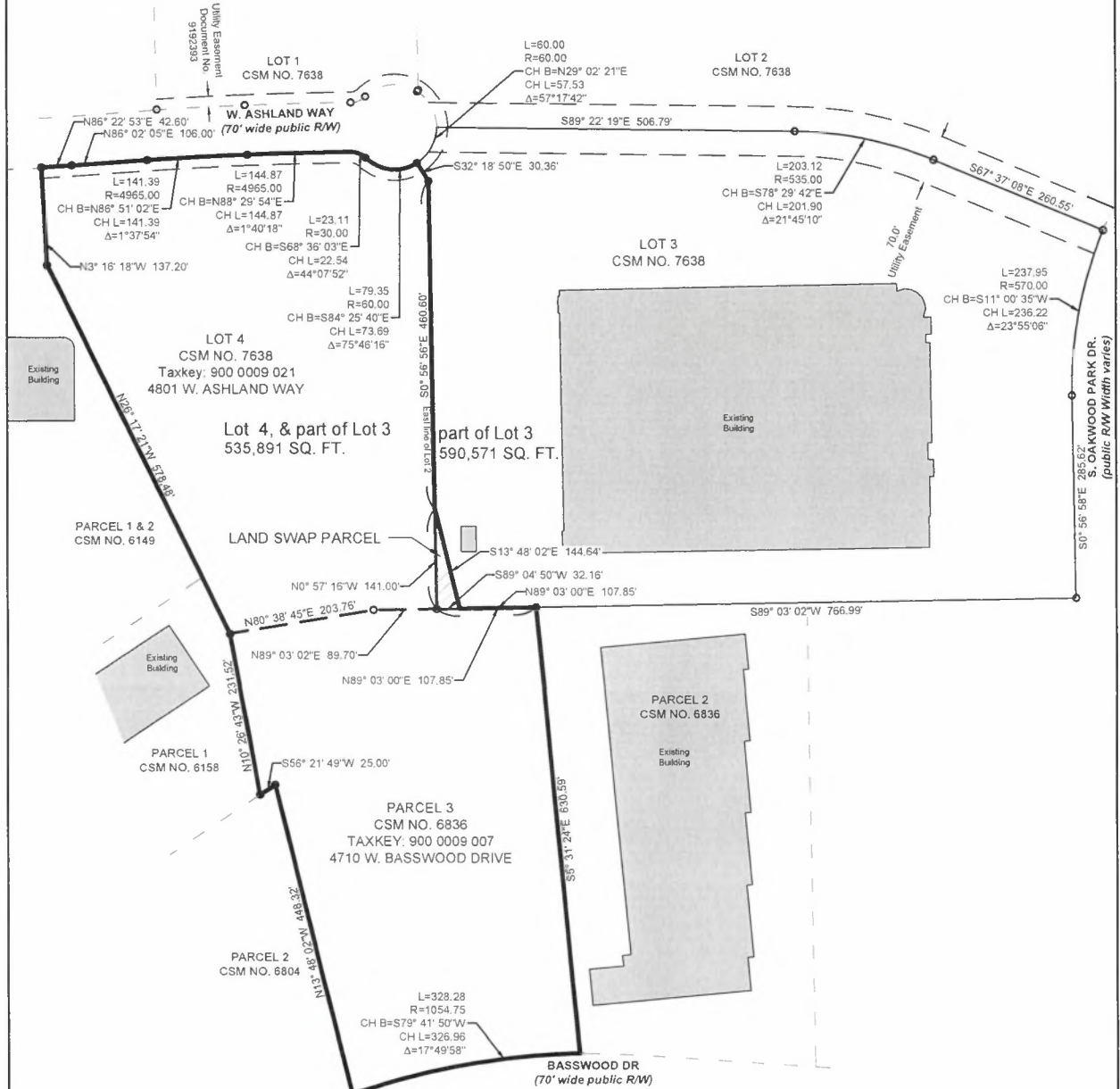
Legal Description of land swap parcel:

Part of Lot 4 and Lot 3 of Certified Survey Map No. 7638 being a part of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 5 North, Range 2 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

More particularly described as follows:

Beginning at the southwest corner of Lot 3 of Certified Survey Map No. 7638; thence N 0°57'16" W along the west line of said Lot 3, 141.00 feet; thence S 13°48'02" E, 144.64 feet to the south line of said Lot 3; thence S 89°04'50" E, 32.16 feet along the south line of said Lot 3 to the point of beginning.

containing 2,267.20 square feet.



I, Kevin A. Slotke, Professional Land Surveyor, certify that I have surveyed the above described property, to the best of my knowledge and ability, and that the map shows a true and correct representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures thereon, and all easements, roadways and encroachments, if any.



Kevin A. Slotke, P.L.S., 2505 March 12, 2026

YAI FRANKLIN - FCA-FW
7801 W. ASHLAND WAY
FRANKLIN, WI 53132

THE SIGMA GROUP
Single Source. Smart Solutions.

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

DATE: 3/12/2026

KAS

SCALE:

1" = 150'

22394-Plat Land Swap.dwg

Land Swap Exhibit

FIGURE 1

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF FRANKLIN, WISCONSIN

RESOLUTION NO. 2026- 1

A RESOLUTION APPROVING A SITE PLAN FOR THE DEVELOPMENT OF A
MANUFACTURING FACILITY LOCATED AT
4800 WEST ASHLAND WAY (TAX KEY NO. 900 0009 018)
(YASKAWA AMERICA INC., APPLICANT AND PROPERTY OWNER)

WHEREAS, Micheal Salentine, Yaskawa America Inc. having applied for approval of a proposed site plan for the development of a manufacturing facility, consisting of a 100,000-squarefoot single story building which will include 25,000 SF of mezzanine space, and Yaskawa America Inc. intends to assemble, finish and test their robots and robot controllers at this facility; and

WHEREAS, the Community Development Authority having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to §15-9-03.B. of the Unified Development Ordinance and Ordinance 93-1279 Planned Development District No. 18.

NOW, THEREFORE, BE IT RESOLVED, by the Community Development Authority of the City of Franklin, Wisconsin, that the Site Plan for the development of a manufacturing facility, as depicted upon the plans submitted on April 24, 2026, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions:

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the Yaskawa America Inc. development submitted on April 24, 2026 and attached as Exhibit A.
2. Yaskawa America Inc., successors and assigns, and any developer of the project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Yaskawa America Inc. development project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the Yaskawa America Inc. development project for the property located at 4800 West Ashland Way: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and

YASKAWA AMERICA INC.
SITE PLAN
RESOLUTION NO. 2026- 1
Page 2

the like, required for and applicable to the project to be developed and as presented for this approval.

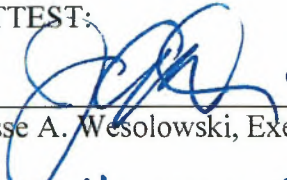
4. That the Yaskawa America Inc. Site Plan shall be developed and constructed pursuant to such Site Plan within two years from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.
5. This resolution is not approving outdoor signs. The applicant must obtain separate sign permits prior to the installation of outdoor signs.
6. The applicant must obtain separate approvals from the Engineering Department for stormwater management, utilities, grading and erosion control prior to any land disturbance activities.

Introduced at a regular meeting of the Community Development Authority of the City of Franklin this 23rd day of July, 2026.

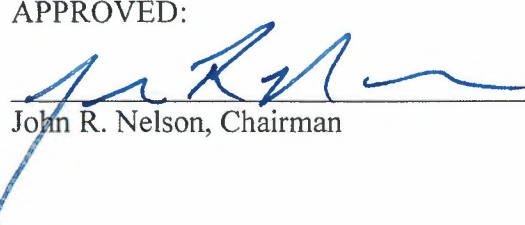
Passed and adopted at a regular meeting of the Community Development Authority of the City of Franklin this 23rd day of July, 2026.

APPROVED:

ATTEST:



Jesse A. Wesolowski, Executive Director



John R. Nelson, Chairman

AYES 4 NOES 0 ABSENT 1

**City of Franklin
Community Development Authority
Meeting Minutes
July 23, 2026**

Unapproved

I. Call to Order and Roll Call

The Thursday, July 23, 2026, Community Development Authority meeting was called to order at 5:00 PM by Chairperson John R. Nelson in the Common Council Chambers at Franklin City Hall. Present were Members Mayor Nelson, Alderman Salous, Cool, Steinbach and Paradinovich. Member Schmidt was excused. Also present was Executive Director Wesolowski.

II. Citizen Comment Period

Mayor Nelson opened the Citizen Comment period at 5:02 PM. No citizens came forward. Mayor Nelson closed the Citizen Comment period at 5:02 PM.

III. Approval of Meeting Minutes

Meeting Minutes from November 20, 2025

Member Alderman Salous moved and Member Paradinovich seconded a motion to approve the November 20, 2025 Community Development Authority meeting minutes. Upon voice vote, all voted “aye”. Motion carried: 4-0-2 (1 excused) (1 vacant).

IV. Business

- A. Yaskawa America Inc., Land Combination Application. Request to merge two vacant lots in the Franklin Business Park: 4801 W. Ashland Way (TKN 900 0009 021) and 4701 W. Basswood Drive (TKN 900 0009 007).**

Executive Director Wesolowski and Planning Manager Régulo Martínez-Montilva presented the item to the Authority. Member Alderman Salous moved and Member Paradinovich seconded a motion to recommend to the Common Council approval of the Yaskawa America Inc., Land Combination application to merge two vacant lots in the Franklin Business Park: 4801 W. Ashland Way (TKN 900 0009 021) and 4701 W. Basswood Drive (TKN 900 0009 007). Upon voice vote, all voted “aye”. Motion carried: 4-0-2 (1 excused) (1 vacant).

- B. Yaskawa America Inc., Site Plan Application. Request to allow for the development of a 100,000 SF single story, 45’ tall precast manufacturing facility which will include 25,000 SF of mezzanine space. Yaskawa intends to assemble, finish and test their robots and robot controllers at this facility, upon property located at 4800 W. Ashland Way (TKN 900 0009 018). A Resolution Approving a Site Plan for the Development of a Manufacturing Facility Located at 4800 West Ashland Way (Tax Key No. 900 0009 018) (Yaskawa America Inc., Applicant and Property Owner).**

Executive Director Wesolowski and Planning Manager Régulo Martínez-Montilva presented the item to the Authority. Member Steinbach moved and Member Alderman Salous seconded a motion to adopt A Resolution Approving a Site Plan for the Development of a Manufacturing Facility Located at 4800 West Ashland Way (Tax Key

**City of Franklin
Community Development Authority
Meeting Minutes
July 23, 2026**

No. 900 0009 018) (Yaskawa America Inc., Applicant and Property Owner). Upon voice vote, all voted “aye”. Motion carried: 4-0-2 (1 excused) (1 vacant).

- V. Next meeting date (August 20, 2026 or at the call of the Chairperson)

No action needed; none taken.

- VII. Adjournment

Member Alderman Salous moved and Member Paradinovich seconded a motion to adjourn the Thursday, July 23, 2026 meeting of the Community Development Authority at 5:09 PM. Upon voice vote, all voted “aye”. Motion carried: 4-0-2 (1 excused) (1 vacant).

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/26
REPORTS & RECOMMENDATIONS	Resolution to extend for additional two (2) years Resolution no. 2024-8153, a resolution imposing conditions and restrictions for the approval of a special use for Lake Grove Place, a multi-family development with 38 dwelling units upon property located at approximately 3709 W College Avenue (Safari Homes Franklin LLC)	ITEM NUMBER 9.11. Ald. Dist. #3
At its July 23, 2026, regular meeting, the Plan Commission held a public hearing and recommended approval of this resolution. The vote was 5-0-1: five ‘ayes’, no ‘noes’ and one absent. The Clerk’s Office received a protest petition on July 22 (attached). Note that per Wisconsin Statutes §62.23(7)(de)2.a: “ If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.” Under the current Unified Development Ordinance, a super majority vote is not required to approve a conditional use permit even if a protest petition is filed, therefore, a simple majority vote is sufficient. <u>Fiscal impact</u>: no expenditures of city’s funds is anticipated to adopt this resolution. COUNCIL ACTION REQUESTED A motion to adopt Resolution No. 2026-_____, to extend for additional two (2) years Resolution no. 2024-8153, a resolution imposing conditions and restrictions for the approval of a special use for Lake Grove Place, a multi-family development with 38 dwelling units upon property located at approximately 3709 W College Avenue (Safari Homes Franklin LLC)		

Department of City Development: RM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 06/23/26]

RESOLUTION NO. 2026-____

A RESOLUTION TO EXTEND FOR ADDITIONAL TWO (2) YEARS RESOLUTION NO. 2024-8153, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR LAKE GROVE PLACE, A MULTI-FAMILY DEVELOPMENT WITH 38 DWELLING UNITS UPON PROPERTY LOCATED AT APPROXIMATELY 3709 W COLLEGE AVENUE (SAFARI HOMES FRANKLIN LLC)

WHEREAS, Resolution No. 2024-8153, a resolution imposing conditions and restrictions for the approval of a special use for Lake Grove Place, a multi-family development with 38 dwelling units upon property located at approximately 3709 W College Avenue (Safari Homes Franklin LLC), was adopted by the Common Council on May 21, 2024; and extended for one year by Resolution 2025-8335; and

WHEREAS, Resolution No. 2024-8153 provides in part that “the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of building permits”; and

WHEREAS, the Plan Commission having considered such time extension request and having determined that it will promote the health, safety and welfare of the Community.

WHEREAS, by the Plan Commission of the City of Franklin, Wisconsin, having recommended a two-year extension to provide that the Lake Grove Place Special Use shall be established by way of the issuance of buildings permits within two (2) years from the date of adoption of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed time extension to Resolution No. 2024-8153 will promote the health, safety and welfare of the Community; and

BE IT FINALLY RESOLVED, by the Common Council of the City of Franklin, Wisconsin, that all other terms and provisions of Resolution No. 2024-8153, not inconsistent with the terms and provisions of this Resolution, shall remain in full force and effect.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026.

SAFARI HOMES FRANKLIN LLC – CONDITIONAL USE TIME EXTENSION
RESOLUTION NO. 2026-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of July 23, 2026
CONDITIONAL USE TIME EXTENSION

Item C.1.

RECOMMENDATION: Department of City Development staff recommends approval of this Conditional Use Time Extension subject to the conditions set forth in the attached resolution.

Project name:	Lake Grove Place, a multifamily development
Property Owner:	M. Manzur Hassan Khan, Ali Siddiqui, Et Al
Applicant:	Safari Homes Franklin, LLC
Property Address/TKN:	3709 W. College Avenue / 713 9996 003
Aldermanic District:	District 3
Zoning District:	R-MF Multiple-Family Residence District
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
Submittal date:	06-02-2026
Application number:	PPZ26-0064
Action requested:	Approval of two-year extension

The applicant is requesting a second time extension of Conditional Use permit for the Lake Grove Place multifamily development granted in 2024. The applicant states that “this additional time will allow us to finalize construction agreements, secure necessary financing, and proceed with the project in alignment with the City of Franklin’s guidelines and expectations”.

The subject Conditional Use permit was granted on May 21, 2024, by Resolution 2024-8153, and extended for one year by Resolution 2025-8335. With the 2025 Unified Development Ordinance, a Conditional Use permit approval can be valid for two years, therefore, the applicant is requesting a two-year extension. The applicant submitted this request on June 2, 2026, before the expiration of the Conditional Use permit on June 3.

The applicant is not proposing any changes to the Conditional Use permit at this time.

STAFF RECOMMENDATION

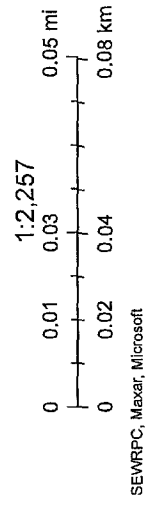
Department of City Development staff recommends approval of this Conditional Use Time Extension subject to the conditions set forth in the attached resolution.

City of Franklin Property Viewer



5/13/2025, 11:23:57 AM

☐ Parcel



Date: June 2, 2026

City of Franklin
Department of Planning & Zoning
9229 W. Loomis Road
Franklin, WI 53132

RE: Request for Special Use Permit Renewal and Extension

To Whom It May Concern,

I am writing to formally request the renewal and extension of the Special Use Permit currently associated with Lake Grove Place at 3709 W College Ave. As you are aware of the volatility in the construction industry due to tariff and other financing challenges, we are still committed to our project. We have diligently worked with multiple builders and finally were able to bring the cost down where the project would be still feasible.

Additionally, we are planning to bring down the phases from three which were supposed to take 36 months to finish, to two phases which we plan to finish in 18 months. In light of these changes, we respectfully request an extension to the current permit. This additional time will allow us to finalize construction agreements, secure necessary financing, and proceed with the project in alignment with the City of Franklin's guidelines and expectations.

We remain committed to complying with all applicable regulations and ensuring that our project contributes positively to the community. We appreciate your understanding and consideration of this request, and we are happy to provide any additional documentation or information as needed.

Thank you for your time and attention. We look forward to your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hassan' with a stylized flourish at the end.

M Manzur Hassan Khan
Managing Partner,
Safari Homes Franklin LLC

NOTICE OF PUBLIC HEARING

THE PLAN COMMISSION OF THE CITY OF FRANKLIN will hold a public hearing on Thursday, July 23, 2026 at 6:00 p.m. at Franklin City Hall (9229 W. Loomis Road) in the Common Council Chambers:

Safari Homes Franklin LLC – Resolution to extend Resolution No. 2024-8153 for two (2) years, a resolution imposing conditions and restrictions for the approval of a special use for Lake Grove Place, a multi-family development with 38 dwelling units.

Subject property: 3709 W College Avenue.

This public hearing is being held pursuant to the requirements of §15-9-06 Conditional Uses, of the Unified Development Ordinance. All supporting materials are available for review and may be obtained from the City Council.

For more information, call the Dept. of City Development (414-425-4024) or visit <https://www.franklinwi.gov/Calendar.htm>

2094

PROTEST PETITION - INFORMATION

OBJECTING TO THE SPECIAL USE APPROVAL FOR 3709 W COLLEGE AVENUE IN THE CITY OF FRANKLIN AND THE PURPOSE BEING THAT A SPECIAL USE SHALL NOT BE GRANTED EXCEPT BY FAVORABLE VOTE OF 3/4 OF ALL MEMBERS OF THE COMMON COUNCIL.

Applicant (Full Legal Name(s))

Name: MANZUR KAHN
Company: SAFARI HOMES
Mailing Address: 3709 W COLLEGE AVE
City / State: MILWAUKEE, WI Zip: 53221
Phone: _____
Email Address: _____

Project Property Information:

Property Address: 3709 W College Ave
Property Owner(s): SAFARI HOMES
LAKE GROVE PLACE
Mailing Address: 3709 W COLLEGE AVE
City / State: MILWAUKEE, WI Zip: 53221
Email Address: _____

Applicant is Represented by: (contact person)(Full Legal Name(s))

Name: MANZUR KAHN
Company: SAFARI HOMES
Mailing Address: 3709 W COLLEGE AVE
City / State: MILWAUKEE, WI Zip: 53221
Phone: _____
Email Address: _____

Tax Key Nos 713-9998-003

Existing Zoning: R-8 Multiple-Family Residence District

Existing Use: Single Family Residential

Proposed Use: Multi-Family Residential

Future Land Use Identification: Residential - Multi-Family

LEGAL DESCRIPTION

Parcel 1 of Certified Survey Map No. 6537 being part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 1, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin excepting therefrom the following: Beginning at the southeast corner of Parcel 2 as recorded in said Certified Survey Map No. 6537; thence South 88°32'26" West along the southerly line of said Parcel 2, 132.00 feet to the southwest corner of said Parcel 2; thence South 00°35'36" West along the westerly line of said Parcel 1, 136.00 feet; thence North 88°32'28" East 132.00 feet; thence North 00°35'36" East 136.00 feet to the place of beginning. Containing a net area of **4.1204 acres** or 179,487 square feet of land.

* Site layout attached.

PROJECT DESCRIPTION

MULTI - FAMILY DEVELOPMENT WITH 38 DWELLING UNITS

ADDITIONAL PERTAINING PROVISIONS AND REASONS FOR OBJECTION

The requested Special Use application shall not be granted unless it establishes the required provisions under General Standards for Special Uses, and other associated ordinance requirements.

- **Time restrictions** apply to the previous application, which had less surface ratio impacts. The project has gone in reverse in quality and open space. No steps have been taken to minimize building design, site design, landscaping, and screening, especially in comparison to the two previously approved plans.
- **Creates Undue Adverse Impact** by affecting neighborhood fire and police protection call volume. It will increase and delay safety service runs in an already overburdened area of the city. If built as is, the project will endanger adjacent owners safety and dominate the areas building density.
- **There is no Public Benefit** from further density saturation. The high water table leads to drainage concerns.
- **Traffic congestion and limited green space** is a problem if **38** units is allowed on only 4.1 acres. It will cause traffic congestion at the egress and ingress points by its proximity to the already burdened area. The land to surface ratio is especially dense with the recent 1-story unit request. It is not in harmony with the surrounding area and is above density of the general standards set in the district zoning.

PROTEST PETITION, Pertaining Ordinance - § 15-9-06 Applications for Special Use Permit.

A. General. It is recognized that there are uses which, because of their unique characteristics, cannot be properly classified in any particular zoning district or districts without consideration, in each case, of the impact of those uses upon neighboring land and of the public need for the particular use at the particular location. Such special uses fall into two categories: 1. Uses publicly operated or traditionally affected with a public interest. 2. Uses entirely private in character but of such an unusual nature that their operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.

D. Hearing on Special Use Application. Upon receipt in proper form of the application and statement referred to above, the Plan Commission shall hold at least one public hearing. At least 10 days in advance of such hearing, but not more than 30 days, notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Franklin. Written notice of the public hearing shall also be delivered by regular mail to all owners of properties or portions of properties within 500 feet of the lands described in the application, mailed not less than 10 days prior to the hearing, with the ownership to be determined by the records on file in the Office of the City Assessor: notice to one of joint or in-common owners being notice of all.

E. Authorization of Special Uses. For each application for a special use, the Plan Commission shall report to the Common Council its findings and recommendations, including the stipulations of additional conditions and guarantees that such conditions will be complied with when they are deemed necessary for the protection of the public interest. The Common Council may grant or deny any application for a special use; provided, however, that in the event of written protest against any proposed special use, duly signed and acknowledged by the owners of 20% or more either of the areas of the land included in such proposed amendment, or by the owners of 20% or more of the area of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20% or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such special use shall not be granted except by the favorable vote of 3/4 of all the members of the Common Council.

F. Effect of Denial of a Special Use. No application for a special use which has been denied wholly or in part by the Common Council shall be resubmitted for a period of 180 days from the date of said order of denial.

G. Revocation. In any case where a special use has not been established within one year after the date of granting thereof, then without further action by the Plan Commission or the Common Council, the special use authorization shall be null and void. The criteria for determining establishment of a special use may be set forth by the Common Council in the approving Special Use Resolution.

§ 15-9.0209 Protest. In the event of a protest against such district change or amendment to the regulations of this Ordinance, duly signed and acknowledged by the owners of 20% or more either of the areas of the land included in such proposed amendment, or by the owners of 20% or more of the area of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20% or more of the area of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such change or amendment shall not become effective except by the favorable vote of 3/4 of the full Common Council membership. No application for a zoning amendment pertaining to specific lands which describes the property to be subject to such proposed zoning amendment so as to create a "buffer zone", which buffer zone is found by the Common Council to have been created to avoid the effect of a protest petition and which buffer zone proposal is not supported by a substantial land use reason or a reasonable zoning practice purpose, shall be approved. The burden of proof with regard to the findings to be made by the Common Council hereunder shall be upon the applicant.

PROTEST PETITION - ACKNOWLEDGEMENT/AFFIDAVIT

PROTEST UNDER § 15-9-~~6b~~ OBJECTING TO THE SPECIAL USE APPLICATION FOR 3709 W COLLEGE AVENUE IN THE CITY OF FRANKLIN AND THE PURPOSE BEING THAT A SPECIAL USE SHALL NOT BE GRANTED EXCEPT BY FAVORABLE VOTE OF 3/4 OF ALL MEMBERS OF THE COMMON COUNCIL

WIS STATS. 706.07 Uniform law on notarial acts. (1) (a) "Acknowledgment" means a declaration by a person that the person has executed an instrument for the purposes stated therein and, if the instrument is executed in a representative capacity, that the person signed the instrument with proper authority and executed it as the act of the person or entity represented and identified therein.

AFFIDAVIT

STATE OF WISCONSIN}
} SS

CITY OF FRANKLIN, MILWAUKEE County}

This language satisfies the municipal code and the Statutory "Acknowledgment" components that the protesters have duly signed and acknowledged this Protest Petition. This page shall serve as the circulator's notarized affidavit verifying, I am one of the signatures and owners adjacent the land for Special Use application and that each person is an adjacent property owner over the age of 21, and that I personally collected and witnessed the foregoing Special Use Protest Petition signatures. I also certify that each Petitioner was provided a copy of the *Protest Petition Information* and understands the reason for this petition.

NAME (PRINT & SIGN): LUANNE VERBRICK

ADDRESS: 3825 W. COLLEGE MILWAUKEE, WI 53122

(Signature and address of circulating petitioner)

Subscribed and sworn to before me
this 22nd day of July, 2024.

[Signature] Notary Public-State of Wisconsin

My Commission expires OCTOBER 17, 2028 Notary Seal Must Be Affixed.

ANNIE CHAN
Notary Public
State of Wisconsin

Address: _____

Signature: Celine Richards TAX KEY 713 0226 000

Name: Celine Richards

Address: 3829 W. COLLEGE AVE MKE, WI 53221

Signature: Jeff Tischer TAX KEY 713 0226 000

Name: JEFF TISCHER

Address: 3829 W. College MKE, WI 53221

Signature: [Signature] TAX KEY 713 0224 000

Name: EWANNE VERBECK

Address: 3825 W. COLLEGE AVE MKE, WI 53221

Signature: _____

Address: 3813 W College Av

Signature: MBL TAX KEY 713 0206 000

Name: MIKE BUECKERS

Address: 3813 W COLLEGE AVE MKE, WI 53221

Signature: Rosanne Bueckers TAX KEY 713 0206 000

Name: Rosanne Bueckers

Address: 3813 W. COLLEGE AVE MKE, WI 53221

Signature: E. Weisbrod TAX KEY 713 0207 000

Name: Evan Weisbrod

Address: 3811 W College Ave MKE, WI 53221

Signature: _____

Address: _____

Signature: Claudia Arbanella TAX KEY 713 0208 000

Name: Claudia Arbanella

Address: 3809 W. College Ave. MKE, WI 53221

Signature: Paul J. Palivoda TAX KEY 713 0210 000

Name: PAUL J PALIVODA

Address: 3805 W COLLEGE AVE MKE, WI 53221

Signature: Angela Sorenson TAX KEY 713 0211 000

Name: Angela Sorenson

Address: 3803 W COLLEGE AVE MKE, WI 53221

Signature: _____

Address: 389 W College Ave

Signature: ~~Hele M. Kasmarski~~ TAX KEY 713 0221 000

Name: Hele M. Kasmarski

Address: 389 W College Ave MKE, WI 53221

Signature: Blanca Arias TAX KEY 713 0223 000

Name: Blanca Arias

Address: 3823 W College Ave MKE, WI 53221

Signature: _____

Name: _____

Address: _____

Signature: _____

Address: _____

Signature: Nettie Sorenson TAX KEY 713 0211 000

Name: Nettie Sorenson

Address: 3803 W. College Ave. MKE, WI 53221

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Signature: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
REPORTS & RECOMMENDATIONS	APPROVAL OF PROFESSIONAL SERVICES RENEWAL AGREEMENT WITH FORWARD APPRAISAL, LLC FOR ASSESSMENT SERVICES (2027–2029 ASSESSMENT YEARS)	ITEM NUMBER H.12. District: Citywide

PURPOSE

To authorize the Mayor and City Clerk to execute the Professional Services Agreement between the City of Franklin and Forward Appraisal, LLC for municipal assessment services for the 2027, 2028, and 2029 assessment years.

BACKGROUND

The City contracts with a professional assessment firm to perform statutory assessment functions required under Wisconsin law, including annual maintenance of the assessment roll and periodic market updates necessary to maintain equitable and uniform property assessments.

Forward Appraisal, LLC has submitted a three-year proposal to continue providing these services for the 2027 through 2029 assessment years. Under the proposed agreement, Forward Appraisal will perform annual maintenance services for all taxable real property together with one Interim Market Update during the contract term, consistent with Wisconsin assessment requirements. The agreement incorporates a detailed Scope of Work outlining responsibilities including property inspections, permit and sales reviews, assessment roll maintenance, Open Book, Board of Review, Department of Revenue reporting, and market analysis.

The proposed agreement provides a fixed annual fee of \$225,000 for each assessment year, for a total contract value of \$675,000, with additional time-and-material charges applicable only for specific prior-data corrections as authorized by the City. Fixed payments will be made monthly over each assessment cycle.

The agreement also includes standard provisions addressing insurance, indemnification, records ownership, termination, dispute resolution, and compliance with applicable federal, state, and local laws.

FINANCIAL IMPACT

Annual assessment services are budgeted within the Assessor/Assessment Services operating budget.

YEAR	AMOUNT
2027	\$225,000
2028	\$225,000
2029	\$225,000
Total Contract	\$675,000

Any authorized time-and-material services beyond the annual fixed fee would be billed separately in accordance with the contract and remain subject to the contract's overall not-to-exceed amount.

RECOMMENDATION

Staff recommends approval of the Professional Services Agreement with Forward Appraisal, LLC for assessment services covering the 2027 through 2029 assessment years and recommends authorizing the Mayor and City Clerk to execute the agreement.

COUNCIL ACTION REQUESTED

Motion to approve the Professional Services Renewal Agreement between the City of Franklin and Forward Appraisal, LLC for assessment services for the 2027–2029 assessment years and authorize the Mayor and City Clerk to execute the agreement in substantially the form presented.



PO Box 13434
Green Bay, WI 54307

920-288-2225
info@forwardappraisal.com

7/17/2026

To: Kelly Hersh, Director of Administration, City of Franklin

CC: Members of City of Franklin City Council

In re: City of Franklin 2024-2026 contract for Assessment Services with Forward Appraisal, LLC

Kelly et al,

While our initial contract with the City of Franklin has ended, we look forward to a continued partnership with the City going forward, in the form of a second contract and uninterrupted work process. In the spirit of partnership and full transparency, we'd like to provide a recap of our initial contract's terms and the status of each.

If you have any questions or concerns related to any of the following points, please don't hesitate to reach out for a follow-up conversation.

Thank you,

Nichole Tesch and Scott Alvey

Assessors

City of Franklin & Forward Appraisal, LLC

2024-2026 Assessment Contract Terms and Deliverables

Contract Items

1. Convert existing electronic assessment records into Market Drive CAMA software 100% complete. The programming was completed by Catalis, with initial mapping, continued support, and ongoing cleanup from Forward Appraisal.
2. Ensure buildings have vectorized sketches using Apex Sketch sketching software
As of June 30, 2026, 6,930 properties have vectorized sketches. Compared against 12,531 properties with buildings, roughly 55% of properties now have vectorized sketches. Sketching remains an ongoing process.

Note that about 25% of properties are condos, which in all cases had no digital sketch at all; these properties require a deep-dive into condo plats and declarations to find building plans from which to sketch.

3. Full inspection of at least 10% of parcels in the City, including sale and permit reviews typical of maintenance years. (Implementation note: This will include properties with building permits and properties that sold but will also include properties most likely to need reinspection.)

As of June 30, 2026, we have completed 850 full inspections. Compared against 12,531 properties with buildings, roughly 7% of properties have been fully inspected.

A full inspection is physically getting inside a property to ensure that every aspect of a Property Record Card (PRC) is accurate. While we offer full walkthrough inspections to everyone who questions their value, not all property owners are comfortable with the idea of opening their home to us. It is their right explicitly by state statute not to allow us access to their property for any reason, or no reason at all.

We recognize that and we try to offer many alternatives to walkthroughs for those who aren't comfortable with a walkthrough. We direct property owners to view their PRC online and compare against their property's actual characteristics. Properties listed for sale on MLS often have a plethora of photos of each room and exterior; we consider those reviews tantamount to a physical walkthrough. We also allow property owners to provide photos or video walkthroughs to verify characteristics (such as status of a remodel).

As the contract notes, our full inspections efforts target properties most likely to need reinspection. For an illustration of this, we sent letters to all 155 condo owners in the Tuckaway Shores condo association in 2025 in advance



2024-2026 Assessment Contract Terms and Deliverables

of a condo-wide canvas and then knocked door-to-door to attempt a full inspection at each unit. We have full inspections on 70 of these condo units, “only” about 45% participation.

That is a very high rate of response. For comparison, we send out sale surveys to every potentially valid sale requesting details of the sale and confirmation of property records. We have 1047 properties with sale letter notes, so we’ve sent about 2094 letters (buyers and sellers). We have 409 total returned surveys, or about 20% of survey participation. Even that is still better than the 10-15% average rate of response we see in other municipalities.

For these reasons and more, we don’t just rely on full inspections to maintain property records. We have also completed 941 drive-by inspections, 100 exterior inspections, 15 other on-site inspections, and 566 initial commercial inspections. (We do not include sale surveys as “inspections”, even as they provide insight into a property.)

With the 850 full inspections, this totals 2,472 properties with inspections which confirm at least a portion/majority of assessment data, or roughly 20% of properties. Our contract began in March 2024 and ended in June 2026; while it was for three assessment years, the work was condensed into a little over two calendar years. Including all inspections, we ended up just shy of inspecting 10% of properties per year.

4. Review and confirm all neighborhood delineations, making modifications if necessary. All modifications will be supported and followed up with a new boundary map, which will be given to GIS maintenance staff to create a new neighborhood map.

100% complete.

5. Research and review all land sales for the purpose of establishing land values

100% complete.



2024-2026 Assessment Contract Terms and Deliverables

6. Establish new models in Market Drive software for valuing all land in the City. This will include commercial, residential, and other land not subject to use-value rates.
 - a. *Land models will use common units of measure (square foot, acre, front foot, etc.); no land will be "site valued" or "gross valued"*
 - b. *Land models will be set up for each neighborhood*
 - c. *Unique land circumstances will be identified by GIS review and proper adjustments made for items such as size, shape, location, contamination etc.*
 - d. *All exempt properties will be assigned to an appropriate neighborhood so a market value for land can be estimated*
100% complete.
7. Test land models for accuracy
100% complete.
8. Research and review all improved sales for the purpose of establishing improvement values
100% complete.
9. Establish new models in Market Drive software for valuing all improvements. This will include commercial, residential, agricultural, and any other non-manufacturing taxable improvements.
 - a. *Commercial Income and Expense surveys should be distributed, collected, and analyzed to build a thoroughly supported Income Valuation Model. CoStar data will be available for use should the surveys be incomplete.*
 - b. *Commercial cost model will be based on Marshall & Swift, with proper and supported adjustments tailored to the local market*
100% complete. We sent out 416 income survey letters; 28 survey letters were returned, or about 7% participation.
10. Test improvement models for accuracy
100% complete.
11. Adjust models based upon observations in the field and any new verifiable sales
100% complete.
12. Review final new values and amounts of change, paying special attention to atypical or very large percentage changes
100% complete.



2024-2026 Assessment Contract Terms and Deliverables

13. Assist with the generation and mailing of notices

100% complete.

14. Attend Open Book, answer property owner questions, and provide any property owner follow-up

100% complete.

In the 2024 revaluation, we sent 13,356 Notices of Changed Assessment; 1,544 parcels had Open Book contacts, a rate of about 12%.

For the 2025 maintenance year, we sent out 542 Notices of Changed Assessment; 140 parcels had Open Book contacts, a rate of about 26%. These 140 parcels included many contacts by property owners who didn't necessarily receive a 2025 Notice of Change Assessment, but who wanted to discuss their value but forgot to reach out in 2024.

For the 2026 maintenance year, we sent out 639 Notices of Changed Assessment; 49 parcels had Open Book contacts, a rate of about 8%.

15. Attend Board of Review and assist in the defense of new property values

100% complete.

At the 2024 Board of Review, we had 19 cases plus Waste Management—which was waived directly to Circuit Court and not heard by the Board.

At the 2025 Board of Review, we had four cases.

At the 2026 Board of Review, we had one case.

16. Complete Municipal Assessment Report and submit to Department of Revenue

100% complete.

Obligations

1. The Municipality will be responsible for the licensing and cost of CAMA software Market Drive. The Assessor will be responsible for the licensing and cost of Apex Sketch software.

100% complete.

2. The City will keep active an online records portal (available via Market Drive at assessordata.org) for property information available to the public

100% complete.



2024-2026 Assessment Contract Terms and Deliverables

3. Forward Appraisal will house all electronic assessment records on a secure private server dedicated to assessment work. (The City will own all data; Forward Appraisal will be the custodian of all data.)

100% complete. We maintain a copy of our software's Data Warehouse on City of Franklin servers and an exported spreadsheet of all current property ownership, updated about monthly, for other departments to use as needed.

4. The Assessor will be responsible for all necessary printing and mailing costs

100% complete.

5. The City will furnish adequate office space for Forward Appraisal to conduct business. This should include at least one office with a computer or computer peripherals, a phone, and access to all paper and electronic records.

50% complete. The City has provided access to a storeroom which holds all physical records—except half of the commercial cards, which have been missing from the onset of our contract. We do not have a designated office space in City Hall; instead, we generally conduct business in the Lobby conference room as needed.

6. The City will provide Forward Appraisal appraisers city email addresses for seamless community integration. Forward Appraisal will have access to City's softphone system (if available) for remote calling.

100% complete.

7. The City will supply Forward Appraisal any letterhead, watermark, or other official document template for seamless community integration

100% complete.

8. All work progress would be monitored and overseen by the Director of Administration

100% complete.

Time and Materials

1. Conversion – Programmer time to convert the data

30 hours of programmer conversion

2. Conversion – Appraiser time to review/cleanup

160 hours of conversion cleanup



2024-2026 Assessment Contract Terms and Deliverables

3. Sketching – Technician time to sketch buildings

280 hours for commercial initial data entry + 1,660 hours for residential sketching (ongoing, noted above) = 1,940 hours of time to sketch buildings

4. Sketching – Appraiser time to re-measure buildings

64 hours for initial commercial data gathering due to lack of commercial data in the records.

Nearly every full inspection includes a re-measurement of a building, but we consider that to be part of the maintenance work process rather than data conversion. Whether we have been assessing a municipality for two years or 20 years, any time we're at a property we try to review the sketch against house measurements to confirm data accuracy.

Rate/Hr	Time and Materials Costs	Amount	
\$150	Conversion – Programmer time to convert the data	\$4,500	<i>not billed</i>
\$50	Conversion – Appraiser time to review/cleanup	\$8,000	<i>not billed</i>
\$40	Sketching – Technician time to sketch buildings	\$77,600	<i>not billed</i>
\$65	Sketching – Appraiser time to re-measure buildings	\$4,160	<i>not billed</i>
Total amount		\$94,260	<i>not billed</i>



A G R E E M E N T

This AGREEMENT is made and entered into this 4th day of August 2026, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Forward Appraisal (hereinafter "CONTRACTOR"), whose principal place of business is PO Box 13434, Green Bay, WI 54307.

W I T N E S S E T H

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Assessment Services, as described in CONTRACTOR's proposal to CLIENT dated March 27, 2026, annexed hereto, and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor, and all people furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

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

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder monthly. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of the invoice date for all approved work.
- B. Total compensation under this Agreement shall not exceed \$775,000 without prior written authorization of the Common Council. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Nichole Tesch, Scott Alvey, and Steve Shepro, to be CONTRACTOR's Project Managers and other key providers of Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days' written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties. If a revaluation has been completed prior to the date of termination by CLIENT, CLIENT shall pay CONTRACTOR a lump sum of \$225,000 multiplied by the proportion of months remaining on the contract to account for the cost of the completed revaluation work.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. Limit of General/Commercial Liability	\$2,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D. Workers' Compensation and Employers' Liability	\$500,000

Professional Liability (Errors and Omissions)

The CONTRACTOR does not carry Errors and Omissions. Errors and omissions are corrected or remedied through State-prescribed procedures such as Correction of Errors (70.43) or Omitted Property (70.44).

We request that the CLIENT accept the exclusion of Errors and Omissions.

Approval of exclusion of Errors and Omissions:

Kelly Hersh

Signature on behalf of CLIENT

7.31.2026

Date

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of July 1, 2026.

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

FORWARD APPRAISAL, LLC

BY: _____

BY: _____

PRINT NAME: John R. Nelson

PRINT NAME: Nichole Tesch & Scott Alvey

TITLE: Mayor

TITLE: Assessors

DATE: _____

DATE: 7/17/2026

BY: _____

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

CONTRACT FOR 2027-2029 ASSESSMENT YEARS
IN THE CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

REVALUATION AND MAINTENANCE CONTRACT

THIS AGREEMENT is by and between **Forward Appraisal, LLC**, the "Assessor," and the City of Franklin, Milwaukee County, Wisconsin, the "Municipality".

WITNESSETH: The Assessor and Municipality, for the consideration stated herein, agree as follows:

SCOPE OF WORK

The Assessor, having become familiar with the local conditions affecting the cost of the work, hereby agrees to perform everything required to be performed and to complete in a professional manner all the work required for Maintenance of all real property in the Municipality as of January 1, 2027, January 1, 2028, and January 1, 2029, in accordance with applicable Wisconsin Statutes and this contract. The assessor hereby also agrees to perform everything required to be performed and to complete in a professional manner all the work required for an Interim Market Update of all real property in the Municipality for 2028 in addition to the Maintenance work, in accordance with applicable Wisconsin Statutes and this contract.

All work will be performed in accordance with a compiled Scope of Work proposal (Attachment B).

VALUATION

For the Interim Market Update and Maintenance of all real property in the Municipality, the Assessor shall use the Computer Assisted Appraisal System: **Market Drive**

COMPENSATION

The Municipality shall pay the Assessor for the performance of this contract the following compensation:

Time and Materials Costs (Applicable to Correcting Prior Data)	Rate per Hour
Conversion – Appraiser time to review/cleanup	\$50
Sketching – Technician time to sketch buildings	\$40
Sketching – Appraiser time to re-measure buildings	\$65
 Fixed Price	 Bid Amount
Assessment work for 2027 (July 1, 2026 – June 30, 2027)	\$225,000
Assessment work for 2028 (July 1, 2027 – June 30, 2028)	\$225,000
Assessment work for 2029 (July 1, 2028 – June 30, 2029)	\$225,000

Fixed Price billings will be done monthly beginning **August 1, 2026**, and will conclude on **July 1, 2029**, with payment due within 10 days of the invoice date. Payments shall be evenly distributed over the course of each assessment work cycle.

Time and Materials Costs will be tracked and provided monthly for the Municipality. Billing for Time and Materials will be done monthly along with the fixed price invoice. The Time and Materials costs may be considered "complete" at the discretion of the Municipality.

**CONTRACT FOR 2027-2029 ASSESSMENT YEARS
IN THE CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN**

TERMINATION

This agreement may be terminated by the Municipality, for its convenience, for any or no reason. The Assessor may also terminate this agreement upon thirty (30) days' written notice to the Municipality. Upon such termination by the Municipality, the Assessor shall be entitled to payment of such amount as shall fairly compensate the Assessor for all work approved up to the date of termination; if a revaluation has been completed at the time of notice of termination, the Municipality shall pay to the Assessor a sum of \$225,000 multiplied by the proportion of months remaining on the contract to account for the cost of the revaluation work. In any case of termination, no amount shall be payable for any losses of revenue or profit from any source outside the scope of this contract, including but not limited to other actual or potential agreements for services with other parties.

If this agreement is terminated for any reason, the Assessor shall deliver to the Municipality all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the Assessor may have accumulated. Such material will be delivered to the Municipality in complete form or process. The Municipality shall hold the Assessor harmless for any incomplete work due to early termination.

The rights and remedies of the Municipality and Assessor under this section are not exclusive. They are in addition to any other rights and remedies provided by law or appearing in any other article of this agreement.

INSURANCE

The Assessor shall maintain and provide proof of insurance coverage as set forth below:

General/Commercial Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
Automobile Liability	\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)
Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
Workers' Compensation and Employers' Liability	\$1,000,000 single limit \$500,000 per accident

CONTRACT FOR 2027-2029 ASSESSMENT YEARS
IN THE CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

Errors and Omissions (Professional Liability)

The Assessor does not currently carry Errors and Omissions. Errors and omissions are corrected or remedied through State-prescribed procedures such as Correction of Errors (70.43) or Omitted Property (70.44).

We request that the Municipality accept the exclusion of Errors and Omissions as it is not required under any contract we have engaged with.

Approval of exclusion of Errors and Omissions:

Signature on behalf of Municipality

Date

INDEMNIFICATION AND ALLOCATION OF RISK

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

DISPUTES

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

MISCELLANEOUS PROVISIONS

Professionalism: The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this agreement shall have such active certifications, licenses, and permissions as may be required by law.

Under Law: Notwithstanding anything to the contrary anywhere else set forth within this agreement, all services and all materials and products provided by Assessor under this agreement shall comply with all

CONTRACT FOR 2027-2029 ASSESSMENT YEARS
IN THE CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

Conflict of Interest: The Assessor warrants that neither it nor its affiliates have any financial or other personal interest that would conflict with the performance of the services under this agreement and that neither it nor its affiliates will acquire any such interest directly or indirectly. The Assessor warrants that it immediately notifies the Municipality if any actual or potential conflict of interest arises or becomes known to the Assessor. Upon receipt of such notification, a Municipality review and written approval is required for the Assessor to continue to perform work under this agreement.

This agreement may only be amended by written instrument signed by the Assessor and the Municipality.

SUBMITTED this 27th day of March, 2026

CITY OF FRANKLIN, WISCONSIN

BY: _____
John R. Nelson, Mayor

DATE: _____

BY: _____
Danielle Brown, Director of Finance and Treasurer

DATE: _____

BY: _____
Shirley J. Roberts, City Clerk

DATE: _____

Approved as to form:

BY: _____
Jesse Wesolowski, City Attorney

DATE: _____

Firm Name: Forward Appraisal, LLC
By: Steven J Shepro
Title: Owner/Assessor II
Address: P.O. Box 13434
Green Bay, WI 54307-3434
Phone: 920-288-2225
Email: info@forwardappraisal.com

BY: _____
Steven J Shepro, Owner

DATE: _____

ATTACHMENT B - SCOPE OF WORK

SCOPE OF WORK FOR ASSESSMENT SERVICES
City of Franklin, WI

Forward Appraisal, LLC
P.O. Box 13434
Green Bay, WI 54307

Submitted:
March 27th, 2026

Assessment Work – Maintenance

Below is a list of services Forward Appraisal will provide for ongoing maintenance work; this list should be read to include any services outlined in the Wisconsin Property Assessment Manual as part of ongoing maintenance work.

Detailed Scope of Services

1. Continue data cleanup as necessary of converted electronic assessment records in Market Drive CAMA software
2. Inspect and update property records of all sold properties (with re-appraisal as needed)
3. Inspect and update property records of properties with building permits (with re-appraisal as needed)
4. Provide value estimates of proposed construction projects
5. Perform sales ratio study to determine projected level of assessment and measure uniformity of assessed values
6. Generate and mail notices of changed assessment, sales surveys, and walkthrough request letters for permit work and other records upkeep
7. Attend Open Book, answering property owner questions, and providing any property owner follow-up
8. Attend Board of Review, defending new property values
9. Complete Municipal Assessment Report and submit it to Department of Revenue

Detailed Work Implementation

1. Audit of Existing Data
Given the considerable amount of data clean-up that was necessary, it's reasonable to expect a nominal amount of data cleanup that will persist through this and future contracts.
 - a. Review and correct all items on the Assessment Roll Audit Report
This report identifies errors such as ranch homes with second floor square footage, homes with rec rooms listed but no basement square footage, commercial buildings with mismatched occupancies, etc.
 - b. Review and correct all items on the Incomplete Records Report
This report identifies properties that are missing data, as well as properties that are still missing electronic sketches and digital photos.
 2. Sale Inspections
All sales will be reviewed to determine whether they are usable market sales. All property data will be updated upon sale inspection.
 3. Permit Inspections
All permits will be screened. For those that are determined to affect value, on-site inspections will be performed as allowed, and properties will be re-assessed as needed.
 4. Final Review
All changed properties will be office-reviewed for consistency and equity.
-

Assessment Work – Revaluation

Below is a list of services Forward Appraisal will provide for the Interim Market Update; this list should be read to include any services outlined in the Wisconsin Property Assessment Manual as part of a market interim revaluation.

Detailed Scope of Services

1. Review and confirm all neighborhood delineations, making modifications if necessary. All modifications will be supported and followed up with a new boundary map, which will be given to GIS maintenance staff to create a new neighborhood map.
2. Research and review all land sales for the purpose of establishing land values
3. Establish new models in Market Drive software for valuing all land in the City. This will include commercial, residential, and other land not subject to use-value rates.
 - a. Land models will use common units of measure (square foot, acre, front foot, etc.); no land will be “site valued” or “gross valued”
 - b. Land models will be set up for each neighborhood
 - c. Unique land circumstances will be identified by GIS review and proper adjustments made for items such as size, shape, location, contamination, etc.
 - d. All exempt properties will be assigned to an appropriate neighborhood so a market value for land can be estimated
4. Test land models for accuracy
5. Research and review all improved sales for the purpose of establishing improvement values
6. Establish new models in Market Drive software to value all improvements. This will include commercial, residential, agricultural, and any other non-manufacturing taxable improvements.
 - a. Commercial Income and Expense surveys will be distributed, collected, and analyzed to build a thoroughly supported Income Valuation Model. CoStar data will be available for use should the surveys be incomplete.
 - b. Commercial cost model will be based on Marshall & Swift, with proper and supported adjustments tailored to the local market
7. Test improvement models for accuracy
8. Adjust models based upon observations in the field and any new verifiable sales
9. Review final new values and amounts of change, paying special attention to atypical or very large percentage changes
10. Generate and mail notices of changed assessment
11. Attend Open Book, answer property owner questions, and provide any property owner follow-up.
12. Attend Board of Review and defend new property values.
13. Complete Municipal Assessment Report and submit it to the Department of Revenue

Detailed Work Implementation

1. Audit of Existing Data

While much of the data cleanup has been completed, additional cleanup is still needed to ensure the most accurate information for modeling new cost tables.

- a. Ensure all buildings have vector sketches (using the Apex sketching program) and use area calculations from those sketches to update all areas in each property's records
- b. Review and correct all items on the Assessment Roll Audit Report
This report identifies errors such as ranch homes with second floor square footage, homes with rec rooms listed but no basement square footage, commercial buildings with mismatched occupancies, etc.
- c. Review and correct all items on the Incomplete Records Report
This report identifies properties that are missing data, as well as properties that are missing electronic sketches and digital photos.
- d. Review all neighborhood boundaries and ensure all parcels are correctly assigned
- e. Compare and correct acreage differences between the County and Market Drive
- f. Assign all land an appropriate and consistent unit of measure

2. Analysis of Sales Data

Detailed analysis of sales data is the foundation for establishing models that produce market value. Generally, much of this work is done by the Assessor and Assessment Staff each year when reviewing the validity of sales. Since Market Drive is still working with converted data, auditing will be necessary to make sure the sales being used for modeling are listed properly within the program.

- a. Review of land sales from prior 5 years, or as deemed relevant
- b. Review of improved sales from prior 3 years, or as deemed relevant

3. Land Modeling

Existing land models will be adjusted based on valid vacant land sales and improved sales using the abstraction method where necessary. Unique lots (irregular shape, access, contamination, etc.) will be identified and adjusted appropriately.

4. Residential Improvement Modeling

Residential improvements will be valued using Wisconsin Property Assessment Manual Volume II with modifications made to reflect local market conditions identified through the following studies:

- a. Analysis of new construction costs and new home sales to determine local modifier
- b. Analysis of depreciation based on sales studies
- c. Analysis of necessary market modifiers for residential components (style, interior and exterior ratings, basement egress, etc.)

5. Commercial Improvement Modeling

Commercial improvements will be valued using the Marshall & Swift Cost Manual with modifications made to reflect local market conditions identified through the following studies:

- a. Analysis of new construction costs and sales to determine local modifier
- b. Distribution and analysis of income surveys (with the incorporation of CoStar data) for producing an income valuation approach for relevant commercial properties
- c. Identify custom market adjustments for commercial property types based on sales data

6. Model Calibration

All models will be tested by comparing newly computed values with recent sales data.
Additional adjustments will be made if necessary.

7. Final Review

All properties will be office-reviewed for consistency and equity.

Obligations

City Obligations

The following assumptions are made regarding the City's involvement in the revaluation and ongoing maintenance work:

1. The City will cover the cost of Market Drive software licensing fees.
2. The City will keep an online records portal active (available via Market Drive at assessordata.org) for property information available to the public.
3. The City will furnish adequate office space for Forward Appraisal to conduct business. This should include at least one office with a computer or computer peripherals, a phone, and access to all paper and electronic records.
4. The City will provide Forward Appraisal appraisers with City email addresses for seamless community integration. Forward Appraisal will have access to the City's softphone system (if available) for remote calling.
5. The City will supply Forward Appraisal with any letterhead, watermark, or other official document template for seamless community integration.
6. All work progress will be monitored and overseen by the Director of Administration.

Forward Appraisal Obligations

Given the above assumptions regarding the City's involvement, the following shall clarify where Forward Appraisal is involved:

1. Forward Appraisal will cover the cost of Apex Sketch software licensing fees.
2. Forward Appraisal will house all electronic assessment records on a secure private server dedicated to assessment work. (The City will own all data; Forward Appraisal will be the custodian of all data.)
3. Forward Appraisal will be responsible for all necessary printing and mailing costs.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
REPORTS & RECOMMENDATIONS	IMPLEMENTATION OF REMAINING PERSONNEL COMMITTEE RECOMMENDATIONS REGARDING NON-REPRESENTED EMPLOYEE PERSONNEL POLICIES	ITEM NUMBER A.13. District: Citywide
PURPOSE To consider and approve implementation of personnel policy revisions previously recommended by the Personnel Committee and incorporated into the City's Employee Handbook and Civil Service Personnel Administration Program. Strategic Objective Maintain fair, consistent, and administratively efficient personnel policies while ensuring the City's Employee Handbook and Civil Service Personnel Administration Program accurately reflect Common Council policy and current operational practices. Executive Summary Over the past year, the Personnel Committee reviewed several personnel policy items intended to clarify existing practices, improve administrative consistency, standardize benefits among non-represented employees, and eliminate obsolete personnel policies. The Committee recommended approval and implementation of these items over multiple meetings. The requested actions complete the remaining personnel policy housekeeping items by: • Clarifying sick leave accrual and usage provisions for non-represented employees. • Rescinding the obsolete Employee Recruitment and Retention Tool Policy, including the Advance Notice Stipend provision. These actions do not establish new personnel benefits. Rather, they implement previously recommended policy changes, clarify existing administrative practices, and remove obsolete provisions from the City's personnel policies. In addition to improving policy consistency, these revisions simplify administration for Human Resources, Payroll, and Finance by eliminating outdated and difficult-to-administer provisions. BACKGROUND Beginning in September 2025, the Personnel Committee undertook a comprehensive review of provisions affecting non-represented employees. These discussions were initiated to address inconsistencies between the Employee Handbook and the Civil Service Personnel Administration Program, improve operational efficiency, enhance recruitment and retention practices, and standardize employee benefits where appropriate. The Committee unanimously recommended policy changes while directing staff to prepare final handbook language for subsequent implementation. Final policy language has since been developed and is presented for Common Council approval. Because these items involve implementation of previously recommended Personnel Committee actions and updates to existing personnel policies, Administration has consolidated them into a single report to improve efficiency and provide the Common Council with a comprehensive review of the remaining personnel policy updates.		

ANALYSIS

A. Sick Leave Policy Clarification

Staff identified several inconsistencies between the Employee Handbook and the Civil Service Personnel Administration Program regarding:

- When sick leave begins accruing.
- When accrued sick leave may first be used.
- Use of sick leave for household members.
- Maximum sick leave accumulation for certain non-represented employees.

The proposed revisions:

- Clarify that sick leave begins accruing on the employee's date of hire.
- Permit use once accrued.
- Establish a consistent definition of "household member".
- Standardize the maximum accumulation for non-represented non-management employees.
- Preserve existing balances through a transition provision.
- Improve consistency across City personnel documents.

These revisions implement the Personnel Committee's direction while improving administrative clarity and consistency. The revisions also resolve longstanding inconsistencies between the Employee Handbook and the Civil Service Personnel Administration Program, ensuring employees and supervisors have a single, consistent policy for administration.

B. Rescission of the Employee Recruitment and Retention Tool Policy

The Employee Recruitment and Retention Tool Policy was developed to provide flexibility during an exceptionally competitive labor market. As the City's personnel practices have evolved, the policy has largely served its intended purpose and is no longer necessary.

Since its adoption:

- Recruitment and compensation practices have evolved.
- Several provisions duplicate existing administrative authority.
- Portions lack objective implementation standards.
- The Advance Notice Stipend (ANS) provision has proven impractical to administer consistently due to the absence of objective eligibility criteria.
- The policy has been superseded by current administrative practices, approved budgets, employment agreements, collective bargaining agreements, adopted personnel policies, and specific Common Council actions.

Accordingly, Administration recommends rescinding the policy. Rescission will eliminate unnecessary administrative burden associated with the Advance Notice Stipend provision, reduce policy ambiguity, and ensure employee recruitment, compensation, and retention decisions continue to be administered through the City's established personnel policies, approved budgets, employment agreements, collective bargaining agreements, and Common Council actions, as appropriate.

FISCAL IMPACT

The proposed policy revisions are expected to have minimal direct fiscal impact. The sick leave revisions primarily clarify and standardize existing administrative practices and are not expected to result in additional costs.

Rescission of the Employee Recruitment and Retention Tool Policy, including the Advance Notice Stipend (ANS) provision, eliminates a discretionary compensation mechanism that has proven impractical to administer and difficult to implement consistently. The rescission is expected to reduce administrative burden for Human Resources, Payroll, and Finance, eliminate potential future financial obligations associated with the ANS provision, and improve consistency in the administration of employee compensation and benefits.

No additional appropriations are requested.

Legal/Policy Considerations

These actions update the City's Employee Handbook and Civil Service Personnel Administration Program to reflect current Common Council policy, Personnel Committee recommendations, and administrative practices.

The proposed revisions do not affect collective bargaining agreements unless specifically negotiated.

RECOMMENDATION

Administration recommends approval of the proposed personnel policy revisions, which reflect prior recommendations of the Personnel Committee, and authorization to update all affected personnel documents accordingly.

POLICY AREA	PERSONNEL COMMITTEE	COUNCIL ACTION
Sick Leave	Recommended Approval (9/15/2025)	Final Approval
Recruitment Tool Policy	Administrative Cleanup Recommended Approval (5/18/2026)	Final Approval to Rescind
Handbook/Civil Service Updates	Drafted & Ready for implementation	Final Approval

REQUESTED COUNCIL ACTION

Motion to approve implementation of the Personnel Committee's recommended revisions to non-represented employee personnel policies, including:

1. Approval of the proposed Sick Leave Policy revisions; and
2. Rescission of the Employee Recruitment and Retention Tool Policy, including elimination of the Advance Notice Stipend provisions; and
3. Authorization for Administration and Human Resources to update the Employee Handbook, Civil Service Personnel Administration Program, administrative procedures, and related personnel documents as necessary to implement these actions.

City of Franklin:

Current Sick Leave Policy

Sick Leave Policy

Employees under the Civil Service System receive and may use sick leave in accordance with Sections 3.11 and 10.6 of the Civil Service System Personnel Administration Program.

All extended-term full-time and part-time employees with benefits, whether paid on an hourly basis or by monthly salary, shall be entitled to sick leave accumulation.

Extended-term employees shall not be entitled to use sick leave until they have been employed continuously for at least six (6) months and have successfully completed a standard introductory period. Sick leave shall accrue at the rate of eight (8) hours for each calendar month of service for extended-term full-time employees. Effective 1/1/2025, Fire Department command staff who work a 24-hour shift will accrue paid sick leave at the rate of 1 (one) working day (24 hours) for each full month of service (prior to 1/1/25, this was 12 hours per month). Supervisory and management employees do not have a maximum accumulation of sick leave. A full month of service shall refer to any month in which an employee receives pay for at least ten (10) days. For Fire Command staff that work a 24-hour shift, a full month of service shall refer to any month in which the employee receives pay for at least five (5) days.

Sick leave granted and not used shall accrue to the credit of each employee. When an employee is transferred to another position, any unused sick leave that may have accumulated to the employee's credit shall transfer with the employee. Sick leave shall not accrue during leaves of absence without pay in excess of thirty days. Accrued sick leave shall be canceled and not paid upon termination of employment, except as provided by the Severance Pay section.

In the event any person having accrued sick leave ceases to be employed by the City and is re-employed within one year, or within three years in the instance of recall from a layoff, accrued sick leave shall be reinstated. In the event such re-employment occurs more than one year after termination, the accrued sick leave shall not be reinstated, and the employee shall accrue sick leave in the same manner as a new employee.

Supervisory and management personnel may use sick leave as provided for in Section 10.6 of the Personnel Administration Program, to attend doctor appointments of oneself or one's immediate family members, to attend to or take care of a ill or injured immediate family member, or for bona fide cases of sickness, accidents, maternity leave, and requests for the employee's presence by immediate family, doctor, or clergy due to family illness or emergency.

City of Franklin:

Current Sick Leave Policy

A full-time employee who is on sick leave for a period in excess of three (3) days or longer shall, prior to being entitled to any compensation, furnish a report from a qualified doctor that shall contain a diagnosis of the sickness whenever possible. An employee, for any illness or injury of more than seven (7) consecutive days, must present a written statement weekly from a physician, unless otherwise waived in writing by the Department Head.

When employees go on sick leave, they must immediately notify their Department Head or designated supervisor. Notification should be within thirty (30) minutes after the beginning of the scheduled workday, except Police Captains who shall notify the Department no later than one (1) hour prior to the start of the employee's work shift. Failure to do so may result in the denial of such leave pay. Employees should also let the supervisor know when they expect to return to work, and continually keep the supervisor informed of their condition.

No sick leave will be given to an employee in excess of the amount earned and available to the employee. A supervisory or management employee may use vacation time when they have exhausted all their sick leave time.

Effective 1/1/12, Supervisory and management employees who do not take sick leave during a specified four-month period (January through April, May through August, and September through December) shall receive a bonus of one sick day.

See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.

City of Franklin:

Redlined Sick Leave Policy

Sick Leave Policy

Employees under the Civil Service System receive and may use sick leave in accordance with Sections 3.11 and 10.6 of the Civil Service System Personnel Administration Program.

The original language that was deleted is shown with a ~~strikethrough~~. The new language is underlined.

Sick Leave Accrual

All non-represented extended-term full-time and part-time employees with benefits, whether paid on an hourly basis or by monthly salary, shall be entitled to sick leave accumulation.

~~Extended-term employees shall not be entitled to use sick leave until they have been employed continuously for at least six (6) months and have successfully completed a standard introductory period. Sick leave for non-represented employees shall begin accruing on the employee's date of hire and may be used once it has been earned. Sick leave shall accrue at the rate of eight (8) hours for each calendar month of service for extended-term full-time employees. Non-represented non-management employees may accrue a maximum of 180 days (1,440 hours) of sick leave. Employees who have already accrued sick leave beyond the maximum of 180 days (1,440 hours) prior to adoption of this policy shall retain their existing balance but shall not accrue additional sick leave until the balance falls below the maximum allowed.~~

Effective 1/1/2025, Fire Department command staff who work a 24-hour shift will accrue paid sick leave at the rate of 1 (one) working day (24 hours) for each full month of service (prior to 1/1/25, this was 12 hours per month). Supervisory and management employees do not have a maximum accumulation of sick leave. A full month of service shall refer to any month in which an employee receives pay for at least ten (10) days. For Fire Command staff that who work a 24-hour shift, a full month of service shall refer to any month in which the employee receives pay for at least five (5) days.

Transfer, Leave of Absence, Termination, and Rehire provisions

Sick leave granted and not used shall accrue to the credit of each employee. When an employee is transferred to another position, any unused sick leave that may have accumulated to the employee's credit shall transfer with the employee. Sick leave shall not accrue during leaves of absence without pay ~~in excess of~~ for more than thirty days. Accrued sick leave shall be canceled and not paid upon termination of employment, except as provided by the Severance Pay section.

City of Franklin:

Redlined Sick Leave Policy

In the event any person having accrued sick leave ceases to be employed by the City and is re-employed within one year, or within three years in the instance of recall from a layoff, accrued sick leave shall be reinstated. In the event such re-employment occurs more than one year after termination, the accrued sick leave shall not be reinstated, and the employee shall accrue sick leave in the same manner as a new employee.

Sick Leave Use

~~Supervisory and management personnel may use sick leave as provided for in Section 10.6 of the Personnel Administration Program, to attend doctor appointments of oneself or one's immediate family members, to attend to or take care of an ill or injured immediate family member, or for bona fide cases of sickness, accidents, maternity leave, and requests for the employee's presence by immediate family, doctor, or clergy due to family illness or emergency.~~

Sick leave is intended to provide income protection for employees who are unable to work due to illness, injury, medical appointments, or other qualifying health-related circumstances.

Accrued sick leave may be used for the following purposes:

- The employee's own illness, injury, or medical condition.
- Medical, dental, or other health-related appointments for the employee.
- Illness, injury, or medical care of a household member, as defined below.

For purposes of sick leave usage, a household member is defined as a person who resides in the employee's primary residence and with whom the employee has a reasonable expectation that the employee will provide care during periods of illness or medical need.

Household members may include, but are not limited to:

- Spouse or domestic partner
- Child, stepchild, foster child, or legal ward
- Parent or stepparent residing in the employee's household
- Any other dependent individual residing in the employee's household

Administration of Sick Leave for Household Members

- The employee must have accrued sick leave prior to its use.
- Employees must notify their supervisor as soon as reasonably possible when sick leave is needed.
- The City may require reasonable verification or medical documentation when consistent with City policy.

City of Franklin:

Redlined Sick Leave Policy

- Use of sick leave under this provision does not expand or alter eligibility for leave under the Family and Medical Leave Act (FMLA) or other applicable laws.
- The Director of Administration or Human Resources may interpret and administer this provision as necessary to ensure consistent application of the policy.

Additional Administrative Safeguards

- The City reserves the right to request documentation reasonably necessary to verify eligibility for sick leave usage.
- Departments may monitor usage patterns to ensure sick leave is used for legitimate health-related purposes.
- Abuse of sick leave may result in disciplinary action consistent with City policy.

~~A full time employee who is on sick leave for a period in excess of three (3) days or longer shall, prior to being entitled to any compensation, furnish a report from a qualified doctor that shall contain a diagnosis of the sickness whenever possible. An employee, for any illness or injury of more than seven (7) consecutive days, must present a written statement weekly from a physician, unless otherwise waived in writing by the Department Head.~~

~~When employees go on sick leave, they must immediately notify their Department Head or designated supervisor. Notification should be within thirty (30) minutes after the beginning of the scheduled workday, except Police Captains who shall notify the Department no later than one (1) hour prior to the start of the employee's work shift. Failure to do so may result in the denial of such leave pay. Employees should also let the supervisor know when they expect to return to work, and continually keep the supervisor informed of their condition.~~

~~No sick leave will be given to an employee in excess of the amount earned and available to the employee. A supervisory or management employee may use vacation time when they have exhausted all their sick leave time.~~

~~Effective 1/1/12, Supervisory and management employees who do not take sick leave during a specified four-month period (January through April, May through August, and September through December) shall receive a bonus of one sick day.~~

~~See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.~~

City of Franklin:

Revised Sick Leave Policy

Draft Language 3.16.2026

Sick Leave Policy

Employees under the Civil Service System receive and may use sick leave in accordance with Sections 3.11 and 10.6 of the Civil Service System Personnel Administration Program.

Sick Leave Accrual

All non-represented extended-term full-time and part-time employees with benefits, whether paid on an hourly basis or by monthly salary, shall be entitled to sick leave accumulation.

Sick leave for non-represented employees shall begin accruing on the employee's date of hire and may be used once it has been earned. Sick leave shall accrue at the rate of eight (8) hours for each calendar month of service for extended-term full-time employees. Non-represented non-management employees may accrue a maximum of 180 days (1,440 hours) of sick leave. Employees who have already accrued sick leave beyond the maximum of 180 days (1,440 hours) prior to adoption of this policy shall retain their existing balance but shall not accrue additional sick leave until the balance falls below the maximum allowed.

Effective 1/1/2025, Fire Department command staff who work a 24-hour shift will accrue paid sick leave at the rate of 1 (one) working day (24 hours) for each full month of service (prior to 1/1/25, this was 12 hours per month). Supervisory and management employees do not have a maximum accumulation of sick leave. A full month of service shall refer to any month in which an employee receives pay for at least ten (10) days. For Fire Command staff who work a 24-hour shift, a full month of service shall refer to any month in which the employee receives pay for at least five (5) days.

Transfer, Leave of Absence, Termination, and Rehire provisions

Sick leave granted and not used shall accrue to the credit of each employee. When an employee is transferred to another position, any unused sick leave that may have accumulated to the employee's credit shall transfer with the employee. Sick leave shall not accrue during leaves of absence without pay for more than thirty days. Accrued sick leave shall be canceled and not paid upon termination of employment, except as provided by the Severance Pay section.

City of Franklin:

Revised Sick Leave Policy

Draft Language 3.16.2026

In the event any person having accrued sick leave ceases to be employed by the City and is re-employed within one year, or within three years in the instance of recall from a layoff, accrued sick leave shall be reinstated. In the event such re-employment occurs more than one year after termination, the accrued sick leave shall not be reinstated, and the employee shall accrue sick leave in the same manner as a new employee.

Sick Leave Use

Sick leave is intended to provide income protection for employees who are unable to work due to illness, injury, medical appointments, or other qualifying health-related circumstances.

Accrued sick leave may be used for the following purposes:

- The employee's own illness, injury, or medical condition.
- Medical, dental, or other health-related appointments for the employee.
- Illness, injury, or medical care of a household member, as defined below.

For purposes of sick leave usage, a household member is defined as a person who resides in the employee's primary residence and with whom the employee has a reasonable expectation that the employee will provide care during periods of illness or medical need.

Household members may include, but are not limited to:

- Spouse or domestic partner
- Child, stepchild, foster child, or legal ward
- Parent or stepparent residing in the employee's household
- Any other dependent individual residing in the employee's household

Administration of Sick Leave for Household Members

- The employee must have accrued sick leave prior to its use.
- Employees must notify their supervisor as soon as reasonably possible when sick leave is needed.
- The City may require reasonable verification or medical documentation when consistent with City policy.
- Use of sick leave under this provision does not expand or alter eligibility for leave under the Family and Medical Leave Act (FMLA) or other applicable laws.

City of Franklin: Revised Sick Leave Policy

Draft Language 3.16.2026

- The Director of Administration or Human Resources may interpret and administer this provision as necessary to ensure consistent application of the policy.

Additional Administrative Safeguards

- The City reserves the right to request documentation reasonably necessary to verify eligibility for sick leave usage.
- Departments may monitor usage patterns to ensure sick leave is used for legitimate health-related purposes.
- Abuse of sick leave may result in disciplinary action consistent with City policy.

Effective 1/1/12, Supervisory and management employees who do not take sick leave during a specified four-month period (January through April, May through August, and September through December) shall receive a bonus of one sick day.

See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.

September 15, 2025, Personnel Committee Packet: Sick Leave Policy Revisions Requested

I have attached copies of the pertinent language from our Employee Handbook and Civil Service Manual on this subject.

Options:

1. Upon discussion, come to an agreement on each of the 3 items above. Have Staff prepare Employee and Civil Service Manual changes as needed.
2. Upon discussion, come to an agreement on each of the 3 items above. Request Employee Handbook and Civil Service Manual changes be brought back to the Personnel Committee next month for final recommendation.

Potential Requested Motion: Move to recommend changes to the non-represented sick leave language as discussed and authorize Human Resources to change the Employee Handbook and Civil Service Manual as required.

Sick Leave

Employees under the Civil Service System receive and may use sick leave in accordance with Sections 3.11 and 10.6 of the Civil Service System Personnel Administration Program.

All extended-term full-time and part-time employees with benefits, whether paid on an hourly basis or by monthly salary, shall be entitled to sick leave accumulation.

Extended-term employees shall not be entitled to use sick leave until they have been employed continuously for at least six (6) months, and have successfully completed a standard introductory period. Sick leave shall accrue at the rate of eight (8) hours for each calendar month of service for extended-term full-time employees. Effective 1/1/2025, Fire Department command staff that work a 24-hour shift will accrue paid sick leave at the rate of 1 working day (24 hours) for each full month of service (prior to 1/1/25 this was 12 hours per month). Supervisory and management employees do not have a maximum accumulation of sick leave. A full month of service shall refer to any month in which an employee receives pay for at least ten (10) days. For Fire Command staff that work a 24-hour shift a full month of service shall refer to any month in which the employee receives pay for at least five (5) days.

Sick leave granted and not used shall accrue to the credit of each employee. When an employee is transferred to another position, any unused sick leave that may have accumulated to the employee's credit shall transfer with the employee. Sick leave shall not accrue during leaves of absence without pay in excess of thirty days. Accrued sick leave shall be canceled and not paid upon termination of employment, except as provided by the Severance Pay section.

In the event any person having accrued sick leave ceases to be employed by the City and is re-employed within one year, or within three years in the instance of recall from a layoff, accrued sick leave shall be reinstated. In the event such re-employment occurs more than one year after termination, the accrued sick leave shall not be reinstated, and the employee shall accrue sick leave in the same manner as a new employee.

Supervisory and management personnel may use sick leave as provided for in Section 10.6 of the Personnel Administration Program, to attend doctor appointments of oneself or one's immediate family members, to attend to or take care of a ill or injured immediate family member, or for bona fide cases of sickness, accidents, maternity leave, and requests for the employee's presence by immediate family, doctor, or clergy due to family illness or emergency.

A full-time employee who is on sick leave for a period in excess of three (3) days or longer shall, prior to being entitled to any compensation, furnish a report from a qualified doctor that shall contain a diagnosis of the sickness whenever possible. An employee, for any illness or injury of more than seven (7) consecutive days, must present a written statement weekly from a physician, unless otherwise waived in writing by the Department Head.

When employees go on sick leave, they must immediately notify their Department Head or designated supervisor. Notification should be within thirty (30) minutes after the beginning of the scheduled work day, except Police Captains who shall notify the Department no later than one (1) hour prior to the start of the employee's work shift. Failure to do so may result in the denial of such leave pay. Employees should also let the supervisor know when they expect to return to work, and continually keep the supervisor informed of their condition.

No sick leave will be given to an employee in excess of the amount earned and available to the employee. A supervisory or management employee may use vacation time when they have exhausted all of their sick leave time.

Effective 1/1/12, Supervisory and management employees who do not take sick leave during a specified four month period (January through April, May through August, and September through December) shall receive a bonus of one sick day.

See also "Application of Benefits for Extended-Term, Part-Time Employees With Benefits" and the related Section 3.18 of the Personnel Administration Program.

Section 3.11 SICK LEAVE: Each extended-term full-time employee and each extended-term part-time employee with benefits shall be eligible for compensable sick leave credit based upon periods of completed service with the City, which credit may be available for use after the first six (6) months of continuous service. Extended-term part-time employees receive sick leave benefits prorated as per Section 3.18 herein. Employees are paid their normal hourly rate, with no premium or multiplier, for each hour of Sick leave used. Compensable sick leave credits may be capped, which caps or maximum accruals will be specified in Section 10.6.3 No compensation is paid for any unused, accumulated sick leave credit if an employee resigns, is discharged, or is laid off.

who is ordered to active duty shall be addressed by a separate policy as adopted by the Common Council, which policy shall be incorporated into the Employee Handbook..

Section 10.6 SICK LEAVE:

10.6.1 ELIGIBILITY: Each extended-term full-time employee and each extended-term part-time employee with benefits shall be eligible for sick leave credit based upon periods of completed service with the City, which credit will begin to accrue and may be available for use after the first six (6) months of continuous service. The positions of Public Health Nurse, Planner, Police Department Administrative Assistant, Administrative Project Assistant, and Deputy City Clerk shall use, accrue, and administer their sick leave credits, incorporating all subsections of 10.6, in the manner authorized for supervisors in the Employee Handbook. [Note: As of February 18, 2014, this section includes a technical correction which incorporates language originally approved December 6, 2011.]

10.6.2 COMPUTATION OF SICK LEAVE CREDIT: Each eligible employee shall be credited with sick leave up to the maximum sick leave accumulation at the rate of the number of hours equivalent to one (1) average regular scheduled workday period (i.e., prorated), exclusive of overtime and authorized meal periods, for each month of completed service after becoming eligible. For the purpose of sick leave credit, completed service shall include absence due to declared City holidays, to approved vacation leaves, to disability arising from injuries sustained in the course of City employment, and to circumstances as required by FMLA, as evidenced by applicable worker's compensation payments.

Unless otherwise required by law (for example, during FMLA absences), all other periods of absence, for example sick leave and unpaid leave, comprising an entire pay period shall not be included as completed service. Additionally, vacation leave and/or compensation time of less than one week (combined), funeral leave, and holiday leave shall not be included as completed service if the remainder of the pay period is comprised of these other periods of absence, as referenced in the preceding sentence. As such, no sick leave benefit will accrue for a given pay period if during that pay period the employee is only credited with sick leave, holiday leave, funeral leave, unpaid leave, or vacation leave and compensation time of less than one week.

10.6.3 MAXIMUM SICK LEAVE ACCUMULATION: Except as set forth in 10.6.1, unused sick leave credit of any eligible employee may not exceed 180 days.

10.6.4 SPECIAL SICK LEAVE CREDIT: If an employee has not taken sick leave during a specified four month period (January through April, May through August, and September through December), the employee shall receive a bonus of one sick day.

10.6.5 USE OF SICK LEAVE CREDIT: Eligible employees, upon the approval of their supervisor, may use sick leave credit in accordance with the provisions listed below, to claim compensation for periods of absence due to illness, injury, or quarantine due to contagious disease which could be communicated to other employees (except where Worker's Compensation applies):

- (a) Employees shall make every reasonable effort to inform their immediate supervisor of any such absence prior to the beginning of their work shift or as soon as possible thereafter. Failure to do so within twenty-four (24) hours from the beginning of their work shift on each day of absence may be cause for denial of use of sick leave credit for the period of absence, except an employee may provide a notice for a multiple day period.
- (b) Sick leave credit may not be used to cover a period of absence less than one hour of the employee's regularly-scheduled daily work hours, except for Department of Public Works and Sewer and Water Employees who may not use sick leave credits to cover a period of absence less than 4 hours of the employee's regularly-scheduled daily work hours. Sick leave credit may not be used to cover a period of or pattern of tardiness, as determined by the City.
- (c) The use of sick leave credit in excess of three (3) consecutive days to cover periods for reason of illness, injury, or quarantine may be granted only after an employee presents to the supervisor, a written statement from the employee's physician stating the nature of the illness and certifying that the employee's condition prevents or prevented the employee from performing the duties of the position and, when applicable, that the employee may return to work and can perform the duties of the position. An employee with any illness or injury of more than seven (7) consecutive calendar days must present such a written statement weekly from a physician, unless otherwise waived in writing by the Department Head.
- (d) Sick leave credit may be used in accordance with State, Federal, and Local Family Medical Leave Act (FMLA) provisions.
- (e) A holiday occurring during an employee's absence due to approved sick leave shall not be considered a day of sick leave.
- (f) All unused, accumulated sick leave credit is automatically cancelled if an employee resigns, is discharged, or is laid off except that employees who are laid off, for reasons not discreditable to them, will retain their unused accumulated sick leave credit provided they are reappointed within three (3) years from the date of the lay off.
- (g) VACATION LEAVE DONATION: Donation of Vacation leave time is allowed to benefit a sick employee. It shall be administered in accordance with the policy as adopted by the Common Council and set forth within the Employee Handbook.

10.6.6 ADMINISTRATION OF SICK LEAVE CREDITS: Supervisors shall ensure sick leave credit used by employees under their jurisdiction is properly and accurately submitted for accounting within the time-keeping system. The Director of Administration shall cause to be maintained a current record of each employee's sick leave credit accumulation and shall make appropriate monthly reports available to supervisors and employees.

10.6.7 SICK LEAVE ABUSE: Any employee fraudulently obtaining sick leave approval or any supervisor falsely certifying to sick leave approval for absence from work for unapprovable reasons, may be disciplined. Any employee exhibiting a pattern of excessive sick leave use, as determined by the City, which pattern can be established by consistent annual use of sick leave credits of more than 6 days without a valid medical reason, as reasonably determined by the City, may be disciplined. Any employee exhibiting a pattern of periodic or cyclical or event-based sick leave use, as reasonably determined by the City, may be disciplined.

- VIII. Consideration of a Change from a Good Friday Holiday to a Personal Day for Certain Non-Represented Employees and Elimination of the 5-year requirement for Personal Days (to standardize benefits for Non-Represented Employees)

Motion by Alderman Hasan and seconded by Member Richard to recommend approval of the change of Good Friday/Personal Holidays for non-represented employees as requested. Motion Carried: Ayes – All.

- IX. Consideration of a Change to the Sick Leave Benefits for Non-Represented Employees (including when the accrued benefit begins and when sick leave can be used)

Motion by Alderwoman Eichmann and seconded by Member Richard to recommend approval of the sick leave clarification that sick leave for non-represented employees is earned from the date of hire and can be used once it has been earned. Motion Carried: Ayes – All.

Motion by Member Prusko and seconded by Member Richard that sick leave can be used for family members within the household, but that the Personnel Committee would like language brought back to the Committee for language approval. Motion Carried: Ayes – All.

Motion by Alderwoman Eichmann and seconded by Member Richard to agree to treat non-represented non-management the same in regard to maximum sick leave accruals, as requested. Motion Carried: Ayes – All.

- X. Staffing Report

Info provided. No action needed.

- XI. Future Agenda Items

- XII. Next Meeting Date

The next regularly scheduled meeting is planned for October 20th, 2025.

- XIII. Adjournment

Motion by Member Richard and seconded by Member Prusko to adjourn the Personnel Committee meeting at 7:06 p.m. Motion carried: Ayes-All.

**CITY OF FRANKLIN
PERSONNEL COMMITTEE MEETING
FRANKLIN CITY HALL, COMMON COUNCIL CHAMBERS
9229 W. Loomis Road, Franklin, WI 53132
Monday, March 16, 2026 @ 6:00 p.m.**

MINUTES

- I. Call to Order, Roll Call, and Pledge of Allegiance: March 16, 2026, Personnel Committee Meeting was called to order at 6:00 p.m. by Chair Budny in the Common Council Chambers at City Hall. Members present were Chair Budny, Alderman Hasan, Alderwoman Eichmann, Members Prusko, Kenney, and Ireland. Member Zuberi joined at 6:04pm. Also, in attendance was Director of Administration Hersh. Human Resources Administrator Wieting.
- II. Citizen Comment Period: None
- III. Welcome New Human Resources Administrator Blake Wieting: Mr. Wieting introduced himself to the council. Informational item only; No action required.
- IV. Approval of the Minutes of December 2025: Motion by Alderman Yousef Hasan and seconded by Danelle Kenney to approve the minutes from 12/15/25 as submitted. Motion carried. Ayes: All. (Cathy Richard absent/excused)
- V. Review and Approve Draft Language for Sick Leave Changes in the Employee Handbook, as discussed at the 9/15/2025 meeting: Motion by Alderman Yousef Hasan and seconded by Alderwoman Michelle Eichman. Ayes: All
- VI. Approval of the Director of Health Updated Job Description & JAQ Rating: Motion by Danelle Kenney and seconded by Alderman Yousef Hasan. Ayes: Bundy, Prusko, Zuberi, and Ireland. Noes: Alderwoman Michelle Eichmann. This item was tabled for further review and discussion.
- VII. Organizational Structure: Motion by Yousef Hasan and seconded by Frank Prusko. Ayes: All. A break was taken from 7pm until 7:15pm. Mayor requested this item to be tabled.

Motion for Blake Wieting, HR Administrator, and Kelly Hersh, Director of Administration, to review current organizational structure within in our employee handbook and to bring this back to the group to discuss and to create two new binders for two of the members.

- VIII. Staffing Report: None

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/06/2021
REPORTS & RECOMMENDATIONS	Approval of an Employee Recruitment and Retention Tool Policy	ITEM NUMBER G.16X

Below is information relative to and a recommendation regarding the approval of a new 'Employee Recruitment and Retention Tool Policy'.

This item was considered by the Personnel Committee in March, May, and June of 2021, and recommended for approval on a 7-0 vote at the June 21, 2021 Meeting.

BACKGROUND

With the extremely tight job market, as well as a number of hard to hire positions, there is a need to have more tools available in recruiting and retaining employees. This type of an initiative is becoming more common in the public sector, and something that the City could really use to be more competitive in recruitment and retention efforts.

ANALYSIS

Staff, along with the Personnel Committee, has been exploring these initiatives for a number of months, including: talking with the departments that have been experiencing a challenge in recruiting quality candidates to determine the issues encountered, reviewing policies from other employers, and drafting options for the Personnel Committee's review.

While this policy does offer additional compensation and stipends with regard to recruiting employees, the goal is to spend the funds wisely by securing quality employees expediently, reducing overtime paid during vacancies, increasing productivity as employment transitions occur, and reducing the City's turnover costs and time of vacancies.

The tools in this policy require dual authorization to ensure that they are being prudently administered. If approved, the policy will be used judiciously, as needed; and the Personnel Committee will review the use periodically to ensure that it is administered reasonably.

RECOMMENDATION

Staff recommends that the Common Council approve the recommended Employee Recruitment and Retention Tool Policy.

COMMON COUNCIL ACTION REQUESTED

Motion to approve the Employee Recruitment and Retention Tool Policy.



DRAFT

Employee Recruitment and Retention Tool Policy

1 00 *POLICY PURPOSE*

The purpose of this policy is to identify and authorize specific tools and applicable procedures to be used in designated circumstances to attract and/or retain employees, especially in a hard to hire job market and/or for positions that are hard to hire

2.00 *ORGANIZATIONS AND PERSONS AFFECTED*

This policy applies to authorized positions in the City of Franklin as detailed herein

3 00 *REFERENCES*

None

4 00 *POLICY STATEMENT*

The City of Franklin recognizes the importance of maintaining staffing at required levels. As part of this, there are some positions, which when left unfilled, create a substantial issue in maintaining service levels. Therefore, it is the desire of the City to create a policy to provide tools to have available for those specific needs. In addition, the City recognizes the difficulty in attracting quality candidates for positions and desires to use its willing employees in the marketing efforts.

5.00 *DEFINITIONS*

To be completed as necessary

6.00 **REFERRAL BONUS – Employee Referral Program**

Offering a referral program to current City employees is a viable recruitment tool that may assist in attracting desirable candidates and subsequently employees. City employees are excellent conduits to desirable candidates as employees know exactly what the City is looking for and are able to tell the City's story better than an advertisement does. This type of marketing is a win-win since employees tend to refer those candidates that they themselves would like to work with.

- 6.01 If a person that has been referred for employment consideration by an existing employee has been hired by the City of Franklin, the employee may be eligible to receive a bonus up to \$1,000
- 6.02 The bonus breaks down as follows
 - A. Up to \$500 after the candidate is hired and serves three months of satisfactory employment.
 - B. Up to \$500 after the referred employee successfully completes his/her probation period
 - C. Amount of bonus will vary based on the difficulty to fill specific positions. The Director of Administration (DOA) will review positions regularly and maintain a schedule to administer the bonus. The DOA may give special consideration, in conjunction with the hiring Department Head, to adjusting the level of bonus allowed for special circumstances, prior to a specific position being posted.
- 6.03 To apply for the bonus, current, eligible employees must be named on the referred candidate's application for employment, and submit an application form to human resources. Submittal of the form shall occur no later than three (3) months after the referred employee's start date
- 6.04 Eligibility: All Franklin employees are eligible to participate in the Employee Referral Program, except: (1) Human Resources personnel and those with hiring authority over the referred candidates, and (2) temporary, seasonal, limited term, or former employees of the City
- 6.05 All referred candidates will be evaluated for employment consistent with the City's policies and procedures. Only those candidates who meet the essential qualifications for the position will be considered
- 6.06 Confidentiality: All information regarding the hiring decision will remain strictly confidential
- 6.07 Any disputes or interpretations of the program will be handled through the Department of Administration.

7.00 SIGN-ON BONUS

This recruitment tool will be used to assist in securing desirable candidates for hard to hire positions. This tool will be used sparingly, as needed, and each use shall be jointly authorized to ensure it is being prudently administered.

A sign-on bonus may be used as a final boost when a candidate is going back and forth whether to accept the position in hard to hire positions, it may be used when a candidate must purchase work-related items not included in existing compensation, or it may be used as a stipend in cases when relocation is needed.

- 7.01 This bonus will have up to two thresholds: one payment once the employment has begun, and the potential of another threshold after a probation has been successfully completed or at a reasonable amount of time in the future, up to two years after hire, to encourage some longevity. This ensures that the investment the City makes in a new employee is not misused.
- 7.02 The total amount of each bonus may vary, in amounts up to a maximum of \$2,500. It is expected that the maximum amount will be used extremely infrequently, and lower amounts will be used as needed.
- 7.03 All sign-on bonuses will be authorized jointly by the Director of Administration and the hiring Department Head.

8.00 ADVANCED NOTIFICATION OF VOLUNTARY SEPARATION STIPEND

This recruitment/retention tool will be used to incentivize employees, in certain positions, leaving City service to provide ample notice of departure, above what is required by City Policy, to allow the City to plan, recruit and secure replacement employees for positions that would be detrimental to the City if left open. For example, it may be a position for which a replacement needs to be in place, such as Police and Fire, causing overtime to occur due to the vacancy. Another example would be for positions that are only recruited for during certain times of the year, this may allow a department to plan in advance for the vacancy and secure a replacement in advance of the current employee vacating the position. Another example is a position in which a short-term replacement would only do the absolutely necessary duties, leaving critical duties left undone, causing operational issues in the organization. This scenario may include department head positions. And, the third example, related to the two examples above, is for positions in which it takes an extended period of time to hire, again considering police, fire, and supervisory and higher positions.

This tool will be used sparingly, only as needed, and each use shall be jointly authorized to ensure it is being prudently administered.

This stipend will have multiple thresholds depending on the position and the planning and operational needs of the City, with the stipend being paid, or a higher amount paid, if there is a valuable benefit to the City to do so

8 01 The threshold options are as follows

- A If a 150-day notice is provided, stipend up to \$2,500,
If a 90-day notice is provided, stipend up to \$2,000, and
If a 60-day notices is provided, stipend up to \$1,000

It is expected that the maximum amount will be used extremely infrequently, and lower amounts will be used as needed.

8 02 All stipends will be authorized jointly by the Director of Administration and the Mayor

Policy Review Period This Policy shall be reviewed at least every 3 years.
Established in 2021, next review no later than 2024

5/14 Original
Letter
was
modified
slightly

- | | | |
|---|-------|--|
| EMPLOYEE
RECRUITMENT AND
RETENTION | G.16. | Alderman Barber moved to approve the Employee Recruitment and Retention Tool Policy. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| RES. 2021-7749
POST EMPLOYMENT
BENEFIT
INVESTMENT POLICY | G.17. | Alderman Barber moved to approve Resolution No. 2021-7749, A RESOLUTION TO AMEND THE INVESTMENT POLICY STATEMENT FOR THE CITY OF FRANKLIN POST EMPLOYMENT BENEFITS TRUST. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| MAY 2021 MONTHLY
FINANCIAL REPORT | G.18. | Alderwoman Hanneman moved to receive and place on file the May 2021 Monthly Financial Report. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| LICENSES AND
PERMITS | H. | <p>Alderman Nelson moved to approve the following:</p> <p>Hold the 2021-2022 Operator License of: Jessica Hogan, for appearance; Brandon Hamilton-Smith for a complete record check; Heather Flores for appearance;</p> <p>Grant 2021-2022 Operator License to: Jonah Bertram, Terrance Cantwell, Madeline Gernhauser, Calvin Giese, Shelby Gilbert, Pamela Le Houillier, Julia Martinez, Ann Moehlenpah, Nicholas Nolte, Tyler Okrzesik, William Pengelly IV, Michelle Rocha, Jeffrey Terp, Hayley Toman, Katie Weiss, Michelle Blue, Barbara Davison, Dennis Fons, David Goehring, Gloria Grabarczyk, Miranda Peters;</p> <p>Grant Change of Agent to: Milwaukee Burger Company, Ralph Hornaday; Marcus Showtime Cinema, Dawn Majewski;</p> <p>Grant 2021-2022 Class B Beer and Class C Wine to: Lover Lane Buffet, Inc., Agent Jingduan Jiang, 6514 S. Lovers Lane Rd.;</p> <p>Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following: Franklin Lioness Club – St Martins Fair, St Martins Fair Permit, Temporary Class B Beer and Wine License, Operator's Permit, September 5, 6, 2021; and</p> <p>Grant Extraordinary Entertainment & Special Event License to: Victory of the Lamb, Samantha Goodger, 11120 W Loomis Rd., August 14, 2021, 5:30 pm to 9:00 pm.</p> <p>Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.</p> |

Employee Recruitment & Retention Tool Policy (2021)

Administrative Review: Policy Concerns & Recommended Discussion Items

The Employee Recruitment & Retention Tool Policy was approved in 2021 in response to an extremely competitive labor market and recruitment challenges.

Following administrative review, several portions of the policy warrant discussion and potential revision, particularly the “Advanced Notification of Voluntary Separation Stipend” (“ANS”) provision.

Key Policy Concerns

1. ANS Creates Significant Public Perception Concerns

The policy authorizes payments of up to:

- \$2,500 for 150-day notice,
- \$2,000 for 90-day notice, and
- \$1,000 for 60-day notice.

While intended to support operational continuity, the policy can reasonably be perceived by employees, elected officials, taxpayers, and the public as:

- Paying employees extra money simply to resign,
- Providing bonuses for employees leaving City service, or
- Creating unequal treatment among employees.

This creates reputational and transparency concerns, particularly in a public-sector environment.

2. Lack of Objective Eligibility Standards

The policy repeatedly references:

- “Certain positions,”
- “Hard to hire positions,”
- “Special circumstances,” and
- “Valuable benefit to the City,”

but does not establish:

- Objective eligibility criteria,
- Measurable operational thresholds,
- Required documentation, or
- Defined qualifying positions.

Employee Recruitment & Retention Tool Policy (2021)

Administrative Review: Policy Concerns & Recommended Discussion Items

This creates substantial administrative discretion and inconsistent application risk.

3. Equity & Fairness Concerns

The policy may create inequities between:

- Employees who provide standard notice,
- Employees in different departments,
- Represented versus non-represented employees, and
- Employees in positions not deemed “hard to hire.”

Employees performing equally important work may be treated differently without clearly established standards.

4. Potential Morale Concerns

The ANS provision may unintentionally create:

- Resentment among existing employees,
- Concerns regarding favoritism, and
- Perceptions that departing employees are rewarded while remaining employees receive no comparable recognition or incentive.

This is particularly problematic during periods of staffing stress or budget pressure.

5. Governance & Approval Concerns

The policy allows certain payments to be jointly authorized administratively by:

- The Director of Administration,
- The Mayor, and/or
- Department Heads.

However, the policy does not require:

- Personnel Committee review,
- Common Council notification,
- Reporting requirements,
- Annual summaries,
- Budgetary tracking, or
- Standardized documentation.

This creates governance and accountability concerns for public expenditure.

Employee Recruitment & Retention Tool Policy (2021)

Administrative Review: Policy Concerns & Recommended Discussion Items

6. Budget & Fiscal Control Concerns

The policy does not establish:

- Annual budget caps,
- Departmental limits,
- Funding source requirements, or
- Maximum annual program expenditures.

While each individual payment may appear modest, cumulative use over time could become difficult to monitor or justify without formal reporting requirements.

7. Sign-On Bonus Provisions Also Need Clarification

The sign-on bonus section authorizes payments up to \$2,500.

Although sign-on bonuses are more common and generally easier to justify operationally, the policy still lacks:

- Objective eligibility standards,
- Required labor market justification,
- Documentation requirements,
- Repayment/claw back provisions if employees leave quickly, and
- Formal approval/reporting requirements.

8. Referral Bonus Program Is the Least Problematic Portion

The employee referral bonus provisions are generally consistent with practices used by many employers.

However, even this section would benefit from:

- Clearer eligibility language,
- Standardized bonus schedules,
- Budget controls, and
- Annual reporting.

Policy Is Overdue for Review

This Policy shall be reviewed at least every 3 years. However, the policy has not undergone the required review process until now.

Employee Recruitment & Retention Tool Policy (2021)

Administrative Review: Policy Concerns & Recommended Discussion Items

Recommended Committee Discussion Items

Administration recommends that the Personnel Committee discuss whether to:

- Eliminate the Advanced Notification of Voluntary Separation (ANS) Stipend entirely;
- Suspend the policy pending revision;
- Retain only referral bonus provisions;
- Revise sign-on bonus provisions with tighter controls;
- Establish objective eligibility standards;
- Require formal documentation and reporting;
- Establish annual budget limitations;
- Require Personnel Committee or Common Council notification for use;
- Add repayment/claw back provisions where appropriate; and/or
- Incorporate recruitment incentives into broader compensation and workforce planning discussions instead of stand-alone discretionary stipends.

Administrative Recommendation

Administration believes the Advanced Notification of Voluntary Separation (ANS) Stipend section presents the greatest operational, governance, equity, and public perception concerns and warrants significant revision or elimination.

The referral bonus and limited sign-on bonus concepts may remain viable recruitment tools if revised with clearer standards, stronger oversight, and improved administrative controls.

Approved 7/20/2026

CITY OF FRANKLIN

PERSONNEL COMMITTEE MEETING

FRANKLIN CITY HALL, COMMON COUNCIL CHAMBERS

9229 W. Loomis Road, Franklin, WI 53132

Monday, May 18, 2026 @ 6:00 p.m.

Minutes

- I. Call to Order, Roll Call, and Pledge of Allegiance: May 18, 2026, Personnel Committee Meeting was called to order at 6:01 p.m. by Chair Budny in the Common Council Chambers at City Hall. Members present were Chair Budny, Alderwoman Eichmann, Alderwoman Kresovic, & Members Richard and Ireland. Also, in attendance was Director of Administration Hersh. Human Resources Administrator Wieting.
- II. Citizen Comment Period: Ellen Henry spoke about potential misunderstandings/misconceptions for Health Department position.
- III. Approval of the Minutes of March 2026: Motion by Member Richard and seconded by Alderwoman Eichmann to approve the minutes from 3/16/26 as submitted. Motion carried. Ayes: All (Frank Prusko excused).
- IV. Approval of the Open Records Clerk and Open Records Clerk/Accreditation Assistant Job Descriptions: Motion by Alderwoman Eichmann and seconded by Alderman Kresovic. Ayes: All. (Frank Prusko excused).
- V. Discussion Regarding Employee Recruitment and Retention Tool Policy: Motion to repeal by Alderwoman Kresovic and seconded by Member Ireland. Ayes: All (Frank Prusko excused).
- VI. Employee Handbook and Civil Service Operational Reporting Alignment Review.
- VII. Staffing Report: HR Administrator Wieting gave staffing update.
- VIII. Future Agenda Items: Org Chart, 360 evaluations, Personnel Committee duties
 - I. Next Scheduled Meeting Date: June 15th
 - II. Adjournment: Motion by Alderwoman Eichmann and seconded by Alderman Kresovic. Ayes: All. (Frank Prusko excused).

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2026
REPORTS AND RECOMMENDATIONS	Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER 9.14.

Existing cell towers communications facilities providers lease agreements for use of City and Franklin Water Utility properties in the City are at or approaching expirations terms, allowing for renewals or other forms of extensions thereof.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
REPORTS & RECOMMENDATIONS	CITY PERSONNEL COMPENSATION ALIGNMENT DISCUSSION. THE COMMON COUNCIL MAY ENTER CLOSED SESSION PURSUANT TO WIS. STAT. § 19.85(1)(C), CONSIDERING EMPLOYMENT, PROMOTION, COMPENSATION, OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNING BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY, AND TO RECONVENE IN OPEN SESSION AT THE SAME PLACE THEREAFTER TO ACT ON SUCH MATTERS DISCUSSED THEREIN AS IT DEEMS APPROPRIATE.	ITEM NUMBER 15. District: Citywide
<u>COUNCIL ACTION REQUESTED</u> A motion, with regard to City personnel compensation alignment, to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to consider approval of a related budget allocation as it deems appropriate.		

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/8/2026
REPORTS & RECOMMENDATIONS	City personnel compensation alignment discussion. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.	ITEM NUMBER X 25,
COUNCIL ACTION REQUESTED A motion, with regard to City personnel compensation alignment, to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to consider approval of a related budget allocation as it deems appropriate.		

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

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of August 4th, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of August 4th, 2026.



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
August 4, 2026 – 5:55 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2026-2027 New	Gloria Grabarczyk Franklin Lioness Lions Club			
Operator 2026-2027 New	Helen Kacmarynski Franklin Lioness Lions Club			
Operator 2026-2027 New	Elizabeth Karas Country Lanes Bowling Center			
Operator 2026-2027 New	Adam Kopp Tail Spin Pub & Pizza			
Operator 2026-2027 New	Lydia Lemanski Walgreens #15020			
Operator 2026-2027 New	Sharon Ryan Franklin Lioness Lions Club			
Operator 2026-2027 New	Lindsay Safranek Franklin Lioness Lions Club			
Operator 2026-2027 New	Amanda Smith Irish Cottage			
Operator 2026-2027 New	Pleng Xiong Mulligan's Irish Pub & Grill			

Temporary Class "B" Beer & "Class B" Wine	St Martin of Tours – Fall Harvest Festival Person in Charge: Jennifer Drzewiecki Location: St Martin of Tours Church 7963 S 116 th St, Franklin WI Date of Event: 11/14/26 - 5:00 pm to 10:00 pm			
Amendment to Public Grant Application for Franklin Health Department 2026 Events	Add Date for Franklin Health Department - Outdoor Movie Night Fee Waiver: Temporary Entertainment & Amusement License Date of the Event: August 18, 2026 Location: City Hall Lawn			
Temporary Entertainment & Amusement	Franklin Health Department Person in Charge: Megan Cramer Event: Outdoor Movie Night Location: City Hall Lawn Event Date: 8/18/26 Time: 5:00 PM to 9:00 PM			
Temporary Class "B" Beer And Temporary Entertainment & Amusement	VFW Post 10394: St. Martin's Labor Day Fair Person in Charge: Andrew Hushek Location: 11310 S Church St Dates of Event: 9/6/26 and 9/7/26			
Temporary "Class B" Beer	Franklin Lioness Lions Club: St. Martin's Labor Day Fair Person in Charge: Sharon Ryan Dates of Event: 9/6/26 & 9/7/26 Location: 11241 W St Martins Rd			
3.	Adjournment	Time:		

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated July 17, 2026 through July 30, 2026 Nos. 207807 through Nos. 207969 in the amount of \$ 2,581,554.76. Also included in this listing are EFT Nos. 6581 through EFT Nos. 6600, Library vouchers totaling \$ 29,948.13 and Water Utility vouchers totaling \$ 994,231.66.

Early release disbursements dated July 17, 2026 through July 29, 2026 in the amount of \$ 1,885,887.24 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of a property tax disbursement, EFT No. 599 dated July 27, 2026 in the amount of \$ 1,081.31. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated July 24, 2026 is \$ 496,638.50, previously estimated at \$ 501,000. Payroll deductions dated July 24, 2026 are \$ 585,042.87, previously estimated at \$ 588,000.

The estimated payroll for August 7, 2026 is \$ 484,000 with estimated deductions and matching payments of \$ 278,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of July 30, 2026 in the amount of \$ 2,581,554.76
- Payroll dated July 24, 2026 in the amount of \$ 496,638.50 and payments of the various payroll deductions in the amount of \$ 585,042.87 plus City matching payments and
- Estimated payroll dated August 7, 2026 in the amount of \$ 484,000 and payments of the various payroll deductions in the amount of \$ 278,000, plus City matching payments.

ROLL CALL VOTE NEEDED