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

**CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY JANUARY 20, 2026 AT 6:30 P.M.**

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of January 6, 2026.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Motion to Authorize the Director of Health and Human Services to Accept, Execute and Deliver the 2026 Division of Public Health Consolidated Contract to Continue Funding Health Department Grants.
 - (b) Temporary Street Closure Request in Conjunction with the June 6th, 2026 Franklin Bike Rodeo.
 - (c) New Housing Fee Report for 2025.
 - 2. A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes for Installation of a Water Transmission Main on S. Lovers Lane Road from a Point 1,900 Feet North of W. Saint Martins Road to a Point 1,500 Feet South of W. Drexel Avenue (Contract A) and Setting a Public Hearing Date for February 17, 2026, at 6:30 p.m.
 - 3. A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code and Section 66.0701 of the State Statutes for Installation of a Water Main on South Lovers Lane Road from West Saint Martins Road to a Point 1,900 Feet North of West Saint Martins Road (Contract C) and Setting the Public Hearing Date for February 17, 2026, at 6:30 p.m.

4. A Resolution Authorizing the City to Execute a Contract for Professional Services with Ruekert & Mielke, Inc. to Provide a Boundary Exhibit for TKN 982-9999-000 for a Do Not Exceed Fee of \$7,400.00.
5. Milwaukee Metropolitan Sewerage District and City of Franklin Agreement for Oak Creek Southwest Metropolitan Interceptor Sewer.
6. A Resolution Authorizing Certain Officials to Execute a Development Agreement with the Franklin School District and Franklin High School, Located at 8222 S. 51st Street (TKN 807-9999-001).
7. Franklin Senior Citizens, Inc. Program 2025 Year-End Update.
8. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund to Carryforward \$2,133.40 of Unused 2025 Appropriations for the Senior Citizen Travel Account.
9. Franklin Senior Citizens Travel Program 2025 Year-End Update and Request for Carryover of \$2,133.40 from the 2025 Budget to the 2026 Budget for Senior Citizens Travel Account 01-0521-5721.
10. Fire Chief to Provide an Update on Fire Department Facilities and Mold Remediation Project at Fire Station No 1.
11. Fire Department Request to Solicit Statements of Qualifications for a Fire Station Facility Review and Space Needs Analysis.
12. Parks Commission Proposal to Rename Ernie Lake Park in Honor of Tony Megna.
13. Authorization of the Professional Services Agreement between the City of Franklin and MCPR Marketing LLC (Mary Christine) for 2026 Communications Services, Including the Attached 2026 Communications Plan, in an Amount Not to Exceed \$25,000, and Authorize Execution of the Agreement.
14. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund to Transfer \$25,000 of Contingency Appropriations to Administration Professional Services for a Public Relations Contract.
15. *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman*; Milwaukee County Circuit Court Case No. 24-CV-7479 and Tax Incremental District No. 5 Development Agreement-2024 Shortfall Payment. The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(g), to Confer with Legal Counsel for the Common Council who is Rendering Advice Concerning Strategy to be Adopted by the Body with Respect to the Subject Litigation, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

H. Licenses and Permits: License Committee Meeting of January 20, 2026.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

Common Council Meeting Agenda

January 20, 2026

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

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

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

REMINDERS:

January 22	Plan Commission	6:00 p.m.
February 3	Common Council	6:30 p.m.
February 5	Plan Commission	6:00 p.m.
February 17	Spring Primary Election	7:00 a.m.-8:00p.m.
February 18	Common Council	6:30 p.m.
February 19	Plan Commission	6:00 p.m.

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 6, 2026
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on January 6, 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 Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Salous and Alderman Craig. Alderwoman Day was excused. Also, in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:32 p.m. and was closed at 6:47 p.m.

MINUTES
DECEMBER 16, 2025

C.1. Alderman Hasan moved to approve the minutes of the Common Council meeting of December 16, 2025, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

MINUTES
DECEMBER 18, 2025

C.2. Alderman Hasan moved to approve the minutes of the Common Council meeting of December 18, 2025, as presented. Seconded by Alderwoman Eichmann. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan and Alderman Salous voted Aye; Alderman Craig abstained. Motion carried.

MAYORAL
APPOINTMENTS

E. Alderwoman Eichmann moved to approve the following Mayoral Appointments:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 – Tourism Commission for a 1-year term expiring 12/31/2026.
2. Barbara Wesener, 7479 Carter Circle S., Ald. Dist. 5 – Tourism Commission for a 1-year term expiring 12/31/2026.
3. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 – Tourism Commission for a 1-year term expiring 12/31/2026.
4. Jeffrey Kuderski, 8135 W. High St., Ald. Dist. 1 – Tourism Commission for a 1-year term expiring 12/31/2026.
5. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 – Tourism Commission for a 1-year term expiring 12/31/2026.
6. Aaron Smak, 6811 S. 51st St., Ald. Dist. 5 – Technology Commission for a 3-year unexpired term expiring 04/30/2027.

Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

RES. NO. 2026-8417
CHANGE ORDER NO. 2
FOR TERRACON

G.1. Alderman Hasan moved to adopt Resolution No. 2026-8417, A RESOLUTION TO ISSUE CHANGE ORDER NO. 2 FOR ADDITIONAL GEOTECHNICAL SERVICES TO TERRACON

CONSULTANTS, INC. IN THE DO NOT EXCEED AMOUNT OF \$13,700.00. Seconded by Alderman Salous. All voted Aye; motion carried.

SEWER AND WATER SURVEY – S 76TH ST, W RYAN RD, W PARK CIRCLE WAY

W DREXEL AVE ROAD RECONSTRUCTION PROJECT

DEVELOPMENT AGREEMENT WITH FRANKLIN SCHOOL DISTRICT

TENTATIVE AGREEMENT WITH FRANKLIN PROFESSIONAL POLICE OFFICERS ASSOCIATION

RES. NO. 2026-8418
JSA ENVIRONMENTAL, INC. AGREEMENT

FUTURE DISTRIBUTION OPTIONS FOR CITY NEWSLETTER

CLOSED SESSION
TAX INCREMENTAL DISTRICT 10
DEVELOPMENT AGREEMENTS WITH

G.2.

Alderwoman Eichmann moved to direct staff to survey the property owners and return to Common Council with the results. Seconded by Alderman Craig. All voted Aye; motion carried.

G.3.

Alderwoman Eichmann moved to table to the February 3, 2026 Common Council meeting. Seconded by Alderman Salous. All voted Aye; motion carried.

G.4.

Alderwoman Eichmann moved to table to the January 20, 2026 Common Council meeting. Seconded by Alderman Salous. All voted Aye; motion carried.

G.5.

This item was already approved on July 15, 2025 Common Council meeting.

G.6.

Alderman Hasan moved to adopt Resolution No. 2026-8418, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2026, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Craig. All voted Aye; motion carried.

G.7.

Alderwoman Eichmann moved approve Option 2 and direction from the Director of Administration that upon determination of the number of newsletters to be printed that survey of available and willing printing companies and the costs therefor be obtained and returned to the council. Seconded by Alderman Salous. All voted Aye; motion carried.

G.8.

Alderwoman Eichmann moved to enter closed session at 7:27 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to consider Tax Incremental District 10 [creation thereof in process] Development agreements between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development

LXL PG APARTMENTS
LLC

to be named Poth's General, for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan and Alderman Salous voted Aye; Alderman Craig voted No. Motion carried.

Mayor Nelson called a recess at 7:27 p.m.
Mayor Nelson reconvened at 7:35 p.m.

Upon reentering open session at 8:58 p.m., no action taken.

RES. NO. 2026-8419
DEVELOPMENT
AGREEMENT WITH LXL
PG APARTMENTS

G.9.

Alderwoman Eichmann moved to adopt Resolution No. 2026-8419, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO 10 [creation thereof in process] DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND LXL PG APARTMENTS, LLC (DEVELOPER) FOR REDEVELOPMENT OF THE ORCHARD VIEW SHOPPING CENTER AT 7166 S. 76TH STREET AND A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND LXL PG COMMERCIAL, LLC (DEVELOPER) FOR REDEVELOPMENT OF THE ORCHARD VIEW SHOPPING CENTER AT 7166 S. 76TH STREET, SUCH POTENTIAL DEVELOPMENTS TO BE NAMED POTHS GENERAL (PROJECT), subject to adding "subject to Tax Incremental District No 10 creation and existence for funding under the law", recognizing that in the draft redevelopment agreement provision that covers that, and add it to the Resolution "NOW THEREFORE BE IT RESOLVED" and "BE IT FURTHER RESOLVED" provisions approving the agreements, and the "BE IT FURTHER RESOLVED" provision for the execution of the agreements by the Mayor, Director of Finance and Treasury and City Clerk. Also, to authorize and accept changes to the agreements as prepared by City Staff. Seconded by Alderman Hasan. On roll all Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli vote Aye. Alderman Craig and Alderman Salous voted No. Motion carried.

CLOSED SESSION
*FRANKLIN PUBLIC
SCHOOLS, ET AL. V. CITY
OF FRANKLIN COMMON
COUNCIL, ET AL.*

G.10.

Alderwoman Eichmann moved to enter closed session at 9:02 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such

matters discussed therein as it deems appropriate. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:48 p.m., Alderman Craig moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of January 6, 2026:

Grant 2025-26 New Operator License upon Appearance to Jazzmine Morin-Muthig;

Grant 2025-26 New Operator License to: Ji Youn Cindy Kim, Richard Rehberg, & John Bergner;

Grant Class B Combination License to Tail Spin LLC, DBA Tail Spin Pub & Pizza, Jennifer Halverson, Agent, 8330 W Puetz Rd;

Grant Class A Combination Change of Agent 2025-26 to Walgreens #15020, Walgreen Co, Louis Olinger, Agent, 7130 S 76th St; and

Grant Temporary Entertainment & Amusement and Temporary Class "B" Beer & Temporary "Class B" Wine Retailer's to: St Martin of Tours Church, Francis Vu Tran, Vietnamese New Year,

7963 S 116th St, 2/22/26; Franklin Civic Celebration Committee, John Bergner, Independence Celebration, City Hall-9229 W Loomis Rd, 7/2-7/5/26.

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

VOUCHERS AND
PAYROLL

I. Alderman Hasan moved to approve City vouchers with an ending date of January 1, 2026 in the amount of \$1,762,990.71, and payroll dated December 26, 2025 in the amount of \$468,300.50 and payments of the various payroll deductions in the amount of \$525,402.77 plus City matching payments, and estimated payroll dated January 9, 2026 in the amount of \$512,000 and payments of the various payroll deductions in the amount of \$306,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:51 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/20/2026
Reports and Recommendations	Motion to authorize the Director of Health and Human Services to accept, execute and deliver the 2026 Division of Public Health Consolidated Contract to continue funding health department grants.	ITEM NUMBER G.1.(a)

Background: The Wisconsin Division of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants that run from January 1, 2026 through December 31, 2026:

- Childhood Lead Grant: \$1,263
- Maternal Child Health: \$7606

These grants assist the FHD in offering additional programming and services to residents based upon analysis and assessment of community needs in addition to the services required of the department by State and Municipal codes. In 2026, the focus of the aforementioned grants includes: 1. Provide services which support the elimination of childhood lead poisoning and 2. Collaborate with community partners to improve maternal child health in the community.

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 contract has been sent to the City of Franklin legal counsel for review and approved for signature pending the Common Council's approval.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to authorize the acceptance, execution and delivery of the 2026 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.

Wisconsin Department of Health Services Contract Centralization Legal Review

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

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:

This document contains language previously reviewed and approved by OLC for the DPH Consolidated Contract (Section 11 updated to reflect mutual responsibility, Section 24 A Final report date to reflect different final report dates for different profile periods, Match).

Additionally, this document contains the upcoming changes to the DHS Base including the following deletions:

Section 8.G; WCAG language now incorporated as separate section
All of Section 9 (Affirmative Action) except the opening paragraph

and the following additions:

Section 11. Web Content Accessibility Guidelines
Section 13. Security of Premises, Equipment, Data and Personnel

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.

Signed by:

Amanda Ross

Name: Amanda Ross

Title: Paralegal

12/15/2025

Date Signed



GRANT AGREEMENT
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

Agreement Amount: \$8,869

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

GEARS Pre-Packet No: 1431

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Lauren Gottlieb

Grantee Email: LLube@franklinwi.gov

Grantee Unique Entity Identifier (UEI) Name:

Grantee Unique Entity Identifier (UEI) Number:

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

State of Wisconsin

Department of Health Services

Authorized Representative

Name

Title

Signature

Date

Grantee

Entity Name

Authorized Representative

Name

Lauren Gottlieb

Title

Director of Health and Human Services

Signature

Date

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1. DEFINITIONS

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

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

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

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

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

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

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

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

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

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

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

2. ORDER OF PRECEDENCE

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

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

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 201 E. Washington Ave., P.O. Box 7850, Madison, Wisconsin 53707-7850.

B. The Grantee is: Franklin HD
The Grantee's principal business address is: 9229 W LOOMIS RD, FRANKLIN, WI, 531329728

4. PURPOSE AND SCOPE

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

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

4.1 List of Exhibits

- Exhibit 1: MCH Program Parameters
- Exhibit 2: Scopes of Work
- Exhibit 3: 2026 Maternal Child Health Budget

5. CONTACT INFORMATION

DHS Grant Administrator

Grant Administrator Name: **Anna Benton**
Email: **DHSGACMail@dhs.wisconsin.gov**

Grantee Grant Administrator

Grant Administrator Name: **Ms Lauren Gottlieb**
Email: **LLube@franklinwi.gov**

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

6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5th of the month. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a GEARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. Unless otherwise defined in the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
- E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule (<https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm>) and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

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

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2 subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

9. AFFIRMATIVE ACTION

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

10. CIVIL RIGHTS COMPLIANCE

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

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 Subgrantee 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.

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

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
201 E. Washington Ave., Room E200B
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

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

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
201 E. Washington Ave., Room A200
P.O. Box 7850
Madison, WI 53707-7850
dhscontractcompliance@dhs.wisconsin.gov

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

11. WEB CONTENT ACCESSIBILITY GUIDELINES

Grantee shall comply with the Americans with Disabilities Act (ADA) in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 ("WCAG 2.1"), at conformance levels A and AA for all Products and Services provided under the Grant Agreement.

If during the Grant Agreement, the Grantee fails to maintain compliance with WCAG 2.1 A and AA, or the State of Wisconsin identifies an accessibility barrier in the product or service that renders it inaccessible or unusable to people with disabilities, the State of Wisconsin shall notify the Grantee of non-compliance. If conformance is not reached within 30 days of the Grantee receiving the notification of non-compliance ("Notice"), the Grantee and the State of Wisconsin shall meet and mutually agree upon an appropriate timeline for resolution of the accessibility barrier(s). Should Grantee: (i) fail to acknowledge receipt of the notice within 30 days of receipt of the Notice, or (ii) fail to materially resolve the accessibility barrier(s) within the agreed-upon timeline, Grantee agrees to indemnify and hold harmless the State of Wisconsin from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements throughout the Grant Agreement term may be grounds for cancellation of the Grant Agreement by the State of Wisconsin.

The State of Wisconsin may also require the Grantee to provide an Accessibility Conformance Report (ACR) or Voluntary Product Accessibility Template (VPAT) upon request to demonstrate compliance with this requirement.

12. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

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

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 20 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential

Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

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

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

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* To the extent authorized under State and Federal Laws, the parties agree that they each shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their own employees, officers, subcontractors, or agents.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA:* The Grantee IS NOT a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

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

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

This Section shall survive the termination of the Agreement.

13. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL

During the performance of Services under this Grant Agreement, the Grantee may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State. The Grantee shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the instruction of the State. Grantee shall ensure personnel with access to the State's IT Resources comply with the State's Acceptable Technology Use, Access and Security Policy.

The Grantee shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Grantee, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.

14. 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.

15. SUBGRANT or SUBCONTRACT

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

16. GENERAL PROVISIONS

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

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

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

17. ACCOUNTING REQUIREMENTS

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

18. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

19. PROPERTY MANAGEMENT REQUIREMENTS

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

20. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and

other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
- DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:

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

*NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date:* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the

funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

H. *Access to Auditor's Work Papers:* The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. *Failure to Comply with the Audit Requirements:* DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

1. The auditee did not have an audit.
2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
3. Disallowing the cost of audits that do not meet these standards;
4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the auditee; and/or
8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.

K. *Closeout Audits:* An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

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

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

21. OTHER ASSURANCES

A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.

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

22. RECORDS

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

23. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 1. Increased or decreased volume of services.
 2. Changes required by state and federal law or regulations or court action.
 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *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.
- D. *Termination for Cause:* DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience:* Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event,

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

F. *Cancellation:* DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:

1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
3. Makes an assignment for the benefit of creditors;
4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
5. Incurs a delinquent Wisconsin tax liability;
6. Fails to submit a non-discrimination or affirmative action plan as required herein;
7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
8. Becomes a federally debarred Grantee;
9. Is excluded from federal procurement and non-procurement Agreements;
10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

24. NONCOMPLIANCE AND REMEDIAL MEASURES

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

25. DISPUTE RESOLUTION

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

- A. *Informal Review:* DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.

- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

26. FINAL REPORT DATE

- A. The due date of the final fiscal reports shall be 45 days after the funding ends per the appropriate profile. Expenses incurred during the profile performance period but reported later than 45 days after the funding ends per the appropriate profile will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur. Please reference the GEARS information box for specified profile performance period end dates.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

27. INDEMNITY

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

28. CONDITIONS OF THE PARTIES' OBLIGATIONS

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

29. GOVERNING LAW

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

30. SEVERABILITY

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

31. ASSIGNMENT

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

32. ANTI-LOBBYING ACT

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

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

33. DEBARMENT OR SUSPENSION

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

34. DRUG FREE WORKPLACE

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

35. MULTIPLE ORIGINALS

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

36. CAPTIONS

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

37. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

- A. Match Requirements:
Local MCH/CYSHCN Match

Federal regulations require that U.S. states and jurisdictions that receive the Title V Maternal and Child Health (MCH) Services Block Grant to provide 75% match. In order for Wisconsin to collect this match amount, local organizations are required to provide local match in an amount not less than 60% of the requested grant funds. Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement.

- Local match is funding, resources, contributions, provided by the local agency, to further the objectives of the MCH Program, outside of the MCH grant funds.
- Program costs, including match is generally considered eligible if it is budgeted for, complies with Federal regulations, and if it is not charged against any other grant. Match may consist of cash match and in-kind

donations. An organization may not claim as match any costs used to match any other federal grant, award, or contract. No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program.

- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project. For example, the local share of staff costs related to the project, and the value of supplies purchased with local funds and used in the project, may be used as match.
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly related to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Grantees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 60% local match (\$0.60 local contribution for every \$1.00 federal), including program income. Grantees report through the GEARS system on the DHS/DES F-00642 Grant Enrollment, Application and Reporting System (GEARS) Expenditure Report form. In the current net expense column, use profile 193002 for reporting MCH match and profile 193001 for reporting CYSHCN match. The original DHS/DES F-00642 form is e-mailed to GEARS (dhs600rcars@wi.gov) with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

Reference: Public Health Service (PHS) Grants Policy Statement, U.S. DHHS, 1/1,2007

38. NULL AND VOID

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

39. FUNDING CONTROLS

Funding Control	Explanation
0-month	Payments through Jun 30 of the contract year are limited to 0/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
1-month	Payments through Jun 30 of the contract year are limited to 1/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
2-month	Payments through Jun 30 of the contract year are limited to 2/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
7-month	Payments through Jun 30 of the contract year are limited to 7/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
8-month	Payments through Jun 30 of the contract year are limited to 8/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.

40. FEDERAL AWARD INFORMATION

DHS Profile Number	159320
FAIN	B0454585
Federal Award Date	8/27/2025
Subaward period of Performance Start Date	1/1/2026
Subaward period of Performance End Date	12/31/2026
Amount of Federal Funds obligated in the subaward	\$7,606
Amount of Federal Funds obligated	\$7,606
Federal Award Project Description	Maternal and Child Health Services
Federal Awarding Agency Name (Department)	DHHS
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.994
Assistance Listings Name	Maternal and Child Health Services Block Grant to the States
Total made available under each Federal award at the time of disbursement	\$11,259,584
R&D?	No
Indirect Cost Rate	6.7%

41. GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:	
472787	Franklin HD	60	1/1/2026	12/31/2026	\$8,869	
Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
159320	CONS CONTRACTS MCH		-	\$7,606	\$7,606	N/A
157720	CONS CONTRACTS CHHD LD		-	\$1,263	\$1,263	6-month
					\$8,869	

¹ See "Funding Controls."

2026 Title V Maternal Child Health Program Parameters

The Title V Maternal and Child Health (MCH) Services Block Grant creates federal-state-local partnerships to develop state and local systems to meet the critical challenges facing women, children, youth, families, children and youth with special health care needs (CYSHCN) and communities. Local and Tribal health agencies (LTHA) are encouraged to work with community and state partners to achieve common program goals as well as to assure coordination with all the CYSHCN programs that serve children and youth with special health care needs (i.e., the Resource Centers for CYSHCN and others) as appropriate. States must use at least 30% of Title V Block Grant funds for preventive and primary care programs serving children; and 30% to support programs for CYSHCN.

Target Populations

The populations to be served are all infants, children, and youth, including children and youth with special health care needs, and people who are pregnant and their families, with a special focus on those at risk for poor health outcomes.

State MCH Priorities and Performance Measures

Title V priority needs for 2026-2030 were identified in the most recent comprehensive statewide needs assessment:

- All women experience the safe and stable supports they need to live and thrive from preconception through 12 months postpartum. All women of reproductive age have nearby and affordable contraceptive care options and have safe, positive sexual experiences.
- All infants experience the safe and stable supports they need to live and thrive starting from birth to celebrating their first birthday.
- All children and their families experience timely, nearby, uncomplicated, coordinated care and supports to live and thrive.
- All adolescents have the reliable, timely, nearby mental health supports that they need, and are free from the harms of untreated mental health conditions.
- All children and youth with special health care needs and their families experience timely, nearby, uncomplicated, coordinated supports to live and thrive.
- All families experience emotional and physical safety in their communities, are free from discrimination, and have the social support they need.
- All families have enough food and adequate nutrition to live and thrive.

Maternal Child Health (MCH) Program Parameters: Required Activities

Local and Tribal health agencies (LTHAs) receive Title V (MCH) funds to implement projects that address select Title V priorities. The objectives available to agencies help measure and accomplish the Title V MCH program's overall goals related to adolescent mental health, child development, high quality perinatal care, and infant mortality. LTHAs should use local community health assessments, surveillance data, and other data sources to assist with strategy selection, systematic program planning, and policy development to implement and evaluate each selected strategy.

See the "2026 MCH Template Objectives" document with specific strategies for each objective, *found on the [Division of Public Health Grants and Contracting \(GAC\) System page](#) under "2026 Program Information", Maternal and Child Health (MCH)" section.*

Required activities across all MCH objectives include:

1. Implement and evaluate the selected objective activities agency described in the 2026 MCH Objective Supplement.
2. Collaborate with community partners to promote selected objective(s) throughout the community.
3. Participate in all Learning Community Calls to support progress on selected objective(s).
4. Involve community members in activity planning and ensure engagement throughout the year.
5. Host a site visit to allow your contract administrator to offer technical support, build collaborative relationships, and collect data for program enhancement.
6. Well Badger Resource Center
 - Confirm agency is listed and information is up to date in the Well Badger Resource Center searchable directory found at www.wellbadger.org.
 - Promote the Well Badger Resource Center using their tools for professionals and partners. For example:
 - i. Print and/or order Well Badger Resource Center materials, such as flyers and posters, and display in areas where clients are served.
 - ii. Include the Well Badger Resource Center phone number and email on agency's voicemail for clients calling outside normal business hours.
 1. Call: 1-800-642-7837 or Text: 608-360-9328
 2. Email: help@wellbadger.org
 - iii. Incorporate the Well Badger Resource Center social media posts and/or newsletter messages into agency's communication methods.
7. Submit data on objective and activity progress, successes, barriers, and outcomes at the frequency and manner as directed by the Title V MCH program.
8. Utilize data and prevention recommendations from local Fetal Infant Mortality Review (FIMR) and Child Death Review (CDR) teams to inform and align the work of selected MCH objective(s), when applicable. *This does not apply to agencies that do not have a local FIMR or CDR team.*
9. Request technical assistance as needed from agency's assigned MCH contract administrator.
10. All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: *"Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."*
11. Submit a 2026 budget to agency's assigned MCH contract administrator using the Title V budget template available on the Division of Public Health Grants and Contracting (GAC) System page under the 2026 Maternal and Child Health (MCH) section.
 - All future budget changes must be approved by agency's assigned MCH contract administrator. Changes across budget categories of 25% or more (cumulative over the contract year) will need additional approval.
12. Expense & Match Reporting:
 - Agencies receiving federal funds must provide 60% match for all Title V MCH Block grant funds. Agencies that do not meet their MCH match requirement may be subject to repayment of grant funds. Tribal Agencies are not required to report match for Title V MCH annual funding.
 - Expenses and match should be reported monthly using the GEARS Expenditure report available [here](#).
 - Agencies should use profile ID #159320 for Title V MCH expenses (unless directed otherwise) and profile ID #193002 for Title V MCH match.
 - Agencies should copy their MCH contract administrators on all expense and match submissions.



Wisconsin Department of Health Services

Division of Public Health

for

Childhood Lead Poisoning Prevention

I. SCOPE OF WORK (GRANT VIA GEARS)

A. OVERVIEW

Program:	Childhood Lead
Profile(s):	157720
Period of Performance:	01/01/2026 – 12/31/2026
GEARS Contract Year:	2026

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 protect children from lead poisoning and its harmful effects. Children most at risk include those 0 – 5 year of age who meet one or more of the following criteria:

- live in high-risk neighborhoods,
- live, or spend significant time, in a house built before 1950.
- live in a house built before 1978 with recent or ongoing renovations
- are enrolled in the Medicaid or WIC program,
- have a sibling or playmate with lead poisoning.

The ultimate goal is to eliminate childhood lead poisoning in Wisconsin. We can accomplish this by slowly lowering the intervention threshold and continuing to work towards primary prevention



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

where a child never becomes poisoned.

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.
- Documentation in HHLPPSS. Refer to the [Childhood Blood Lead Level Case Management Guidelines](#)
- 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

DHSLeadPoisoningPrevention@dhs.wisconsin.gov if there are any changes in contact information within ten (10) business days.

1. TABLE 1: DPH CONTACT AND ROLE

Name and Contact Information	Role
General Inbox	
DHSLeadPoisoningPrevention@dhs.wisconsin.gov	Program Contact
Kimberly Schneider	
Kimberly.schneider@dhs.wisconsin.gov	Contract Manager
Jessica Maloney	
Jessica.Maloney@dhs.wisconsin.gov	Fiscal Contact



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 **2nd week** of the month via email to the GEARS Unit (dhs600RCars@dhs.wisconsin.gov) with a copy to the DHS program staff (DHSLeadPoisoningPrevention@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 **12/31/2026**

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

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

Annual reports are required to be submitted by the first business day of February following the end of the contract cycle. Grantee will be provided a report form from the DHS program area.

Documentation in HHPSS will be used as your reporting requirements and should be completed within 2 weeks of each event. Required documentation is outlined below in Additional Information and/or Requirements.

Direct all questions regarding reports to the DHS program area (DHSLeadPoisoningPrevention@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.

G. UNALLOWABLE COSTS

Any services provided that are reimbursable by Medicaid are not allowed to be billed to the contract.

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

Contractee must pursue third party payment and/or other funding sources for service provision to children who are eligible for third party payment. This includes billing Medicaid fee-for-service or the appropriate managed care organization for blood lead testing of Medicaid-enrolled children. This also includes billing Medicaid for nurse home visits and environmental investigations for children with blood lead levels $\geq 3.5 \mu\text{g/dL}$.

H. BUDGET MANAGEMENT

Cost deviation or change from approved budget categories, or the addition of a new category, 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 (DHSLeadPoisoningPrevention@dhs.wisconsin.gov).

I. ADDITIONAL INFORMATION AND/OR REQUIREMENTS

Contractee must deliver public health services to residents by qualified health professionals in a manner that is family centered, unbiased, culturally appropriate, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.

Contractees must provide services that support the elimination of childhood lead poisoning and the early detection and treatment of children with lead poisoning including compliance with:

- WI Statute and Administrative Rules:
 - WI Stat 254 (Environmental Health, <http://docs.legis.wi.gov/statutes/statutes/254.pdf>),
 - WI Admin Rule DHS 181 (Reporting of Blood Lead Test Results, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf),
 - WI Admin Rule DHS 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf), and
 - WI Admin Rule DHS 157 (Radiation Protection, https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/157), as well as
- Practice standards presented in:
 - CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021) <https://www.cdc.gov/lead-prevention/hcp/clinical-guidance/index.html>
 - Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention* (https://www.cdc.gov/lead-prevention/about/index.html?CDC_AAref_Val=https://www.cdc.gov/nceh/lead/documents/final_document_030712.pdf, CDC, January 4, 2012),
 - Wisconsin Childhood Lead Poisoning Prevention and Control Handbook (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Handbook tab; rev. 2024), and
 - U.S. Dept of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. (2012 Edition; https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).

Additionally, contractees may borrow equipment from the DHS program area to help them complete their work under this contract. Contractees are responsible for the equipment while it is



in their possession, including:

- HEPA vacuums: Contractee may borrow HEPA vacuums from the DHS program area, for use by families of lead poisoned children, to reduce dust in homes. Contractee ensures the vacuum is cleaned before returning it to the DHS program area.
- XRF devices: If the contractee requests to borrow an XRF device from the DHS program area to conduct the lead investigation, the contractee will be responsible for the device during the time it is in their possession, including following all requirements for the transfer, storage and use of the device per WI Admin Rule DHS 157 and the DHS program area as outlined in the handbook. Contractee must return XRF devices to the DHS program area within 21 days of borrowing.

Contractee must document the use of any loaned equipment in their annual report to the DHS program area.

J. PROJECT DELIVERABLES

Option 2: Increase blood lead testing, nursing case management for a confirmed blood lead level of 15 µg/dL or greater, and provide environmental investigation for a venous blood lead level of 15 µg/dL or greater.

Blood Lead Testing

Deliverable: Contractee will work to ensure children are tested according to the Wisconsin Blood Lead Testing Recommendations. Including:

- Monitoring blood lead testing percentages in the current jurisdiction for 1 year olds, 2 year olds, and 3 – 5 years olds not previously tested.
- Ensuring children with a capillary blood lead level greater than or equal to the blood lead reference value receive a confirmatory test within 90 days. Preferably a venous draw.

Tasks:

- Send letters to families with education and reminders for confirmatory blood draws.
- Call families and/or providers to encourage confirmatory blood draws.
- Provide 2by2 campaign materials to clinics and providers.

Nursing Case Management

Deliverable: Provide case management services to children with a blood lead level of 15 µg/dL or greater.

Tasks: For any child with a blood lead level greater than or equal to 15 µg/dL each of the following will be completed within 2 weeks of notification and documented in HLPSS:

- A nurse home visit
- Documented developmental assessment (completed by LHD or child's provider)
- Fill in the Nursing Case Management Report (F-44771A) and upload into patient attachments in HHLPPS



- If anything cannot be completed within 2 weeks a note must be entered into HHPSS to explain the delay
- Complete and upload the Nursing Case Closure Report (F-44771B) once the child has meet closure criteria

Environmental Investigation

Deliverable: Provide environmental investigations on properties of children with a blood lead level of 15 $\mu\text{g}/\text{dL}$ or greater.

Tasks: Follow statute 254.164 by completing an environmental investigation for any child with a blood lead level at or above 15 $\mu\text{g}/\text{dL}$. Each of the following will be completed and documented in HLPSS within the specified timelines:

- Environmental investigation at the child's primary residence and all secondary properties within 24 hours – 2 weeks, depending on the blood lead level. (See Childhood Blood Lead Level Case Management Guidelines Table E for timeframes)
- Property Investigation Report (F-44771C) and Risk Assessment Report completed and uploaded into HHPSS within 2 weeks of receiving test results from the lab related to the environmental investigation.
- Clearance Report and Property Investigation Closure Report (F-44771D) completed and uploaded into HHPSS within 2 weeks of receiving the clearance test results from the lab related to the environmental investigation.

Wisconsin Department of Health Services
Division of Public Health
for

Wisconsin Title V Maternal and Child Health Block Grant Program

SCOPE OF WORK (GRANT VIA GEARNS)

A. OVERVIEW

Program	Wisconsin Title V Maternal and Child Health Block Grant Program
Profile ID	159320
Match Profile ID	193002
Period of Performance	01/01/2026-12/31/2026
GEARNS Contract Year	2026
Grantee Name	Franklin Health Dept.
GEARNS Agency Number	472787
Agreement Amount	\$7,606.00
Required Match Amount	\$4,563.60

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.

B. BACKGROUND 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 implement and evaluate the selected objective activities described in the 2026 MCH Objective Supplement.

Adolescent Mental Health
Developmental Screening
By December 31, 2026, the agency, in collaboration with community partners, will improve rates of developmental screening in their community.
Increase community awareness of age-appropriate developmental milestones, the importance of developmental monitoring and screening, and opportunities available for screening, referral, and other resources for families.
Infant Mortality Prevention
Perinatal Mental Health

Additionally, the grantee is responsible for the following activities:

- Collaborate with community partners to promote selected objective(s) throughout the community.
- Participate in all Learning Community Calls to support progress on selected objective(s).
- Involve community members in activity planning and ensure engagement throughout the year.

- Host a site visit to allow your MCH contract administrator to offer technical support, build collaborative relationships, and collect data for program enhancement.
- Well Badger Resource Center
 - Confirm grantee is listed and information is up to date in the Well Badger Resource Center searchable directory found at www.wellbadger.org.
 - Promote the Well Badger Resource Center using their tools for professionals and partners. For example:
 - Print and/or order Well Badger Resource Center materials, such as flyers and posters, and display in areas where clients are served.
 - Include the Well Badger Resource Center phone number and email on grantee's voicemail for clients calling outside normal business hours.
 - Call: 1-800-642-7837 or Text: 608-360-9328
 - Email: help@wellbadger.org
 - Incorporate the Well Badger Resource Center social media posts and/or newsletter messages into grantee's communication methods.
 - Submit data on objective and activity progress, successes, barriers, and outcomes at the frequency and manner as directed by the Title V MCH program.
 - Utilize data and prevention recommendations from local Fetal Infant Mortality Review (FIMR) and Child Death Review (CDR) teams to inform and align the work of selected MCH objective(s), when applicable. This does not apply to agencies that do not have a local FIMR or CDR team.
 - Request technical assistance as needed from grantee's assigned MCH contract administrator.

C. COMMUNICATIONS

It is the responsibility of the Grantee to provide this Scope of Work document to appropriate grantee 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 monthly GEARs expense reports.

Additional Grantee expectations regarding communication:

- Grantee will ensure program expenses are allowed by DHS and meet Office of Management and Budget guidelines.
- Grantee will contact the DHS contract administrator with requests for any changes to scope of work or budget.
- Grantee will provide quarterly updates on contract activities, including all measurements listed in this document, in the format agreed upon with the DHS contract administrator.
- Grantee will respond to emails from the DHS contract administrator within 5 business days.
- Grantee will attend meetings scheduled with the DHS contract administrator and contact the DHS contract administrator before the meeting if there is a need to reschedule.

D. POINTS OF CONTACT

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

1. TABLE 1: DPH CONTACT AND ROLE

Name	Contact Information	Role
Nikki Ripp	Nikki.Ripp@dhs.Wisconsin.gov	Maternal & Infant Health Unit Supervisor

2. TABLE 2. GRANTEE CONTACT AND ROLE

Name	Contact Information	Role
Lauren Gottlieb	LLube@Franklinwi.gov	Health Officer

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 14th of the month via email to the GEARS Unit (dhs600RCars@dhs.wisconsin.gov) with a copy to the DHS program staff.
- 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 45 days from the end of the contract period on February 14, 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 DHSDESBSFSGEARSS@dhs.wisconsin.gov. Direct all other questions regarding expense reports to the DHS contract administrator or email DHSDPHMCH@dhs.wisconsin.gov.

F. REPORTING REQUIREMENTS

1. FINANCIAL REPORTING

Federal Title V Match: Grantee must provide 60% match (\$0.60 local contribution for every \$1.00 federal) for all Title V grant funds. Grantees that do not meet their match requirements may be subject to repayment of grant funds. Match will be reported by completing GEARS Expenditure Report form F-00642 and using the match profile ID listed at the top of this form. Grantee must copy their MCH contract administrators on all expense and match submissions.

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).

All Grantees that receive \$100,000 or more in total funding from DHS (either from this contract alone or through multiple contracts combined) are required to have an audit every 12 months. Please see Section 18 on page 10 of your Grant Agreement for more details. All questions about audits can be directed to DHSauditors@dhs.wisconsin.gov.

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 Wisconsin Title V Maternal and Child Health Block Grant Program.

Direct all questions regarding reports to the DHS program area 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 COSTS

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

H. BUDGET MANAGEMENT

Grantee must submit a 2026 budget to grantee's assigned MCH contract administrator using the Title V budget template available on the Division of Public Health Grants and Contracting (GAC) System page under the 2026 Maternal and Child Health (MCH) section.

Cost deviation or change from approved budget categories more than 25%, or the addition of a new project activity, 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 contract administrator.

I. ADDITIONAL INFORMATION AND/OR REQUIREMENTS

All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: "Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."

If the grantee has a travel policy in effect, the grantee must inform their contract administrator. If the grantee does not have a travel policy in place and their contract is being funded with Federal dollars, then the grantee should calculate travel costs in accordance with federal travel maximum rates. If a grantee does not have a travel policy in place and their contract is funded with state general purpose revenue (GPR) dollars or program revenue dollars, then the grantee should calculate travel costs in accordance with state travel

maximum rates.

While gift cards can be used as incentives in some programs, all gift card purchases must be outlined in a budget approved by the DHS contract administrator. In addition, gift card incentives should be reasonable (generally defined as no more than \$25 each). Gift cards can be used for compensating community expertise that supports the work outlined in the grantee's scope of work and/or objective. Gift Cards **cannot**: (1) be used to incentivize the use of health care services, (2) be offered in the form of cash, (3) be used for entertainment, and (4) be used to purchase tobacco, alcohol or firearms and cannot be transferable to other individuals. As a result, gift cards cannot be purchased from vendors that sell tobacco, alcohol, or firearms unless the vendor offers a specific "food only" or "gas only." For example, Kwik Trip offers gas only gift cards, ALDI's offers food-only gift cards. Gift cards should be stored in a locked cabinet. Upon distribution, the recipient should sign or initial a check out form verifying that they have received their incentive for participation. Grantees are responsible for maintaining documentation. The use of this tracking log is not required but includes important information. For questions regarding the use of gift cards or other incentives using Title V funds, contact the DHS contract administrator.

Raffles are considered a form of gambling and are not an allowable use of grant funds.

All materials for public distribution developed that will be published by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: "Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."

Grantee Name: City of Franklin**Direct Costs (Sections I-VI)****I. Personnel Costs**

This category is for costs of personnel working on this project. Enter the title of each position funded and list position. Supervisory roles should only be mentioned in this category if their support involves direct services for the project. Cost should be calculated by wages (hourly or annual salary) x FTE. If you have multiple staff with the same title, please list person. General agency support (accountant, CEO, executive director, etc.) should be included under Indirect Costs.

Program implementation staff, Lori O'Neil, 35 hours @ 44.4399 / hour for work on activities related to increasing community awareness of age-appropriate developmental milestones, importance of developmental monitoring and screening, and opportunities available for screening, referral, and other resources for families. Project initiatives in partnership with local Program implementation staff, Kaithlyn Heider, 40 hours @ 31.7308/ hour for work on activities related to increasing community awareness of age-appropriate developmental milestones, importance of developmental monitoring and screening, and opportunities available for screening, referral, and other resources for families. Project initiatives in

Total Personnel Costs:

IV. Supply Costs

Provide description of supply items required for program implementation. Basic materials may include consumable pens, office chairs, desks, markers), materials for tabling or recruitment events, technology, incentives, educational program supplies, and other supplies priced less than \$5,000. All supplies must include justification for the purchase number of items at X cost or provide a calculation for cost based on similar programs expenses or justified by X amount

Printing and copying: Costs for printed materials for glossy flyer of focused on promotion of developmental monitoring, screening, and its importance. Will promote at community, family friendly activities throughout the year (eg. fun run with school district, at the local public library, youth serving organizations, car seat checks, counter services in Health Department, immunization clinics etc). \$0.15/ copy x 7,516 copies

Printing of education and awareness materials for new parents and babies for welcome baby package. Content related to developmental milestones and screenings, and other resources for families. \$0.15/ copy x 5 copies in each mailer x 600

Postage for welcome baby packages. \$.55/ bubble mailer x 600

Welcome new baby Onsies to be sent out to families for new births in community with new baby package alongside resources for developmental milestone focus. Will build awareness of FHD, and aim to drive parents to City website within additional resources and information. . \$4.79/ onesie x 600 onesie

Total Supply Costs:

Total Direct Costs (Categories I-VI)

Total by objective (I-VII):

Total

Developmental Screening

*on responsibilities related to the project.
Consider equitable wages for your staff.
Please complete a new line for each staff*

	\$1,555
	\$1,269
	\$2,824.63

*office supplies (e.g., postage, paper,
materials, other miscellaneous
and a calculation of cost, such as X
ount per FTE.*

	\$1,127.00
	\$450.00
	\$330.00
	\$2,874.00
	\$4,781.00
	\$7,605.63
	\$7,606.00

CERTIFICATION REGARDING LOBBYING

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

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

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

(Signature of Official Authorized to Sign Application)

Lauren Gottlieb

(Print Name)

(Agency / Contractor Name)

(Date)

Director of Health and Human Services

(Title)

(Title of Program)

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 (<i>Name of Vendor</i>)	Unique Entity Identifier (UEI), <i>if applicable</i>

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

State of Wisconsin

Attestation of Filing Assurance of Compliance (Form HHS 690)

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

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

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

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

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

Signature — Official Authorized to Sign Application:

Date signed: _____

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

Date signed: _____

Carbon Copy Events

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status**COPIED****Timestamp**

Sent: 12/8/2025 1:13:23 PM

DPH Contracts
DHSDPHContracts@dhs.wisconsin.gov
DPH Contracts Shared Account
Wisconsin Department of Health Services
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 12/8/2025 1:13:23 PM

GEARS Contracts
DHSCARSContracts@dhs.wisconsin.gov
Wisconsin Department of Health Services
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 12/8/2025 1:13:23 PM

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

Envelope Sent

Hashed/Encrypted

12/8/2025 1:13:24 PM

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

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

To contact us by email send messages to: DHSContractCentral@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 DHSContractCentral@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 DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Reports and Recommendations	Temporary street closure request in conjunction with the June 6 th , 2026 Franklin Bike Rodeo.	ITEM NUMBER
		1. 1. (b)

The City of Franklin Health Department, along with community partners, is hosting the 16th annual Franklin Bike Rodeo at Franklin City Hall on Saturday June 6, 2026. Over 100 children annually attend the event with their parents to learn bike safety skills and receive a free helmet. To accommodate the bicycle safety obstacle course (map included on second page), we request small sections of S. Legend Drive and Schlueter Pkwy be closed from 6:00am until 3:00pm. No businesses are disrupted by this closure or event. Potentially impacted City Departments (Department of Public Works, Fire Department, Police Department) have been made aware and approval of the road closure. In addition, the Lions Legend Park Pavilion has been reserved with the City Clerk's Office to prevent any overlap in activities.

Road closure barricades are requested in areas indicated with red arrows on the provided map.

The Temporary Entertainment and Amusement License application for the 2026 Bike Rodeo was reviewed for approval at the Licensing Committee meeting on January 20th, 2026, immediately preceding the Franklin City Council meeting.

COUNCIL ACTION REQUESTED

The Health Department requests a motion to approve the partial street closures of S. Legend Drive and Schlueter Pkwy on Saturday June 6th, 2026 from 6am until 3pm in conjunction with the City of Franklin Health Department Bike Rodeo pending the approval of the Temporary Entertainment and Amusement License from January 20th, 2026 Licensing Committee Meeting.



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/20/2026
REPORTS AND RECOMMENDATIONS	New Housing Fee Report for 2025	ITEM NUMBER G.I.(C)

Attached is a copy of the “New Housing Fee Report for 2025” provided by the Director of Inspection Services. This report is a statutory requirement the City must fulfill on an annual basis under 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report. Section 66.10014(3)(a) of the Act states that the municipality shall post the report on the municipality’s website on a web page dedicated solely to the report and titled “New Housing Fee Report”; which the report for 2025 was posted to the City’s website on January 13, 2026. Section 66.10014(3)(b) of the Act also states that each member of the governing body of the municipality receive a copy of the report.

COUNCIL ACTION REQUESTED

Informational item only; no action required. This report is provided to fulfill the requirements of 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report.

New Housing Fee Report for 2025

1. Building Permit Fees (*see link below*):

Link will be provided when available.

2. Impact Fees:

Table-1 (eff. 1/1/25 to 12/31/25)

IMPACT FEE TYPE	Single Family	Two-Family per Dwelling Unit	Multi-Family per Dwelling Unit
Park	\$2,411.00	\$2,411.00	\$1,566.00
Fire Protection	\$572.00	\$572.00	\$370.00
Law Enforcement	\$653.00	\$653.00	\$425.00
Library	\$424.00	\$442.00	\$275.00
Transportation	\$834.00	\$834.00	\$542.00
Water	\$3,219.00	\$3,219.00	\$3,219.00
Administrative Fee	\$55.00	\$55.00	\$55.00
Fee per Unit	\$8,168.00	\$8,168.00	\$6,452.00
Fee per Building	\$8,168.00	\$16,336.00	Varies by # of Units

Add the following fees for projects located in the southwest sanitary sewer service area

Sewer (Southwest Sanitary Sewer Service Area only)	\$4,327.00	\$6,491.00	\$4,327.00 + \$2,164.00/each add'l unit after 1 st unit
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3. Plat approval fees:

Preliminary Plat - \$0

Plat Amendment - \$0

Final Plat - \$18,600

4. Water & Sewer Connection fees:

(Applies to projects not located in Southwest Sanitary Sewer Service Area)

	Sewer	Water
<u>Single Family Dwelling:</u>	\$600	see "Water" Impact Fee in Section 2., Table-1
<u>Two-family Dwelling</u>	\$900	see "Water" Impact Fee in Section 2., Table-1

Multiple-Family Dwelling:

First Unit:	\$600	see "Water" Impact Fee in Section 2., Table-1
Each Additional Unit:	\$300	see "Water" Impact Fee in Section 2., Table-1

5. Total amount of fees collected for sections 1-4:

- a. Building Permit fees – 1,099 Building Permits/Fees collected **\$2,153,262.23**
- b. Impact fees – *Combined with Building Permit Fees under a.*
- c. Park fees - *Combined with Building Permit Fees under a.*
- d. Land dedication or fee in lieu of land dedication requirement - **\$0 collected.**
- e. Plat Approval fees:
 - Preliminary Plats – Fees collected \$0
 - Plat Amendment – Fees collected \$0
 - Final Plat (includes Certified Survey Maps) - Fees collected **\$18,600**
- f. Storm water management fee – This fee not charged by City.
- g. Water or sewer hook-up fee -
 - Sewer connection fees:** *Combined with Building Permit Fees under a.*
 - Water connection fees:** *Combined with Building Permit Fees under a.*

6. Total amount of fees collected/No. of housing units:

\$1,023,027.95/74 units = \$13,825/unit

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/20/2026
REPORTS AND RECOMMENDATIONS	A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes for installation of a water transmission main on S. Lovers Lane Road from a point 1,900 feet north of W. Saint Martins Road to a point 1,500 feet south of W. Drexel Avenue (Contract A) and setting a Public Hearing Date for February 17, 2026, at 6:30 p.m.	ITEM NUMBER G-2.

BACKGROUND

This project (Water Transmission Main Contract A), along with the Water Transmission Main Contract C project, have been ongoing since Spring of 2022. Therefore, below is a timeline with dates and council action noted for this project to provide background information.

February 1st, 2022:

- Water Main Project on S. Lovers Lane from W. St Martins Road to 7911 S. 100th Street.
- Engineering Department presented the water main project to the Common Council and explained why it is necessary for the new water storage tower to function properly.
- The Common Council directed staff to survey the property owners along S. Lovers Lane Road and return with a preliminary resolution to special assess properties.

February 2nd, 2022:

- The Engineering Department sent out letters to the property owners on S. Lovers Lane from 7911 S. 100th Street to W. St. Martins Road to survey residents and see if they are interested in connecting to a water main project on S. Lovers Lane.
- Letter sent to property owners is attached to this council action sheet.

March 1st, 2022:

- Survey Responses for a Water Main Project on S. Lovers Lane Road from W. St. Martins Road to 7911 S. 100th Street.
- The Engineering Department presented the survey responses to the Common Council.
- Survey results attached to this council action sheet.
- Although survey results were not in favor of connecting to the water main, the Council agreed that this project is necessary for the new water tower and future of the City.
- Common Council directed staff to conduct a neighborhood meeting before returning to Common Council with a preliminary resolution to assess for a water main project along S. 100th Street. The Common Council also directed staff to bid the water tower and water main project along S. Lovers Land Road with the recommendation to award a contract on or after the preliminary resolution to assess.

October 24th, 2022:

- Neighborhood meeting to discuss the water main project along S. Lovers Lane, as well as the assessment process, was held at Tri-County Baptist Church.
- Meeting invite, and handout attached.

November 17th, 2022:

- Bid opening was held for the Water Transmission Main project.

- Nine bids were received, and the bid was split into two alternatives that would have allowed construction of the section south of the water tower site to W. St. Martins Road or the section north of the water tower to a fire hydrant south of the Target shopping center.
- The lowest bid was from A.W. Oakes & Sons, Inc. in the amount of \$1,753,415.00.

December 15th, 2022:

- Bid opening was held for the Water Tower project.
- Four bids were received, the lowest bid being from McDermott in the amount of \$6,253,994.00.

May 17th, 2023:

- The Board of Water Commissioners made a recommendation to the Common Council that a municipal code be added similar to Section 207-15(h) to not assess the properties for a water main that is installed to serve the new water tower on S. Lovers Lane.

June 27th, 2023 (Item G.8.):

- Authorization to Bid a Water Tower at 8120 S. Lovers Lane Road (TKN 801-9986-000) and Associated Water Main to connect to 7810 S. 100th Street.
- This project has received approval from the Public Service Commission of Wisconsin (PSC) for \$7 Million.
- The total of the lowest bid for the Water Transmission Main project and the Water Tower project came to \$8,007,409. This number excluded construction contingencies and other project related costs. At the direction of the Board of Water Commissioners, Staff verified that the south part of the water main could be removed without adversely affecting the flows to the southwest portion of the City. Removal of the south part of the water main brought the project to \$6,914,584 which was slightly below the \$7 Million PSC authorization.
- Unfortunately, by the time it was confirmed that the project could occur within the \$7,000,000 budget, there were insufficient City resources to obtain bond counsel and other preparations to obtain financing for the project.
- The Board of Water Commissioners recommended bidding out the project again as it is a needed project.
- The Council action was to direct staff to conduct a neighborhood meeting, proceed with bidding these projects (north water main section plus the water tower), return with a professional services contract for bond counsel, and prepare an engineer's report and present with a preliminary resolution for special assessment.

June 27th, 2023 (Item G.7.):

- An Ordinance to Defer Special Assessments for Water Lines Constructed for a Water Tower to Serve the City of Franklin.
- The Common Council moved to adopt Ordinance 2023-2541 which updated Municipal Code 207-15(i) to include language that a property that is adjacent to a water main project to serve a water tower can be deferred until the property connects to the water main, or the property is subdivided into two or more parcels.

November 16th, 2023:

- Bid Opening was held for the water main extension of S. Lovers Lane (Contract A) and the Water Tower (Contract B)
- Six bids were received for the Water Transmission Main Contract A project. The lowest bid was from Dorner, Inc. in the amount of \$840,366.00.

December 19th, 2023:

- A Resolution to Award Dorner, Inc. a contract to Construct Water Transmission Main (Contract A) along S. Lovers Lane in the Amount of \$840,366.00.
- Council approved the resolution to award the Contract A project to Dorner, Inc.

March 19th, 2024:

- A Resolution to Authorize the Use of Excess American Rescue Plan Act funds for the Design of a Water Main from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100.
- The Board of Water Commissioners met on March 19th, 2024 and brought to Common Council their recommendation to used excess American Rescue Plan Act funds for the design of a water main from W. St. Martins Road to 8120 S. Lovers Lane (Contract C) in the amount of \$18,100, and award the amendment for \$18,100 with Applied Technologies, Inc. contingent upon Common Council authorizing the funds from the excess ARPA funds.
- The Common Council motion included directing Staff to bid this project and return with a recommendation to award contract for construction in 2024; Direct Staff to return with a budget amendment in the amount of \$18,100 for the design of the project; Direct Staff to return with an Ordinance allowing a fair and equitable redistributed water assessments for properties along the North and South watermain sections.

April 3rd, 2024 (Item G.10.):

- An Ordinance to Amend Municipal Code 207-15 (i) to Defer Up to Twenty-Six Special Assessments to Water Lines Constructed for a Water Tower to Serve the City of Franklin.
- The original Municipal Code 207-15(i), included language that this deferment will only apply to small projects, no more than ten parcels would be affected. Due to the continuation of the south project, that added additional parcels being affected, therefore, the ordinance needed to get updated.
- The Common Council moved to adopt Ordinance No. 2024-2605.

April 3rd, 2024 (Item G.11.):

- The Engineering Department brought to Council a preliminary resolution declaring intent to exercise special assessment powers and set a public hearing date of August 20th, 2024.
- The Common Council adopted Resolution 2024-8131, a preliminary resolution declaring intent to exercise special assessment powers and establish a Public Hearing date of August 20, 2024. The public hearing never happened.

The Water Transmission Main Contract A project has since been completed and must go through the special assessment process per the Municipal Code and Wisconsin Statutes.

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

ANALYSIS

There are a total of 18 affected properties adjacent to this water main extension project. Out of the 18 affected properties, 6 are benefited properties. Attached is an exhibit of the affected properties. An Engineer's Report will be created upon Council direction.

STAFF RECOMMENDATION

Direct staff to create an Engineer's Report. It is recommended that a public hearing for this project be arranged for February 17th, 2026.

FISCAL NOTE

Funding for this project included the remaining ARPA funds of roughly \$2 million. Remaining funding was paid for with Fund 46 for Water Extensions.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2026-_____ a Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code and Section 66.0701 of the State Statutes for installation of a water transmission main on S. Lovers Lane Road from a point 1,900 Feet North of W. St. Martins Road to a point 1,500 feet south of W. Drexel Avenue and setting a Public Hearing Date of February 17, 2026, at 6:30 p.m.

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

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE AND SECTION 66.0701 OF THE STATE STATUTES FOR INSTALLATION OF A WATER MAIN ON SOUTH LOVERS LANE ROAD FROM A POINT 1,900 FEET NORTH OF WEST SAINT MARTINS ROAD TO A POINT 1,500 FEET SOUTH OF WEST DREXEL AVENUE (CONTRACT A) AND SETTING THE PUBLIC HEARING DATE FOR FEBRUARY 17, 2026, AT 6:30 P.M.

WHEREAS, the Common Council has determined that making the following permanent improvements described in this preliminary resolution is expedient and necessary in the best interests of the City, its people, and the property affected.

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

1. The Common Council declares its intent to exercise police powers granted to it by law and adjudge that it is necessary for the health, safety, and welfare of the public and affected property owners that a public work of improvement be made for the installation of water main on S. Lovers Lane Road from 1,900 feet north of W. Saint Martins Road to 1,500 feet south of W. Drexel Avenue (Contract A).
2. The Common Council, in this process, exercises its power to levy special assessments under its police power as authorized in Section 207-15 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
3. The Common Council further declares that all assessments may be paid in one (1) payment when the work is completed, in the next succeeding tax roll, or in the number of annual installments as determined by the Common Council.
4. The Common Council further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Common Council.
5. The City Engineer and/or his authorized representative is directed to prepare the report described in Section 207-15E. of the Municipal Code for the installation of a water main in the above location.
6. Upon completion of such report, the City Engineer and/or his authorized representative is directed to file a copy thereof in the Office of the City Clerk for public inspection.

2026-_____ RES (Special Assessment-Water Main on
S. Lovers Lane Road (Contract A)
Page 2

7. The City Clerk is directed to schedule and give notice of a Public Hearing [note: set for February 17, 2026, at 6:30 p.m.] to be conducted by the Mayor and Common Council pursuant to Section 207-15I. of the Municipal Code.

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

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 _____



AFFECTED PARCELS



Legend

Parcels

Tax Parcels



Administrative

Municipal Boundaries



Notes

A horizontal bar representing a DNA construct. The left end is labeled '0' and the right end is labeled '500'. In the center, the label '250' is placed above a vertical line. The bar is divided into three segments: a black segment on the far left, a white segment in the middle, and a black segment on the far right. The white segment is labeled '250' above it, indicating its length. The total length of the construct is 500.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION



Water Main Extension on S. Lovers Lane Road
October 12, 2022 Neighborhood Meeting

Water Main Project:

- Expect bids on November 10, 2022
- Project to be awarded on ?????
- 150 days for final completion

Water Tower Project:

- Expect bids on December 1, 2022
- Project to be awarded on ?????
- 510 days for final completion

Assessments:

- Final Report of Assessments to be prepared when “Watermain is in service”
- An updated Feb 1, 2022 Report will be provided to City Finance and Treasury Department.
- Options (some exceptions):
 - Request for Deferent
 - Payment due when property is sold or
 - Deferment ends when water service is established
 - Deferment ends after 10-years
 - Payment in full.
 - Payment plan of 12 years at 6% interest

Services:

- **New Policy: You may choose to have a service installed, even if you do not plan to immediately connect.**
- Cost = Contractor's cost to City + 16% for administrative, engineering, and inspection fees (per Municipal Code 207-21)
- Assessment added to the water main.

Glen E. Morrow, PE
City Engineer / Director of Public Works / Utility Manager
9229 W. Loomis Road (City Hall)
Franklin, WI 53132
(414) 425-7510



City of Franklin
Engineering Department

October 12, 2022

Dear Property Owner along S. Lovers Lane,

I am inviting you to the first neighborhood meeting to discuss our water project along S. Lovers Lane. **Tri-County Baptist Church (8040 S 100th Street)** has graciously agreed to host this meeting to provide a convenient location for you. The meeting will be **Monday night, October 24, 2022 starting at 6:00 pm.**

The project is currently being advertised to find a contractor. I have invited the design engineer and he will bring the latest plans for you to view and ask any questions.

I will address the status of the project and the assessment process. You are welcome to ask any questions.

If you cannot make the meeting, you are welcome to call and schedule a time with me to discuss your questions and concerns after October 24.

Sincerely,

Glen E. Morrow, PE
City Engineer / Director of Public Works / Utility Manager

Copy: Alderwoman Michelle Eichmann
 Mayor Steve Olson



City of Franklin
Engineering Department

February 2, 2022

To: Property Owners on S. Lovers Lane from 7911 S. 100th Street to W. St. Martins Road

Re: Assessment for Waterline

At the February 1, Common Council meeting, I was directed to survey your opinion on a watermain project for your street. Last year, the City purchased four parcels for a park and to locate two water towers. We are working to bid out the first tower this year and it will take about 18 months to construct. You may have noticed the significant efforts we just completed to remove buckthorn and other dying trees from the parcel.

The water tower project will include a 16-inch watermain to connect a watermain stub near the entrance to Target with a stub near the intersection of W. St. Martins Road. As the watermain will pass by your property, you will be assessed if your property is benefitted- even if you don't connect. You will also have the option to hook up to the watermain and be assessed for those efforts also. You may also connect at a later date but you would need to hire another contractor to make the connection in the State right-of-way.

A survey is not a vote per se but a tool for Common Council to gather all of the pertinent information prior to a decision. Your input is appreciated prior to **Friday, February 18, 2022**. I expect to bring this to Common Council with a summary of your responses and other relevant information at the March 1, 2022, Common Council meeting at 6:30 p.m. in the City Hall Common Council Chambers. You may attend in person or watch the meeting on the City's YouTube channel.

When the decision is made to proceed with the project, I will provide an engineering report to you and I am available to meet with you individually or as a group to explain the process in detail and answer any questions you may have.

Attached are preliminary estimates of assessments. A detailed analysis and additional information on procedures, deferments (typically up to 10-years) and financing (typically 12-years @ 6% APR) would be available in the engineering report and not finalized until the project is bid.

Please call my office if you have any questions and my staff can schedule an appointment.

Sincerely,

Glen E. Morrow, PE (WI, IL, IN & MO)
City Engineer / Director of Public Works / Utility Manager

Copy: Alderman Dan Mayer
Mayor Steve Olson



City of Franklin
Engineering Department

Survey:

Yes, I Am interested in connecting to a watermain project on S. Lovers Lane

No, I am NOT interested in connecting to a watermain project on S. Lovers Lane

Name: _____

Address: _____

Other Comments: _____

Name:	Address:	Yes/No	Comment:
1 James Schabowski	8211 S 100th St	No	"Glen, I've been through this before (see 76th St.) Expect strong resistance from the citizens. Expect local media to jump at the chance to cover this egregious over reach by local government. I have sent you a list of questions to your email address."
2 Allen Lemback	8320 S 100th St		"Don't know at this time. Need more information. Way to much \$\$."
3 Larry M Mueller	8230 S Lovers Lane	Yes	
4 Nabil Alfanel	7010 W Lincoln Ave	Yes	
5 Carol Bucknee	8052 S 100th St	no	
6 Marilyn Graves	8307 & 8309 S 100th St	yes	
7 John Kaishian	8041 S 100th St	Yes	
8 Nancy Meinerz	7977 & 7973 S 100th St	No	
9 Charlotte E Saver	8231-8233 S 100th St	No	
10 Edward Struebing	8373 S. 100th St #33 & 34	No	"I will attend the March 1st meeting. I do not understand the value I will receive for my \$48,653.30 investment. I would like to hear more about what is included if I am forced into this payment. Will I receive a stop box at each location? I will also reach out to the PSC."
11 Donald & Paula Awe	8081 S. 100th St	No	"Unable to make a decision with the information provided. We do not want to pay for any of it based on the current information. 1. Why was there not a meeting with the homeowners prior to purchasing these parcels. 2. The cost of the project should be part of the taxes and not divided up by the homeowners. 3. Our property has wetlands on it has this been addressed in the pricing? 4. Can the project be vetoed if all the homeowners or majority vote "no"? 5. The city owns the land where the pipe is, it is not on our land so why should we have to pay for it? 6. The homeowners should only have to pay for the water service assessment & not the watermain. 7. For this to benefit us it would cost us it would cost us an average (guessing) 70,000.00 dollars. Who can afford that!"
12 Tammy Awe	8081 S. 100th St	No	"Unable to say yes or no not enough information yet to make that decision. No. I am "Not" interested in the watermain project! There should have been a survey for the watermain project as a whole not just interest in connecting to it. The price of the watermain should be divided between everyone that utilizes the water that is coming from the water tower. As landowners & tax payers we should have a right to choose what we spend our money on."
13 Raymundo Altamumno	8135 S 100th St	No	"I feel that this survey should have been done a while ago! From the way this project is being run, you City Officials do not really care about what we think! The property has already been cleared with no notification to any of us neighbors. Sort of feels like your ramming this down our throats!"
14 Jim Mudlaff	8210 S. Lovers Lane Rd	No	

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/20/2026
REPORTS AND RECOMMENDATIONS	A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes for installation of a water transmission main on S. Lovers Lane Road from W. Saint Martins Road to 1,900 feet north of W. Saint Martins Road (Contract C) and setting a Public Hearing Date for February 17, 2026, at 6:30 p.m.	ITEM NUMBER 6.3.

BACKGROUND

This project (Water Transmission Main Contract C), along with the Water Transmission Main Contract A project, have been ongoing since Spring of 2022. Therefore, below is a timeline with dates and council action noted for this project to provide background information.

February 1st, 2022:

- Water Main Project on S. Lovers Lane from W. St Martins Road to 7911 S. 100th Street.
- Engineering Department presented the water main project to the Common Council and explained why it is necessary for the new water storage tower to function properly.
- The Common Council directed staff to survey the property owners along S. Lovers Lane Road and return with a preliminary resolution to special assess properties.

February 2nd, 2022:

- The Engineering Department sent out letters to the property owners on S. Lovers Lane from 7911 S. 100th Street to W. St. Martins Road to survey residents and see if they are interested in connecting to a water main project on S. Lovers Lane.
- Letter sent to property owners is attached to this council action sheet.

March 1st, 2022:

- Survey Responses for a Water Main Project on S. Lovers Lane Road from W. St. Martins Road to 7911 S. 100th Street.
- The Engineering Department presented the survey responses to the Common Council.
- Survey results attached to this council action sheet.
- Although survey results were not in favor of connecting to the water main, the Council agreed that this project is necessary for the new water tower and future of the City.
- Common Council directed staff to conduct a neighborhood meeting before returning to Common Council with a preliminary resolution to assess for a water main project along S. 100th Street. The Common Council also directed staff to bid the water tower and water main project along S. Lovers Land Road with the recommendation to award a contract on or after the preliminary resolution to assess.

October 24th, 2022:

- Neighborhood meeting to discuss the water main project along S. Lovers Lane, as well as the assessment process, was held at Tri-County Baptist Church.
- Meeting invite, and handout attached.

November 17th, 2022:

- Bid opening was held for the Water Transmission Main project.
- Nine bids were received, and the bid was split into two alternatives that would have allowed construction of the section south of the water tower site to W. St. Martins Road or the section north of the water tower to a fire hydrant south of the Target shopping center.
- The lowest bid was from A.W. Oakes & Sons, Inc. in the amount of \$1,753,415.00.

December 15th, 2022:

- Bid opening was held for the Water Tower project.
- Four bids were received, the lowest bid being from McDermott in the amount of \$6,253,994.00.

May 17th, 2023:

- The Board of Water Commissioners made a recommendation to the Common Council that a municipal code be added similar to Section 207-15(h) to not assess the properties for a water main that is installed to serve the new water tower on S. Lovers Lane.

June 27th, 2023 (Item G.8.):

- Authorization to Bid a Water Tower at 8120 S. Lovers Lane Road (TKN 801-9986-000) and Associated Water Main to connect to 7810 S. 100th Street.
- This project has received approval from the Public Service Commission of Wisconsin (PSC) for \$7 Million.
- The total of the lowest bid for the Water Transmission Main project and the Water Tower project came to \$8,007,409. This number excluded construction contingencies and other project related costs. At the direction of the Board of Water Commissioners, Staff verified that the south part of the water main could be removed without adversely affecting the flows to the southwest portion of the City. Removal of the south part of the water main brought the project to \$6,914,584 which was slightly below the \$7 Million PSC authorization.
- Unfortunately, by the time it was confirmed that the project could occur within the \$7,000,000 budget, there were insufficient City resources to obtain bond counsel and other preparations to obtain financing for the project.
- The Board of Water Commissioners recommended bidding out the project again as it is a needed project.
- The Council action was to direct staff to conduct a neighborhood meeting, proceed with bidding these projects (north water main section plus the water tower), return with a professional services contract for bond counsel, and prepare an engineer's report and present with a preliminary resolution for special assessment.

June 27th, 2023 (Item G.7.):

- An Ordinance to Defer Special Assessments for Water Lines Constructed for a Water Tower to Serve the City of Franklin.
- The Common Council moved to adopt Ordinance 2023-2541 which updated Municipal Code 207-15(i) to include language that a property that is adjacent to a water main project to serve a water tower can be deferred until the property connects to the water main, or the property is subdivided into two or more parcels.

March 19th, 2024:

- A Resolution to Authorize the Use of Excess American Rescue Plan Act funds for the Design of a Water Main from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100.
- The Board of Water Commissioners met on March 19th, 2024 and brought to Common Council their recommendation to used excess American Rescue Plan Act funds for the design of a water main from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100, and award the amendment for \$18,100 with Applied Technologies, Inc. contingent upon Common Council authorizing the funds from the excess ARPA funds.
- The Common Council motion included directing Staff to bid this project and return with a recommendation to award contract for construction in 2024; Direct Staff to return with a budget amendment in the amount of \$18,100 for the design of the project; Direct Staff to return with an Ordinance allowing a fair and equitable redistributed water assessments for properties along the North and South watermain sections.

April 3rd, 2024 (Item G.10.):

- An Ordinance to Amend Municipal Code 207-15 (i) to Defer Up to Twenty-Six Special Assessments to Water Lines Constructed for a Water Tower to Serve the City of Franklin.
- The original Municipal Code 207-15(i), included language that this deferment will only apply to small projects, no more than ten parcels would be affected. Due to the continuation of the south project, that added additional parcels being affected, therefore, the ordinance needed to get updated.
- The Common Council moved to adopt Ordinance No. 2024-2605.

April 3rd, 2024 (Item G.11.):

- The Engineering Department brought to Council a preliminary resolution declaring intent to exercise special assessment powers and set a public hearing date of August 20th, 2024.
- The Common Council adopted Resolution 2024-8131, a preliminary resolution declaring intent to exercise special assessment powers and establish a Public Hearing date of August 20, 2024. The public hearing never happened.

May 15th, 2024:

- Bid opening was held for the Water Transmission Main- Contract C Project.
- Five bids were received with Vinton Construction Company being the low bidder in the amount of \$663,460.50.

June 18th, 2024:

- A Resolution to Award Vinton Construction Company a Contract for Water Transmission Main- Contract C, construction of a water main along S. Lovers Lane from W. Saint Martins Road to 8120 S. Lovers Lane, in the Amount of \$663,460.50.
- The Common Council adopted the resolution 2024-8168 to award Vinton Construction Company a contract for the water transmission main project on S. Lovers Lane from W. Saint Martins Road to 8120 S. Lovers Lane, in the amount of \$663,460.50.

January 21st, 2025:

- A Resolution to Issue Contract Change Order No. 1 for the Water Tower Transmission Main Contract C Project to Increase the Contract Price By \$11,193.80 to Vinton Construction Company.

- A Resolution to Issue Contract Change Order No. 2 for the Water Tower Transmission Main Contract C Project to Increase the Contract Price By \$10,271.79 and the Contract Timeframe by 175 Days to Vinton Construction Company.

The Water Transmission Main Contract C project has since been completed and must go through the special assessment process per the Municipal Code and Wisconsin Statutes.

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

ANALYSIS

There are a total of twenty-one affected properties adjacent to this water main extension project. Out of the twenty-one affected properties, 16 are benefited properties. Attached is an exhibit of the affected properties.

An Engineer's Report will be created upon Council direction.

STAFF RECOMMENDATION

Direct staff to create an Engineer's Report. It is recommended that a public hearing for this project be arranged for February 17th, 2026.

FISCAL NOTE

Funding for this project included the remaining ARPA funds of roughly \$2 million. Remaining funding was paid for with Fund 46 for Water Extensions.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2026-_____ a Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code and Section 66.0701 of the State Statutes for installation of a water transmission main on S. Lovers Lane Road from W. St. Martins Road to 1,900 Feet North of W. St. Martins Road and setting a Public Hearing Date of February 17, 2026, at 6:30 p.m.

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

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE AND SECTION 66.0701 OF THE STATE STATUTES FOR INSTALLATION OF A WATER MAIN ON SOUTH LOVERS LANE ROAD FROM WEST SAINT MARTINS ROAD TO A POINT 1,900 FEET NORTH OF WEST SAINT MARTINS ROAD (CONTRACT C) AND SETTING THE PUBLIC HEARING DATE FOR FEBRUARY 17, 2026, AT 6:30 P.M.

WHEREAS, the Common Council has determined that making the following permanent improvements described in this preliminary resolution is expedient and necessary in the best interests of the City, its people, and the property affected.

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

1. The Common Council declares its intent to exercise police powers granted to it by law and adjudge that it is necessary for the health, safety, and welfare of the public and affected property owners that a public work of improvement be made for the installation of water main on S. Lovers Lane Road from W. Saint Martins Road to 1,900 feet north of W. Saint Martins Road (Contract C).
2. The Common Council, in this process, exercises its power to levy special assessments under its police power as authorized in Section 207-15 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
3. The Common Council further declares that all assessments may be paid in one (1) payment when the work is completed, in the next succeeding tax roll, or in the number of annual installments as determined by the Common Council.
4. The Common Council further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Common Council.
5. The City Engineer and/or his authorized representative is directed to prepare the report described in Section 207-15E. of the Municipal Code for the installation of a water main in the above location.
6. Upon completion of such report, the City Engineer and/or his authorized representative is directed to file a copy thereof in the Office of the City Clerk for public inspection.

2026-_____ RES (Special Assessment-Water Main on
S. Lovers Lane Road (Contract C)
Page 2

7. The City Clerk is directed to schedule and give notice of a Public Hearing [note: set for February 17, 2026, at 6:30 p.m.] to be conducted by the Mayor and Common Council pursuant to Section 207-15I. of the Municipal Code.

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

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 _____



AFFECTED PARCELS



0 300 600
ft

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION

Legend

Parcels

Tax Parcels

Administrative

Municipal Boundaries

Notes



Water Main Extension on S. Lovers Lane Road
October 12, 2022 Neighborhood Meeting

Water Main Project:

- Expect bids on November 10, 2022
- Project to be awarded on ????
- 150 days for final completion

Water Tower Project:

- Expect bids on December 1, 2022
- Project to be awarded on ????
- 510 days for final completion

Assessments:

- Final Report of Assessments to be prepared when "Watermain is in service"
- An updated Feb 1, 2022 Report will be provided to City Finance and Treasury Department.
- Options (some exceptions):
 - Request for Deferent
 - Payment due when property is sold or
 - Deferment ends when water service is established
 - Deferment ends after 10-years
 - Payment in full.
 - Payment plan of 12 years at 6% interest

Services:

- **New Policy: You may choose to have a service installed, even if you do not plan to immediately connect.**
- Cost = Contractor's cost to City + 16% for administrative, engineering, and inspection fees (per Municipal Code 207-21)
- Assessment added to the water main.

Glen E. Morrow, PE
City Engineer / Director of Public Works / Utility Manager
9229 W. Loomis Road (City Hall)
Franklin, WI 53132
(414) 425-7510



October 12, 2022

Dear Property Owner along S. Lovers Lane,

I am inviting you to the first neighborhood meeting to discuss our water project along S. Lovers Lane. **Tri-County Baptist Church (8040 S 100th Street)** has graciously agreed to host this meeting to provide a convenient location for you. The meeting will be **Monday night, October 24, 2022 starting at 6:00 pm.**

The project is currently being advertised to find a contractor. I have invited the design engineer and he will bring the latest plans for you to view and ask any questions.

I will address the status of the project and the assessment process. You are welcome to ask any questions.

If you cannot make the meeting, you are welcome to call and schedule a time with me to discuss your questions and concerns after October 24.

Sincerely,

Glen E. Morrow, PE
City Engineer / Director of Public Works / Utility Manager

Copy: Alderwoman Michelle Eichmann
 Mayor Steve Olson



February 2, 2022

To: Property Owners on S. Lovers Lane from 7911 S. 100th Street to W. St. Martins Road

Re: Assessment for Waterline

At the February 1, Common Council meeting, I was directed to survey your opinion on a watermain project for your street. Last year, the City purchased four parcels for a park and to locate two water towers. We are working to bid out the first tower this year and it will take about 18 months to construct. You may have noticed the significant efforts we just completed to remove buckthorn and other dying trees from the parcel.

The water tower project will include a 16-inch watermain to connect a watermain stub near the entrance to Target with a stub near the intersection of W. St. Martins Road. As the watermain will pass by your property, you will be assessed if your property is benefitted- even if you don't connect. You will also have the option to hook up to the watermain and be assessed for those efforts also. You may also connect at a later date but you would need to hire another contractor to make the connection in the State right-of-way.

A survey is not a vote per se but a tool for Common Council to gather all of the pertinent information prior to a decision. Your input is appreciated prior to **Friday, February 18, 2022**. I expect to bring this to Common Council with a summary of your responses and other relevant information at the March 1, 2022, Common Council meeting at 6:30 p.m. in the City Hall Common Council Chambers. You may attend in person or watch the meeting on the City's YouTube channel.

When the decision is made to proceed with the project, I will provide an engineering report to you and I am available to meet with you individually or as a group to explain the process in detail and answer any questions you may have.

Attached are preliminary estimates of assessments. A detailed analysis and additional information on procedures, deferments (typically up to 10-years) and financing (typically 12-years @ 6% APR) would be available in the engineering report and not finalized until the project is bid.

Please call my office if you have any questions and my staff can schedule an appointment.

Sincerely,

Glen E. Morrow, PE (WI, IL, IN & MO)
City Engineer / Director of Public Works / Utility Manager

Copy: Alderman Dan Mayer
Mayor Steve Olson



*City of Franklin
Engineering Department*

Survey:

Yes, I Am interested in connecting to a watermain project on S. Lovers Lane

No, I am NOT interested in connecting to a watermain project on S. Lovers Lane

Name: _____

Address: _____

Other Comments: _____

Name:	Address:	Yes/No	Comment:
1 James Schabowski	8211 S 100th St	No	"Glen, I've been through this before (see 76th St.) Expect strong resistance from the citizens. Expect local media to jump at the chance to cover this egregious over reach by local government. I have sent you a list of questions to your email address." "Don't know at this time. Need more information. Way to much \$\$."
2 Allen Lemback	8320 S 100th St	Yes	
3 Larry M Mueller	8230 S Lovers Lane	Yes	
4 Nabil Alfanel	7010 W Lincoln Ave	Yes	
5 Carol Bucknee	8052 S 100th St	no	
6 Marilyn Graves	8307 & 8309 S 100th St	yes	
7 John Kaishian	8041 S 100th St	Yes	
8 Nancy Meinerz	7977 & 7973 S 100th St	No	
9 Charlotte E Saver	8231-8233 S 100th St	No	
10 Edward Struebing	8373 S. 100th St #33 & 34	No	"I will attend the March 1st meeting. I do not understand the value I will receive for my \$48,653.30 investment. I would like to hear more about what is included if I am forced into this payment. Will I receive a stop box at each location? I will also reach out to the PSC."
11 Donald & Paula Awe	8081 S. 100th St	No	"Unable to make a decision with the information provided. We do not want to pay for any of it based on the current information. 1. Why was there not a meeting with the homeowners prior to purchasing these parcels. 2. The cost of the project should be part of the taxes and not divided up by the homeowners. 3. Our property has wetlands on it has this been addressed in the pricing? 4. Can the project be vetoed if all the homeowners or majority vote "no"? 5. The city owns the land where the pipe is, it is not on our land so why should we have to pay for it? 6. The homeowners should only have to pay for the water service assessment & not the watermain. 7. For this to benefit us it would cost us it would cost us an average (guessing) 70,000.00 dollars. Who can afford that!"
12 Tammy Awe	8081 S. 100th St	No	"Unable to say yes or no not enough information yet to make that decision. No. I am "Not" interested in the watermain project! There should have been a survey for the watermain project as a whole not just interest in connecting to it. The price of the watermain should be divided between everyone that utilizes the water that is coming from the water tower. As landowners & tax payers we should have a right to choose what we spend our money on."
13 Raymundo Altamumno	8135 S 100th St	No	"I feel that this survey should have been done a while ago! From the way this project is being run, you City Officials do not really care about what we think! The property has already been cleared with no notification to any of us neighbors. Sort of feels like your ramming this down our throats!"
14 Jim Mudlaff	8210 S. Lovers Lane Rd	No	

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/20/2026
Reports & Recommendations	A Resolution Authorizing the City to Execute a Contract for Professional Services with Ruekert & Mielke, Inc. to Provide a Boundary Exhibit for tax key number 982-9999-000 for a do not exceed fee of \$7,400.00.	ITEM NO. G.4.

BACKGROUND

Per Wisconsin State Statutes, the City of Franklin has a 66-foot right of way on County Line Road. This proposal is to create a boundary exhibit for tax key number 982-9999-000 to show the 66-foot right of way as directed by the Circuit Court.

ANALYSIS

The scope of services includes creating a Boundary Exhibit depicting the subject parcel with a 33-foot-wide right-of-way for South County Line Road from the southeast corner of the subject parcel to the northerly extension of the west line of S. 60th Street south of the subject parcel. The Boundary Exhibit will contain a legal description of the 33-foot-wide right-of-way and a legal description of the resulting boundary of the subject parcel.

FISCAL NOTE

This cost would be a pass-through cost to the owner of the parcel with tax key number 982-9999-000.

RECOMMENDATIONS

Adopt Resolution 2026-_____ a Resolution authorizing the City to execute a contract for professional services with Ruekert & Mielke, Inc. to Provide a Boundary Exhibit for tax key number 982-9999-000 for a do not exceed fee of \$7,400.00.

ENG: MNP

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH RUEKERT & MIELKE, INC. TO PROVIDE A BOUNDARY EXHIBIT FOR TAX KEY NUMBER 982-9999-000 FOR A DO NOT EXCEED FEE OF \$7,400.00.

WHEREAS, the City of Franklin has a 66-foot right of way on County Line Road; and

WHEREAS, This proposal is to create a boundary exhibit for tax key number 982-9999-000 to show the 66-foot right of way as directed by the Circuit Court; and

WHEREAS, The scope of services includes creating a Boundary Exhibit depicting the subject parcel with a 33-foot-wide right-of-way for South County Line Road from the southeast corner of the subject parcel to the northerly extension of the west line of S. 60th Street south of the subject parcel. The Boundary Exhibit will contain a legal description of the 33-foot-wide right-of-way and a legal description of the resulting boundary of the subject parcel; and

WHEREAS, This cost would be a pass-through cost to the owner of the parcel with tax key number 982-9999-000.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Franklin execute a contract for professional services with Ruekert & Mielke, Inc. to provide a boundary exhibit for tax key number 982-9999-000 for a do not exceed fee of \$7,400.

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

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 _____

January 15, 2026

Mr. Mike Paulos
City Engineer
City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Email: mike.paulos@great-usa.com

RE: Boundary Exhibit - 11063 S. 60th St. Franklin, WI

Dear Mike:

Ruekert & Mielke, Inc. (R/M) is pleased to submit a proposal to provide a Boundary Exhibit for the above address (subject parcel). This letter presents our proposed scope of services based on our emails and meeting discussions.

Scope of Services

R/M will create a Boundary Exhibit depicting the subject parcel with a 33-foot-wide right-of-way for South County Line Road from the southeast corner of the subject parcel to the northerly extension of the west line of S. 60th Street south of the subject parcel. The Boundary Exhibit will contain a legal description of the 33-foot-wide right-of-way and a legal description of the resulting boundary of the subject parcel.

R/M will base the Boundary Exhibit on the Plat of Survey prepared by Kevin Slottke date revised June 2, 2020, as provided by the City of Franklin, and a 60-year easement and deed report (title report) compiled by a title company and ordered by R/M as part of this proposal.

R/M will monument the corners of the 33-foot-wide right-of-way of South County Line Road with $\frac{3}{4}$ " rebar or equivalent after the Boundary Exhibit is finalized and approved.

Items Excluded

Items not specifically included in the scope of this project as we discussed are listed below. These items can be included as additional services if authorization in writing is provided:

- Plat of Survey, ALTA/NSPS Land Title Survey, Certified Survey Map
- Field survey and mapping of existing features on the parcel including, but not limited to: topographic contours, trees, woodlands, environmental corridors (if any), underground or overhead utilities, buildings, driveways, pavements or other improvements
- Property corner search of the subject parcel's westerly property corners
- Diggers Hotline utility locate
- Anything not identified in the above Scope of Services

Time Schedule & Fee

R/M will provide a draft Boundary Exhibit for review as soon as it is available, but no later than March 27, 2026. R/M will complete routine revisions to the draft Boundary Exhibit to address comments provided by City staff within a week of receipt.



Mr. Mike Paulos

Proposal for Boundary Exhibit - 11063 S. 60th St.

January 15, 2026

Page 2

The fee to complete the above scope of services will be on a time and materials basis at our standard hourly rates with the estimated amount not to exceed \$7,400. Any additional authorized services will be provided through an amendment to this proposal.

The above-described professional services will be provided to you in accordance with the attached three page **RM Standard Terms & Conditions** dated January 1, 2024, by which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

Digitally signed by Baiba M Rozite
DN: CN=US_EmailSignature@ruekert-mielke.com,
O=Ruekert & Mielke, OU=Field Services,
CN=Baiba M Rozite
Reason: I am approving this document
Date: 2026.01.15 10:37:08-06'00'

Baiba Rozite, PLS
brozite@ruekert-mielke.com

BMR:cal
Enclosure

cc: Bradley Dolan, City of Franklin
Anthony Petersen, P.E., Ruekert & Mielke, Inc.
File



Mr. Mike Paulos

Proposal for Boundary Exhibit - 11063 S. 60th St.

January 15, 2026

Page 3

PROPOSAL FOR BOUNDARY EXHIBIT - 11063 S. 60TH STREET
Between City of Franklin
and
Ruekert & Mielke, Inc.
January 15, 2026

CLIENT NAME:

City of Franklin

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

Name: John R. Nelson

Title: Mayor

Date

Signed: _____

Signature: Jason P. Lietha Digitally signed by Jason P
Lietha
Date: 2026.01.15 10.29.11-06'00'
Jason P. Lietha, P.E.

Title: COO

Date: January 15, 2026

Designated Representative:

By: _____

Name: Shirley J. Roberts

Title: City Clerk

Date

Signed: _____

Name: Anita Kreuser

Title: Team Leader

Phone Number: 262-623-2896

By: _____

Name: Danielle L. Brown

Title: Director of Finance and Treasurer

Date

Signed: _____

APPROVED AS TO FORM:

By: _____

Name: Jesse A. Wesołowski

Title: City Attorney

Date

Signed: _____

A. Standards of Performance

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Designated Representatives

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Consultant

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

D. Ownership and Reuse of Documents

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to Indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

E. Permits and Approvals

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

F. Opinions of Probable Cost

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

G. Client and Third Party Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

H. Access

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

I. Construction Observation

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

J. Environmental

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.

3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.

4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

• General Liability	\$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
• Auto Liability	\$1,000,000 Combined Single Limit
• Workers Compensation	Statutory
• Employers Liability	\$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
• Umbrella	\$1,000,000 Occurrence / Aggregate
• Professional Liability	\$1,000,000 Per Claim / Aggregate

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.

2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

Q. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

Z. Definitions

1. **Contractor** - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. **Constituent of Concern** – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

END OF DOCUMENT

Page 3 of 3 pages

(Ruekert & Mielke, Inc. Standard Terms and Conditions)

~Raw Materials > AGREEMENT > Terms and Conditions > RM Standard Terms and Conditions Consulting~

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	Milwaukee Metropolitan Sewerage District and City of Franklin Agreement for Oak Creek Southwest Metropolitan Interceptor Sewer	ITEM NUMBER
		January 20, 2026 G.5.

Annexed hereto is a copy of the above Agreement and a plan sheet for the project. As stated in the Agreement, “[t]he District’s Oak Creek Southwest Metropolitan Interceptor Sewer Extension project (the “Project”) is intended to provide sanitary sewer service to unsewered areas within the SSSA. The new, approximately 5,300-foot metropolitan interceptor sewer (the “MIS”) will be laid primarily in South 27th Street at the border between Franklin and Oak Creek from the current MIS terminus south to the Racine County line. The extended MIS will provide sanitary sewer service to the farthest portions of Franklin and Oak Creek and will be available for potential SSSA extension in Racine County.” As stated, the main sewer line will be laid within the public right-of-way of South 27th Street. The property area in the City for which service will be available is from West South County Line Road north to about a quarter mile north of West Elm Road, and from South 27th Street to the west for approximately one mile. The cost for reimbursement to the District by the City for the cost of construction of the outside drop manhole and pipe stubout for future connection public facilities, as required by the Agreement, is at the time of this writing, in the range of \$60,000.00 to \$132,753.00, as has been set forth in the bids received for the project and provided by the District on January 15, 2026 following the opening of public bids for the project by the District, which bid award process has not been completed at the time of this writing, and which amount may be subject to change orders during the project process. We anticipate receiving the awarded bid amount from the District to so inform the Common Council at the meeting. The cost will be funded by Tax Incremental District No. 8 tax increment.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Milwaukee Metropolitan Sewerage District and City of Franklin Agreement for Oak Creek Southwest Metropolitan Interceptor Sewer.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 1/15/26

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A MILWAUKEE METROPOLITAN SEWERAGE DISTRICT AND CITY OF FRANKLIN AGREEMENT FOR OAK CREEK SOUTHWEST METROPOLITAN INTERCEPTOR SEWER

WHEREAS, the Milwaukee Metropolitan Sewerage District has been planning for sanitary sewer facilities to be extended to serve the southwestern area of the City of Oak Creek and the southeastern area of the City of Franklin, which areas are currently not served by public sanitary sewer service; and

WHEREAS, such planning by the Milwaukee Metropolitan Sewerage District has been completed and the District has proposed an intergovernmental cooperation agreement to the City of Franklin as part of the construction of the sewer extension project, for which the City would be responsible to reimburse the District for the cost of the construction of an outside drop manhole and pipe stubout for future connection to the sanitary sewer service; and

WHEREAS, the City Engineering Department and the Water and Sewer Utility Department have reviewed the project and the proposed intergovernmental cooperation agreement and recommend approval thereof; and

WHEREAS, the City Department of Financing and Treasury has informed that the funding for the City costs obligation set forth in the Agreement would be paid for by Tax Incremental District No. 8 tax increment; and

WHEREAS, the Common Council having considered the current need to provide sanitary sewer service to the southeastern area of the City which is not currently served and having considered the proposed agreement from the Milwaukee Metropolitan Sewerage District and determined that same is necessary for the ongoing development of the City and is in the furtherance of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Milwaukee Metropolitan Sewerage District and City of Franklin Agreement for Oak Creek Southwest Metropolitan Interceptor Sewer, in such form and content as annexed hereto, be and the same is hereby approved.

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

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

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

**Milwaukee Metropolitan Sewerage District and City of Franklin Agreement for Oak Creek
Southwest Metropolitan Interceptor Sewer**

This intergovernmental cooperation agreement is made between the Milwaukee Metropolitan Sewerage District (the “**District**”), acting through its Executive Director, and the City of Franklin (the “**City**”), acting through its Mayor, to establish the parties’ responsibilities for the construction and maintenance of new sewer and appurtenant public improvements in the City of Franklin. This agreement is effective as of the date both parties have signed below.

The District is authorized under Wis. Stat. § 200.31 to collect, transmit, and dispose of all sewage and drainage of the separate and combined sewerage service area.

The City is a general-purpose municipality located at the southern end of the District’s sanitary sewer service area (the “**SSSA**”). In accordance with Wis. Stat. § 200.33, municipalities, not the District, must operate, maintain, and repair local sewers and appurtenant facilities.

The District’s Oak Creek Southwest Metropolitan Interceptor Sewer Extension project (the “**Project**”) is intended to provide sanitary sewer service to unsewered areas within the SSSA. The new, approximately 5,300-foot metropolitan interceptor sewer (the “**MIS**”) will be laid primarily in South 27th Street at the border between Franklin and Oak Creek from the current MIS terminus south to the Racine County line. The extended MIS will provide sanitary sewer service to the farthest portions of Franklin and Oak Creek and will be available for potential SSSA extension in Racine County.

The District executed contract C02013D01 for the design of the Project on March 25, 2024, as authorized by Milwaukee Metropolitan Sewerage Commission (the “**Commission**”) Resolution No. 24-015-2. The District is paying Project design costs and meets regularly with the City and is giving the City the opportunity to review the Project plans and specifications before construction.

The District anticipates letting contract C02013C01 (the “**Construction Contract**”) for competitive bidding as early as December 2025 with the authorization of the Commission. The District anticipates engaging a contractor to construct (1) the length of new 24-inch sewer within a casing pipe installed by micro-tunneling and a segment of sewer laid by an alternate trenchless method, (2) District manholes, (3) micro-tunneling work shafts, and (4) a municipal outside drop manhole. The construction contract will also include connection of the new and existing MIS, erosion control, site restoration, and other related work.

The parties are collaborating to extend sewer service to the City. In accordance with Wis. Stat. § 66.0301, the District and the City therefore agree as follows.

1. District Responsibilities

- A.** The District shall design and construct the Project’s City of Franklin outside drop manhole, the connection to the MIS, the connection to manhole 3, and manhole 3 as

identified on the plans in the Construction Contract substantially according to the Construction Contract, subject to any change orders.

- B. The District shall invite the City to participate in the substantial completion walkthrough and require its contractor address any issues the City raises.
- C. Within one year of substantial completion as defined in the Construction Contract, the District shall provide record drawings of the municipal outside drop manhole to the City.
- D. The District shall invite the City to participate in the substantial completion walkthrough with the District's contractor for the Construction Contract and shall require the contractor address any punch-list items identified by the City.
- E. The District shall invoice the City for the construction of the City of Franklin outside drop manhole and pipe stubout identified above in Paragraph A once upon substantial completion of the Project. The District shall be responsible for and pay for all other Project costs.

2. City Responsibilities

- A. The City shall reimburse the District for the cost of line item 22 of the Construction Contract for the Project's City of Franklin outside drop manhole and pipe stubout for future connection, subject to any change orders affecting the price.
- B. The City shall own, operate, and maintain the City of Franklin infrastructure identified above in Article 1 Paragraph A upon the sooner of (1) substantial completion as defined in the Construction Contract or (2) connection to the municipal sewer.
- C. The City shall pay the District the reimbursement owed under this agreement within 30 days of receiving the District's invoice.

3. Notices

The City shall provide notices related to this agreement to:

Bridget Henk, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seaboth Street
Milwaukee, Wisconsin 53204
(414) 225-2229
bhenk@mmsd.com

The District shall provide notices related to this agreement to:

Shirley J. Roberts, City Clerk
City of Franklin
9229 West Loomis Road

Franklin, Wisconsin 53132
(414) 427-7503
sroberts@franklinwi.gov

4. Modifying this Agreement

Any modification to this agreement must be in writing and signed by the City and the District.

5. Severability

If a court of competent jurisdiction holds any part of this agreement unenforceable, the remainder will continue in effect.

6. Governing Law

The laws of Wisconsin govern any dispute arising under or related to this agreement.

7. Resolving Disputes

If a dispute arises under or relates to this agreement, then the City and the District will first try to resolve it with the help of a mutually acceptable mediator in Milwaukee County. The City and the District will equally share any costs and fees associated with the mediation, except that each party will be responsible for its own attorney fees. If the dispute is not resolved within 30 days after the mediation session, then either party may take the matter to court. Venue in any action brought under this agreement is proper only in the Milwaukee County Circuit Court.

8. No Conflict of Interest

No officer, employee, or agent of the District or the City who has any responsibility for implementing this agreement may have any interest in any consultant, contractor, or vendor providing services to the District or the City under this agreement.

9. Independence of the Parties

This agreement does not create a partnership, and neither party may enter into contracts on behalf of the other party.

10. Authority of Signatories; Counterparts

All signatories to this agreement certify that they are properly authorized by their governing body to execute this agreement. The parties may execute this agreement in one or more counterparts, each of which, when taken together, constitutes one and the same document.

11. Liability

The District and the City will be liable each for their own negligent acts, errors, and omissions. If litigation requires one party to respond for the acts, errors, or omissions of the other party, then the District and the City will hold each other harmless for any losses, damages, costs, and

expenses, including but not limited to attorney fees and litigation expenses for which that party is singularly responsible due to its acts, errors, or omissions and the party to be held harmless is not. Nothing in this agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation of liability under Wisconsin law.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

By: _____

Kevin L. Shafer, PE
Executive Director

Date: _____

Approved as to form:

Attorney for the District

CITY OF FRANKLIN

By: _____

John R. Nelson, Mayor

Date: _____

Countersigned:

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

Date: _____

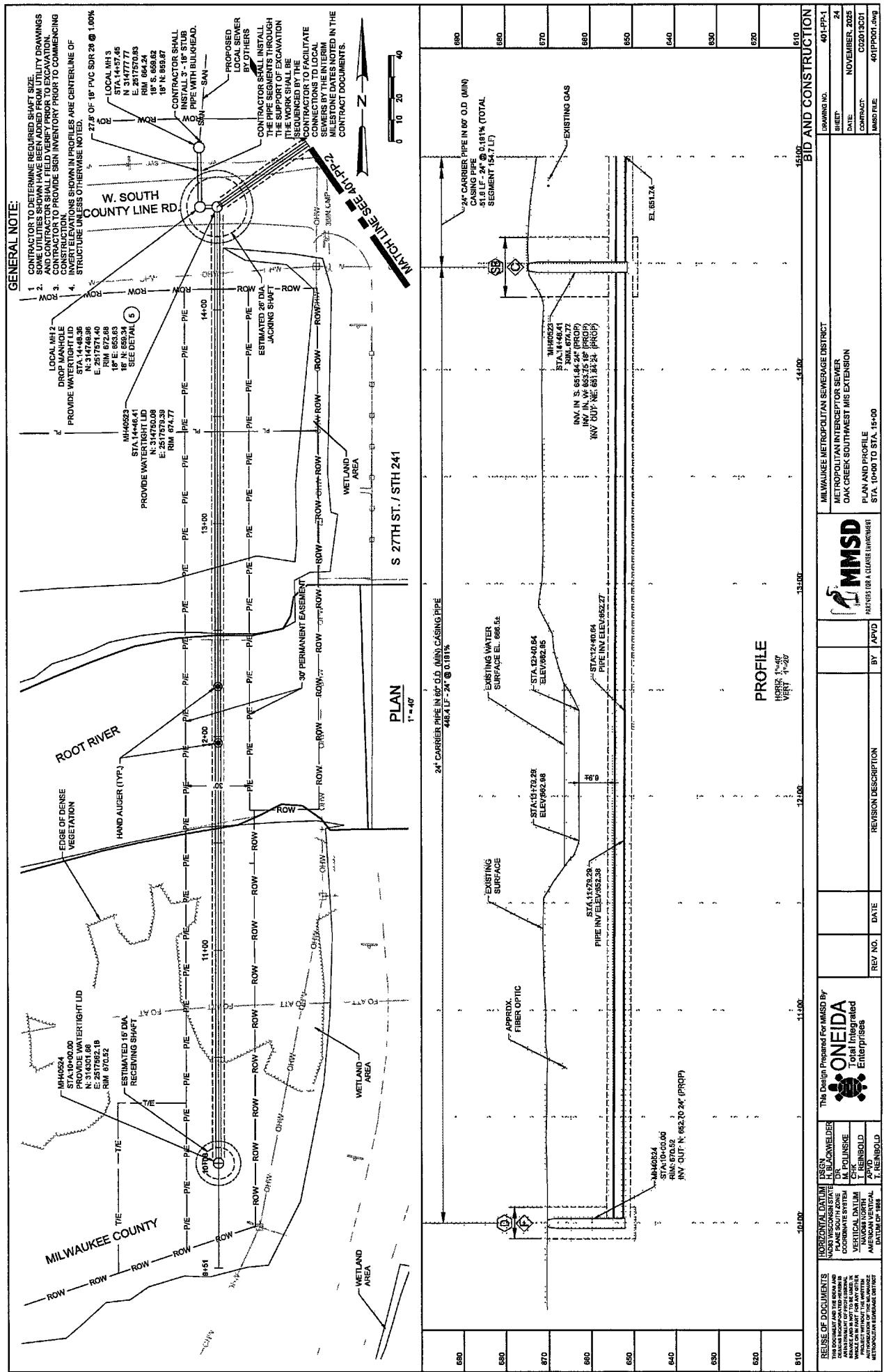
By: _____
Shirley J. Roberts
City Clerk

Date: _____

Approved as to form, this _____ day of
_____, 2025:

By: _____

Jesse A. Wesolowski
City Attorney



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement with the Franklin School District and Franklin High School, Located at 8222 S 51st St (TKN 807 9999 001)	ITEM NO. Ald. Dist. 5 <i>G.6.</i>

BACKGROUND

Pursuant to the approval of the Franklin High School expansion, it is necessary to enter into a development agreement (DA), at an estimated cost of improvements to the developer of \$1,117,812.00. The developer is C.D. Smith.

ANALYSIS

This agreement provides for the necessary public improvements required for the High School expansion. Included in the agreement is the extension of water main throughout the site and various storm water management improvements.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the DA with specific items contained in Exhibit "E" attached.

Insurance certificates were requested and will be reviewed for conformance with current City requirements.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2026- _____ a resolution authorizing certain officials to execute a development agreement with the Franklin School District and Franklin High School, located at 8222 S. 51st St. (TKN 807 9999 001). Subject to all relevant signatures.

Engineering: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT WITH THE FRANKLIN SCHOOL DISTRICT AND
FRANKLIN HIGH SCHOOL, LOCATED AT
8222 S 51ST ST (TKN 807 9999 001)

WHEREAS, the Plan Commission at its regular meeting on October 9, 2025, approved the site plan; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of the Franklin High School expansion; and

WHEREAS, C.D. Smith, the developer, is willing to complete the installation of the improvements provided for in the Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with the developer.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Development Agreement with the Register of Deeds for Milwaukee County.

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 _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

FRANKLIN PUBLIC SCHOOLS

**FRANKLIN HIGH SCHOOL BUILDING ADDITION
& SITE IMPROVEMENTS**

January 2026

**DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2026, by and between Franklin Public Schools, a public school district, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, the Developer having applied to the City for a Site Plan for school facility improvements, and the approval[s] thereof by the City of Franklin providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water main, including pipe, fittings, valves, hydrants and other water appurtenances, sidewalks, vehicular turnaround, and storm water management facilities; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Development and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in and as may be required for the Development, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".

3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is One million, one hundred seventeen thousand, eight hundred twelve and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$1,117,812, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after

an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:

- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
- (b) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
- (c) The curb face to curb face width of the roads in the Development shall be as determined by the City Engineer.
- (d) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to

the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;

- (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
- (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
- (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorney's fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.

13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.

14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

(1) **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Developer and all subcontractors retained by the Developer during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) as set forth herein and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 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. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

(2) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the City Engineer.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.
19. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Developer and City had executed it as a single document. The Developer and City agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The Developer and City 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.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by John R. Nelson, Mayor, and Shirley J. Roberts, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF:

Franklin Public Schools

By: Andy Chrony
Name: Andy Chrony
Title: Asst. Supt

Party of the First Part

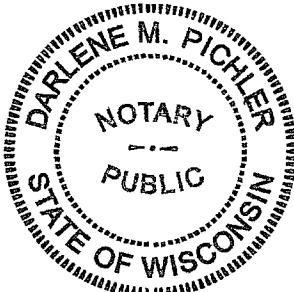
STATE OF WISCONSIN)
)ss.

Milwaukee COUNTY)

Personally came before me this 11 (day) of January, 2020, the above named Andy Chiron of Franklin Public Schools and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said by its authority.

This instrument was acknowledged before me on _____ (date)
by _____ (name(s) of person(s)) as
_____(type of authority, e.g., officer, trustee, etc.) of
_____(name of party on behalf of whom instrument
was executed).

Darlene M. Richter
Notary Public, Milwaukee County, WI
(
My commission expires: 7-14-27



CITY OF FRANKLIN

By: _____
Name: John R. Nelson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Shirley J. Roberts
Title: City Clerk
Party of the Second Part

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

Notary Public, Milwaukee County, WI

()

My commission expires:

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

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS**

Exhibit A	Legal Description of Development
Exhibit B	General Description of Required Development Improvements
Exhibit C	General Development Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Development Requirements
Exhibit F	Construction Specifications

**EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS**

**LEGAL DESCRIPTION
OF DEVELOPMENT**

The West 1/2 of the Northeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXCEPTING THEREFROM that portion of Land conveyed in instrument recorded on June 06, 1967 in Reel 362, Images 1062-1065 as Document No. 4321782; August 12, 1983, in Reel 1556, Image 914 as Document No. 5642797; August 07, 1986, in Reel 1932, Images 950-951 as Document No. 5947553; and December 01, 2009 as Document No. 09819502.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

**GENERAL DESCRIPTION
OF
REQUIRED DEVELOPMENT
IMPROVEMENTS**

Description of improvements required to be installed to develop the Franklin High School Building Addition & Site Improvements Development.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

1. Grading of the streets within the Development in accordance with the *S established street grades and the City approved street cross-section and specifications.
2. Installation of concrete or asphalt permanent pavement with vertical face *S concrete curb and gutter in accordance with present City specifications.
3. Water main and fittings on the site and/or easements in the Development, *S to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area.
4. Hydrants and appurtenances provided and spaced to adequately service *S the area and as the City shall require.

5. Engineering, planning and administration services as approved. *S
6. Storm water management facilities as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the approved storm water management plan and/or approved system plan. *S
7. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.

II. WATER SYSTEM

- A. Availability
 1. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction
 1. All construction shall be in accordance with the specifications of the City.
 2. Inspection of the work shall be at the Developer's expense.
 3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

III. STORM DRAINAGE

- A. Components
 1. Storm drainage through and within the Development shall be provided by means of storm sewer that shall connect to the private storm water management ponds for the Development. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Responsibility of Discharged Water

1. If the Developer of the Development will, in the professional opinion of the City Engineer, cause water problems downstream from the Development which problems have not existed previously and which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

IV. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.

B. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stone base and 4" of A/C binder course prior to Development certification. The 2" A/C surface course shall be installed when 90% of the lots within the Development have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Development the Developer must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Developer's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Developer.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Developer.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Development shall lie with the Developer until:

- a) The streets have been provisionally approved by the City.

V. EASEMENTS

A. Water main

1. All public water main and fire hydrants shall be dedicated to the public in a 20-foot wide water main easement.

VI. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a. Drainage has been rough graded and approved.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:
 - a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved.
 - d) The site is stabilized and all drainage facilities have been re-certified.

VII. DEED RESTRICTIONS

A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.

B. The time of completion of improvements.

1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by December 31, 2029.
2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements, provided such failure to not take action was not caused in whole or in part

by negligent actions or negligent inactions of the City specifically pertaining and applicable to the project.

VIII. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent ($2\frac{1}{4}\%$) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent ($1\frac{3}{4}\%$) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent ($1\frac{1}{4}\%$) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

B. For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Developer in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Erosion Control	\$18,000
Grading in ROW	\$22,785
Sanitary System	N/A
Water System	\$564,568
Storm Sewer System	\$50,274
Paving (including sidewalk)	\$21,600
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin	\$124,200
SUBTOTAL	\$801,427
Engineering/Consulting Services	\$100,000
Municipal Services (7% of Subtotal)	\$56,100
Contingency Fund (20% of Subtotal)	\$160,285
TOTAL:	\$1,117,812

APPROVED BY: _____ Date: _____

Mike Paulos, City Engineer

**EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS**

**ADDITIONAL DEVELOPMENT
REQUIREMENTS**

1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
4. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
5. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
6. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.

7. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.
8. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
9. Construction Requirements:
 - a) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Public Concrete Sidewalk	CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets:	
Construction	CITY OF FRANKLIN
Materials	
Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/20/2026
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens, Inc. Program 2025 Year-End Update	ITEM NUMBER G. 7.

At their February 17, 2015 meeting, the Common Council directed that the Franklin Senior Citizens, Inc. organization attend and give a status update on the organization semi-annually (January and July). This group disbanded January 2021 and then started back up again in June 2022.

Attached is correspondence from Mr. Noah Borkenhagen, President of the Franklin Senior Citizens, Inc. group, with a year-end report for 2025 activity. Mr. Borkenhagen is planning to attend the January 20, 2026 Council Meeting for this item.

The Franklin Senior Citizens, Inc. activities are funded through the City's general "Recreation" operating fund 01-0521-5723. For 2025, the total budget amount was \$17,734: \$12,000 per the adopted 2025 budget and then the 2024 remaining funds of \$5,734 were carried forward to 2025 per Ordinance 2025-2700 that was adopted by the Council on 9/16/2025. The Franklin Senior Citizens, Inc. budget funds a portion of the cost of their monthly business meeting luncheons held at Root River Center in Franklin, entertainment, and miscellaneous operating supplies/expenses.

For 2025, the full budget amount of \$17,734 has been expended for Senior Citizen Activities (see attached spreadsheet). A general breakout is as follows: \$11,752 expended towards the monthly business luncheons, and \$5,982 expended towards a portion of their entertainment and miscellaneous operating supplies/expenses for 2024 and 2025. The current membership of the Franklin Senior Citizens, Inc. is 168 members.

COUNCIL ACTION REQUESTED

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

The 2025 Year-end report for the Franklin Seniors

It was a full and vibrant year for the Franklin Seniors and I would like to thank Kelly Hersh, Lisa Huening, , Danielle Brown, and Tammy Bressette for all the help and assistance.

In September we submitted a budget proposal for 2026 for \$14,000 given the increases in costs and increased participation but it was rejected and we moved on with the \$12,000 as in 2025.

The total meals served in 2025 was 1,469 (X \$8 = \$11,752) 97.9% of the total budget.

The unallocated moneys from 2024 the Council graciously permitted us to roll over enabled us to bring the 2024 and 2025 books in order with only a small deficit starting this year.

We negotiated with Tammy Bressette by providing a year schedule of dinners and estimate of people attending to keep the cost the same as 2025 per meal.

Moving forward, we will be working with Danielle on a quarterly reconcile basis for us to stay within budget and if necessary, increase members contribution per meals, for entertainment, and other expenses that have increased.

I would like to thank Mayor Nelson for resolving the storage issue and the outstanding help of working with Linda Mathwig our new treasurer by Danielle Brown.

Thank you for your attention.

Noah Borkenhagen President Franklin Senior Citizens, Inc.

2025 Franklin Senior Citizens, Inc. Activities

\$17,734 \$12,000 per 2025 budget + \$5,734 carried forward from 2024 to 2025 (Ord 2025-2700-9/16/2025)

Month	Misc. Costs/ Entertainment Reimbursement	Seniors in Attendance at Business Luncheons	Monthly 1st Wed Franklin Seniors Business Luncheon (Root River Ctr) (\$8/Ea) 01.0521.5723	
January 2025		124	992.00	Root River Inv A132
February 2025		121	968.00	Root River Inv A142
March 2025		114	912.00	Root River Inv A147
April 2025		124	992.00	Root River Inv A155
May 2025		128	1,024.00	Root River Inv A156
June 2025		127	1,016.00	Root River Inv A168
July 2025		125	1,000.00	Root River Inv A169
August 2025		115	920.00	Root River Inv A171
September 2025		124	992.00	Root River Inv A178
October 2025		125	1,000.00	Root River Inv A185
November 2025		125	1,000.00	Root River Inv A213
December 2025		117	936.00	Root River Inv A222
December 2025		5,982.00	5,982.00	Portion of Entertainment & Expenses for 2024/2025.
TOTALS		\$5,982.00	1,469	\$17,734.00
			Remaining Balance	\$0.00

Franklin Senior Citizens, Inc.

Year End 2025

Report for the City of Franklin Wisconsin

Oberlin College Catalogue for 1900-1901 11

Beginning Balance 01/01/2025

Beginning Balance 01/01/2025												\$ 5,338.76	
INCOME		DECEMBER										Total	
Description		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Membership	\$ 840.00	\$790.00	\$330.00	\$105.00	\$45.00	\$75.00	\$180.00	\$45.00	\$30.00	\$60.00	\$15.00		\$2,515.00
Meals Collection	\$ 702.00	\$733.00	\$750.60	\$683.50	\$829.35	\$758.15	\$702.20	\$714.35	\$756.55	\$763.10	\$773.40	\$0.00	\$8,166.20
50/50	\$ 52.00	\$63.00	\$64.00	\$43.00	\$68.00	\$56.00	\$80.00	\$57.03	\$112.00	\$111.00	\$97.00	\$137.00	\$940.03
Celebration	\$ 74.75	\$68.45	\$73.00	\$56.15	\$99.50	\$84.46	\$90.56	\$60.00	\$57.79	\$70.00	\$75.25	\$81.00	\$860.91
City of Franklin													
Total Income	\$ 838.75	\$ 864.45	\$ 887.60	\$ 982.65	\$ 996.85	\$ 868.61	\$ 872.76	\$ 831.38	\$ 926.34	\$ 944.10	\$ 945.65	\$ 218.00	\$ 12,482.14

522076

REFERENCES

Ending Balance 12/31/25

\$4,375.18

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
Meals Served	124	121	114	124	128	127	117	115	124	126	125	117	1,462
Membership	56	53	22	7	3	5	12	3	2	4	1	0	168

2010

Franklin Senior Citizens, Inc.

Year End 2024

Report for the City of Franklin Wisconsin

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Beginning Balance 01/01/2024											Ending Balance 07/01/2024																													
INCOME	Description	JAN			FEB			MAR			APR			MAY			JUN			JUL			AUG			SEP			OCT			NOV			DEC			Total		
		Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category	Amount	Source	Category			
	Membership	\$ 472.00			\$895.00			\$240.00			\$75.00			\$105.00			\$45.00			\$60.00			\$45.00			\$60.00			\$45.00			\$2,167.00								
	Meals Collection	\$ 636.00			\$651.00			\$649.00			\$685.00			\$663.00			\$636.75			\$559.25			\$624.00			\$624.35			\$727.25			\$6,455.60								
50/50																																					\$464.50			
	Celebration	\$ 82.00			\$75.46			\$73.00			\$100.50			\$82.00			\$87.00			\$45.00			\$54.00			\$82.00			\$96.00			\$72.00			\$805.61					
	Returned Check																																				-\$25.00			
	City of Franklin	\$ 2,300.78			\$1,611.46			\$962.00			\$860.50			\$940.00			\$0.00			\$803.75			\$802.25			\$790.00			\$807.85			\$931.90			\$168.00			\$2,300.78		
	Total Income																																				\$12,168.49			

EXERCISES

Ending Balance 12/31/13A

ADDITIONAL INFORMATION		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
Meals Served		106	103	105	110	109	0	116	99	106	112	120	0	1,086
Membership		31	59	16	5	13	0	7	3	3	4	3	0	144

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
		January 20, 2026
REPORTS & RECOMMENDATIONS	ITEM NUMBER	
An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund to Carryforward \$2,133.40 of Unused 2025 Appropriations for the Senior Citizen Travel Account	G.8.	

BACKGROUND

For 2025, the total budget amount was \$22,000: \$12,000 as approved in the 2025 Budget and then an additional \$10,000 was approved by the Common Council on May 20, 2025 and subsequent Budget Amendment Ordinance No. 2025-2687 on June 3, 2025.

Seven (7) trips were taken in 2025, where the bus transportation was paid by the City, expending \$19,866.60 against the \$22,000 Senior Travel Program Budget for 2025, leaving a remaining balance of \$2,133.40. Per the attached correspondence from Mr. Ryan, he is requesting that the 2025 remaining balance of \$2,133.40 be carried over to the 2026 budget.

FISCAL NOTE

This budget amendment is necessary to modify the budget to allow for appropriations for the Senior Travel Program.

The GL Account associated with this amendment are:

Expenditures			
01-0521-5721	Senior Travel	Increase	\$2,133.40

These funds were reallocated to the general fund balance on 1/1/26. Approving this has no fiscal impact in 2026 and would leave \$24,133.40 available for spending.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2026-____, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund to Carryforward \$2,133.40 of Unused 2025 Appropriations for the Senior Citizen Travel Account.

Roll Call Vote Required.

Finance-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 CARRYFORWARD
\$2,133.40 OF UNUSED 2025 APPROPRIATIONS FOR THE SENIOR CITIZEN TRAVEL
ACCOUNT

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

WHEREAS, the Common Council approved \$22,000 as a formal budget for the Senior Travel Program; and

WHEREAS, as presented, only 7 trips were taken in 2025 leaving a balance of funds totaling \$2,133.40;

WHEREAS, the senior citizen travel group has requested that unused appropriations from the 2025 budget be carried forward into the 2026 budget for use; and

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

	Recreation	Senior Citizen Travel	Increase	\$2,133.40
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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 ____

January 13, 2026

Mayor and Common Council Members

Franklin City Hall

9229 West Loomis Road

Franklin, WI 53132

Ladies and Gentlemen:

The Franklin Senior Travelers submit the following report for July-December 2025 activity. Franklin Senior Travelers were active for five trips during this time period.

July 18 – Last Potluck Supper, Fireside Theatre, Fort Atkinson – 105 seniors

Sept. 16 – Tony Bennett, Marriott Theatre, Lincolnshire, IL – 76 seniors

Oct. 14 – Oklahoma, Fireside Theatre, Fort Atkinson – 130 seniors

Nov. 26 – Million Dollar Quartet Christmas, Marriott Theatre, Lincolnshire Theatre – 60 seniors

Dec. 12 – A Wonderful Life, Fireside Theatre, Fort Atkinson – 80 seniors

Our 2025 budget was reduced to \$12,000.00. Because of the uncertainty of the remainder of the budget, which was a surprise to us, we only took two trips in the beginning of 2025 until we could get this resolved. Our budget was increased on 6/3/25 by \$10,000.00 after the Common Council approved our emergency request, bringing the total to \$22,000.00. This amount was more practical and in line with previous years. These additional budget dollars allowed us to take five trips in the second half of 2025 versus only two trips in the beginning of 2025. Because of the delay in funding, we were unable to secure additional dates.

Our total transportation cost for 2025 was \$19,866.60. We request that the carryover of \$2,133.40 be moved to our 2026 budget.

With the 2026 finalized budget behind us, we won't be experiencing the problems we encountered in 2025 when our budget was unexpectedly cut.

Our attendance continues to be extremely strong and our seniors look forward to these trips. Many new seniors are participating in the trips each month. As always, the health and safety of Franklin Senior Travelers comes first and that is the number one priority. I am happy to meet with the Common Council to answer any questions you may have.

Sincerely,

Basil Ryan

Franklin Senior Travelers

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/20/2026
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens Travel Program 2025 Year-End Update and Request for Carryover of \$2,133.40 from the 2025 Budget to the 2026 Budget for Senior Citizens Travel Account 01-0521-5721	ITEM NUMBER G. 9.

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annually, reporting in January and July of each year, attached is correspondence from Mr. Basil Ryan regarding the 2025 year-end Senior Citizens Travel activity.

The Franklin Senior Travel Program is funded through the City's general "Recreation" operating fund 01-0521-5721. For 2025, the total budget amount was \$22,000: \$12,000 as approved in the 2025 Budget and then an additional \$10,000 was approved by the Common Council on May 20, 2025 and subsequent Budget Amendment Ordinance No. 2025-2687 on June 3, 2025.

Seven (7) trips were taken in 2025, where the bus transportation was paid by the City, expending \$19,866.60 against the \$22,000 Senior Travel Program Budget for 2025, leaving a remaining balance of \$2,133.40. Per the attached correspondence from Mr. Ryan, he is requesting that the 2025 remaining balance of \$2,133.40 be carried over to the 2026 budget for Account 01-0521-5721.

COUNCIL ACTION REQUESTED

Motion to receive and file the attached 2025 year-end report for the Franklin Senior Citizens Travel Program
AND

Motion to approve the request for carryover of \$2,133.40 from the 2025 budget to the 2026 budget for Senior
Citizens Travel, Account 01-0521-5721.

January 13, 2026

Mayor and Common Council Members

Franklin City Hall
9229 West Loomis Road
Franklin, WI 53132

Ladies and Gentlemen:

The Franklin Senior Travelers submit the following report for July-December 2025 activity. Franklin Senior Travelers were active for five trips during this time period.

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With the 2026 finalized budget behind us, we won't be experiencing the problems we encountered in 2025 when our budget was unexpectedly cut.

Our attendance continues to be extremely strong and our seniors look forward to these trips. Many new seniors are participating in the trips each month. As always, the health and safety of Franklin Senior Travelers comes first and that is the number one priority. I am happy to meet with the Common Council to answer any questions you may have.

Sincerely,

Basil Ryan
Franklin Senior Travelers

2025 Senior Bus Travel Trips - City of Franklin's Tally

				\$12,000 approved in 2025 Budget + \$10,000 more approved by CC on 5/20/2025 by Item G18 & Approved Budget Amendment Ordinance No 2025-2687 on 6/3/2025
	Trip Date	Venue	\$ CITY Budget 01.0521.5721	
1	4/11/2025	West Side Story--Fireside - Two (2) 56 passenger Motor Coach Buses	3,551.19	Paid 5/20/2025
2	5/29/2025	Murder on Orient Express-Fireside - Two (2) 56 passenger Motor Coach Buses	3,584.55	Paid 7/15/2025
3	7/18/2025	The Last Potluck Supper-Fireside - Two (2) 56 passenger Motor Coach Buses	2,585.40	Paid 8/19/2025
4	9/16/2025	Best is Yet to Come/Sean Krill Sings Tony Bennett-Marriott Theatre - Two (2) 56 passenger motor coach buses	2,416.48	Paid 11/18/2025
5	10/24/2025	Oklahoma-Fireside Theatre - Two (2) 56 passenger motor coach buses	3,878.10	Paid 12/16/2025
6	11/26/2025	Million Dollar Quartet Christmas-Marriott Theater - 1 56 passenger motor coach bus	1,265.48	Paid 1/6/2026
7	12/12/2025	A Wonderful Life-Fireside Theater - 2 56 passenger motor coach buses	2,585.40	Paid 1/6/2026
			TOTAL \$ 19,866.60	
			FUNDS REMAINING \$ 2,133.40	

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
		January 20, 2026
REPORTS AND RECOMMENDATIONS	FIRE CHIEF TO PROVIDE AN UPDATE ON FIRE DEPARTMENT FACILITIES AND MOLD REMEDIATION PROJECT AT FIRE STATION #1.	ITEM NUMBER

The tempo of contractor's work at Fire Station #1 has slowed down slightly, due to several circumstances:

- Extended periods of subzero temperatures have delayed additional water testing on exterior brick walls. This testing will include areas where Kelmann Restoration had noted interior water seepage from all north and east facing windows. Until this detailed follow-up water testing can be completed with the masonry restoration contractor and Johnson Controls, necessary repairs to the building envelope cannot be completed. Additionally, if not covered under warranty, the cost of masonry repairs is estimated at over \$12,000 per window. This brick tuckpointing work was completed in late 2024 and was believed to be effective.
- Updated estimates to rebuild the interior of the fire station are being received from several contractors. Because the damage caused by long-term water intrusion was much farther reaching than initially anticipated, fire department staff are reevaluating the budget for this project which was allocated \$50,000 in 2026. In addition to replacing insulation and drywall in multiple rooms, several custom cabinets and countertops in the administrative assistant's office and the dayroom/ kitchen area will need to be replaced. Structural integrity of the sliding glass door in the dayroom area is compromised and it will require repair and replacement. Windows in the fire inspector's office require replacement due to compromised integrity of the window assemblies. Contractors have highly recommended that all windows be replaced with aluminum clad, commercial window assemblies. Currently the fire station windows are residential grade units that are at the end of their service life. A preliminary rebuilding quotation from Kelmann Restoration was received for the amount of \$158,565, which did not include windows.
- We have reached a decision point where the investment in the rebuilding process to Fire Station #1, in its current form, must be evaluated against the overall condition of the structure in relation to the current and future needs of the city.

Work Performed Since Last Update:

Independent third-party inspection and testing to evaluate the effectiveness of the mold remediation project was conducted by Terracon Environmental Consultants during the month of December. Terracon's full report is attached to this council action sheet.

The report findings summary indicated:

"These inspection and air sample verification results indicate that all locations where fungal growth was confirmed have been cleaned to an acceptable degree and meet the clearance criteria, and that all areas in the containment area are clean and dry, and ready for reconstruction, after the source of the water intrusion has been secured/rectified, which has reportedly not been completed as of the timing of this report."

Next Steps:

Considering the current and long-term needs of the community, Fire Station #1 is our busiest fire station responding to over half of the 5,282-emergency medical and fire calls for service last year. Its response areas include two of the fastest growing areas of the city, the northwest and southwest quadrants. When Fire Station #1 was built, 46 years ago, the fire department was providing a small fraction of the services we are today and utilized part time “Paid on call” personnel.

We are currently maximizing the use of space at all three fire stations and have absolutely no room for new growth. There are currently five (5) fulltime firefighter/paramedics assigned to Fire Station #1 around the clock, 365 days of the year. Additionally, the station serves as the department headquarters with five (5) fulltime command and administrative staff with workspaces throughout the building. All department training and community relations activities are conducted in the classroom at Fire Station #1. We currently do not have any additional office space for our new Community Paramedic Officer, nor our part-time fire inspector position (currently unfunded).

The current size of Fire Station #1 measures 12,375 square feet. A 2021 analysis conducted by Kueny Architects, LLC during the planning phase for the construction of a new fire station adjacent to the City of Franklin DPW facilities showed the need for 21,347 square feet to meet the current and future needs of the community. A copy of this report is attached.

As mentioned previously, we are at a critical decision point in this project. Estimated costs to repair and rebuild Fire Station #1 to its previous condition are drastically increasing. The proposal to solicit Requests For Qualifications from architectural design firms to identify options for Fire Station #1 renovation, expansion or replacement is presented in a separate council action item.

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

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

COUNCIL ACTION REQUESTED

Motion to accept the report and place on file.

Custom Restoration, Inc.
P.O. Box 129
Sussex, WI 53089-0068
(O) 262-820-3030
scott@totalmasonryrepair.com

November 19, 2025

Submitted To:
Leonard Tarnow
Johnson Controls
219-216-5603
leonard.tarnow@jcj.com

Project: Franklin Fire Station #1

Custom Restoration, Inc. hereby proposes to furnish labor, materials and insurance to complete the work as described. Custom Restoration, Inc. has examined the interior leaks from the interior lintels. The proposed restoration is as follows:

Exterior

- 1) Provide scaffolding to access the work area.
- 2) Remove half the bricks as noted on the picture illustration. Inspect masonry behind the removed areas for potential leaks and construction methods. Based on findings, make additional repairs and complete water test to ensure the leaks have been stopped. If successful repeat repairs on the other half of the window and provide another water test.
- 3) Lightly wash areas of dust and debris.
- 4) Cleanup and remove all debris.
- 5) Extra brick are onsite.
- 6) To be completed on a Time and Material basis. Material markup is 10% not including any freight. Mortar is only material included with this estimate. Hourly Rate is \$104.00/hr/man. It is estimated to have three (3) crew members onsite for three (3) days. Setup/Removal fee is \$550.00.
- 7) This is an estimated amount of time, if more time is needed there will be additional charges.

Estimated Cost of Labor: \$9,364.00.

Interior

- 1) Remove the first course of block to inspect steel beam or angle. Based on steel condition either restore or replace.
- 2) There are no materials included with this estimate.
- 3) To be completed on a Time and Material basis. Material markup is 10% not including any freight. Mortar is only material included with this estimate. Hourly Rate is \$104.00/hr/man. It is estimated to have three (3) crew members onsite for three (1) days. Setup/Removal fee is \$550.00 if completed at a different time.

Estimated Cost of Labor: \$2,808.00.

Custom Restoration, Inc. appreciates the opportunity to provide you with a written proposal for your project.

Respectfully Submitted,

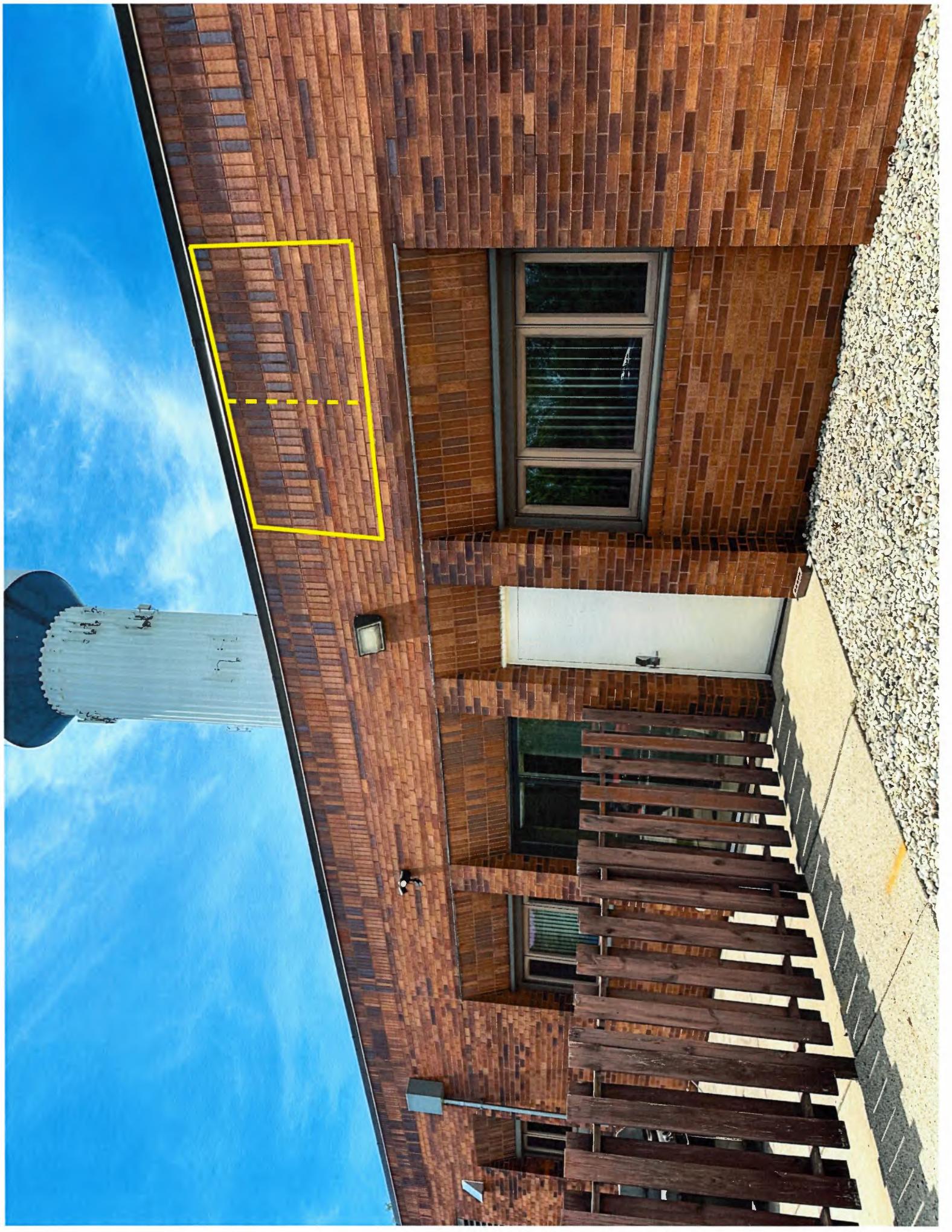
Scott Krznarich

Scott Krznarich, President

Authorization

Date

The proposal may be withdrawn by Custom Restoration, Inc., if not accepted within thirty (30) days. Quotations are subject to correction for stenographic error or omissions.





Assistant Chief Robert Manke

Fire Station 1

8901 W. Drexel Ave.

Franklin WI. 53132

10-03-2025

**Repairs of Offices, Hallway, Bathrooms, Locker Rooms,
Printing Office, Storage Rooms, Rooms outside the containment. Excluding Fire Truck
area and back area with floor tile.**

- **Proposal:**

Repairs

- Installing Insulation Inside wall cavities in all areas
- Installing Vapor barrier on exterior walls
- Installing studs where needed
- Replacement of aluminum studs where needed.
- Installing drywall
- Taping and mudding
- Texture of walls
- Prepping floors and ceiling for painting
- Installing covebase and baseboards.
- Resetting of windowsills
- Filling nail holes on trim and sills
- Reinstalling paneling in one of the offices
- Installing cover plates
- Reinstalling dishwasher, stove, washer, garbage disposal and sink. Plumber will take care of this
- Install base tile in laundry room
- Electrician for Kitchen hookups
- Install new basic grade cabinets. Custom cabinets will have to adjust estimate.
- Install if sink
- Install countertops
- Installation of towel dispenser and soap dispenser
- Installation of desk
- Installation of screens
- Removal of containment

- Final clean of area that was worked on.
- Carpet cleaning of offices

Considerations:

- Power must be accessible on site.
- Water must be accessible on site.
- Work will be completed on 8-to-10-hour shifts during business days.
- It's recommended that people stay out of the work area while remediation is being done to help prevent cross-contamination.

Total for work listed above not to exceed \$158,565.98 for remediation

Should labor hours or materials total below expectations; Kelmann Restoration will issue a credit if possible.



4900 South Pennsylvania Avenue, Suite 100
Cudahy, Wisconsin 53110
P (414) 423-0255
F (414) 423-0255
Terracon.com

December 17, 2025

City of Franklin – Fire Department
8901 West Drexel Avenue
Franklin, Wisconsin 53132

Attn: Mr. James Mayer, Fire Chief
P (414) 427-7580
E JMayer@franklinwi.gov

RE: Post Remediation Verification Report
Franklin Fire Station No. 1
8901 West Drexel Avenue
Franklin, Wisconsin 53132
Terracon Project No. 58257126

Dear Mr. Mayer:

Terracon Consultants, Inc. (Terracon) is pleased to provide this report to the City of Franklin – Fire Department (Client) for post-remediation verification assessment services at the Franklin Fire Station No. 1 located at 8901 West Drexel Avenue, Franklin, Wisconsin. After Terracon's initial visit to the site on March 6, 2025, suspected visible fungal growth (SVFG) was observed/confirmed. The City of Franklin subcontracted Kelmann Restoration (the restoration contractor) to complete mold abatement services. After Kelmann Restoration's remedial activities, Terracon performed a post-remediation verification assessment in accordance with Terracon's April 10, 2025, proposal for microbial evaluation.

A Category 1¹ water intrusion from rainwater events over time impacted interior building materials creating water damage within the offices along the north wall of the building and the kitchen area along the eastern wall of the building. Kelmann Restoration reportedly used

¹ **Category 1.** This type of water originates from a sanitary source and does not pose substantial risk from dermal, ingestion, or inhalation exposure. Sources include broken water supply lines, tub, or sink overflows with no contaminants, falling snow, falling rainwater, broken toilet tanks, and toilet bowls that do not contain contaminants or additives (as defined by the Institute of Inspection Cleaning and Restoration Certification, IICRC). The cleanliness of Category 1 water may deteriorate to Category 2 or Category 3 water due to contact with building materials, systems, and contents (due to age and history of the structure, previous water losses, general housekeeping, elapsed time, or elevated temperature), and mixing with soils and other contaminants.

visual remediation methods in the impacted areas to remove microbial-impacted building materials and clean and disinfect surfaces within a containment area. In addition, Kellmann Restoration reportedly cleaned the Fire Station's Heating, Ventilation and Air Conditioning (HVAC) systems and wiped down and disinfected surfaces outside of the containment area as well. On December 10, 2025, William Driggett, Field Environmental Engineer, conducted a visual inspection and completed air sampling services inside and outside of the contained area following remediation.

1.0 Evaluation Criteria and Methods

1.1 Visual Evaluation

Visual evaluation was conducted to observe and document existing conditions in the remediation areas. The remediated areas should be clean, dry, and have no visible dust or debris on surfaces. Water-damaged building materials and suspected visible fungal growth should not be observed.

1.2 Air Sampling for Microbial Analysis

There are no State or Federal exposure limits established for fungal aerosols. There are currently no regulatory standards or medically based threshold limits or dose-response relationships for exposure to airborne or surface concentrations of fungal spores. Terracon relies upon experience, professional judgment, current scientific literature, guidelines, and recommendations made by professional organizations and experts, and statistical methods in interpreting fungal sampling results.

High variability in airborne fungal spore concentrations can exist in different geographic locations, during different seasons, and weather patterns, and over the course of a given day. As a rule, indoor air fungal spore concentrations in a mechanically ventilated building are typically less than, but with a similar spore type distribution as fungal spore concentrations found in the outside environment. Fungal growth on indoor building surfaces may contribute aerosolized spores to the indoor air biodiversity. To help interpret the sampling results, we compared indoor air and outdoor air measurements.

Terracon interprets sample results for airborne fungi by comparing total airborne concentrations and the distributions of fungal spore genera in samples from indoor locations to samples from outdoor locations. The following comparisons are performed. Other information may be used for interpretation on a case-by-case basis.

- In general, total airborne fungal concentrations measured at indoor test locations should be lower than those outdoors.

- If total indoor air fungal spore concentrations are higher than those measured outdoors, indoor fungal sources may be suspected.
- In general, airborne fungal spore genera observed in samples at indoor test locations should have a similar distribution as those at outdoor locations.

Terracon collected air samples for total fungal spores for microscopic examination using Air-O-Cell® sampling cassettes and a portable sampling pump calibrated at a flow rate of 15 liters per minute. Air samples were collected for five minutes. The flow rate was checked prior to the sampling using the factory-supplied rotameter. Samples were collected at representative indoor and outdoor sample locations.

Collected samples were delivered under chain-of-custody (COC) protocol to Eurofins Scientific (Eurofins), Marlton, New Jersey. Eurofins is accredited by the AHIA® Laboratory Accreditation Programs, LLC under the Environmental Microbiology Laboratory Accreditation Program (103005).

2.0 Findings

2.1 Visual Inspection

Wallpaper, drywall, cove base, and cabinets were removed within the restoration area. Exposed gypsum wallboard in the restoration areas (where no confirmed fungal growth was found) were inspected and found to be clean and dry.

The remediated areas in the offices along the north hallway and the kitchen area along the east wall had been cleaned using HEPA²-filtered vacuums and scrubbing or wiping with a detergent and disinfectant solution (Decon 30 as reported by Kelmann) and then covered with an anti-microbial coating. There were HEPA-filtered re-circulating air cleaners in the remediated areas. Remediated areas were clean and dry. There was no visible fungal growth on surfaces based on Terracon's visual inspection.

2.2 Air Sampling for Fungal Spores

Two indoor air samples were collected for total fungal spores for remediation verification. One was collected inside the containment area from the central hallway at the intersection of the Fire Chiefs office and the hallway to the kitchen area. The second indoor sample was collected from outside the containment area in the training room located in the southern part of the building. Two air samples were collected at outdoor locations for results

² High-efficiency particulate air

comparison with indoor air samples. A summary of the air sample results is provided in Table 1. The laboratory analytical report is also attached.

Table 1: Air Sample Results Summary

Sample Location	North Exterior	Central Hallway	Training Room	South Exterior
Sample #	1	2	3	4
Taxa	Spore Count per Cubic Meter, count/m ³			
Basidiospores	110	-	-	53
<i>Cladosporium</i>	-	110	-	-
Epicoccum	13	-	-	-
<i>Other brown</i>	27	-	-	-
Smuts/Myxomycetes		13	-	-
<i>Sporidesmium</i>	13	-	-	-
Total	160	120	<13	53

- = Not Detected

Total Spores in the laboratory analytical report was rounded to two significant figures to reflect analytical precision hence the total spore counts do not match the added-up spore counts

Outdoor air total fungal spores averaged 106.5 counts per cubic meter (counts/m³) of air and ranged from 53 counts/m³ to 160 counts/m³ for two samples. The indoor air total fungal spore levels measured at two locations were lower than the outdoor air average. The outdoor air *Basidiospores* average concentration for the two outdoor air samples was 82 counts/m³. There were low levels of *Cladosporium* types of spores detected at the central hallway sample location indoors, 110 counts/m³. These are more likely to be artifacts of remediation work and should clear with normal building ventilation. There were none detected in outdoor air samples. These results indicate that the air samples have met the clearance sample criteria. Please refer to the attached laboratory analytical report.

These inspection and air sample verification results indicate that all locations where fungal growth was confirmed have been cleaned to an acceptable degree and meet the clearance criteria, and that all areas in the containment area are clean and dry, and ready for re-construction, after the source of the water intrusion has been secured/rectified, which has reportedly not been completed as of the timing of this report.

Terracon appreciates the opportunity to provide these services to the City of Franklin – Franklin Fire Department. If we can provide any additional environmental, occupational health, or safety-related services, please contact Paul Lenaker at (414) 209-7637.

Sincerely,

Terracon

Will Driggett

William G. Driggett
Field Environmental Engineer

PL

(for) Bradley S. Knipper
Authorized Project Reviewer

Attachment: Analytical Report



Built Environment Testing

Report for:

Paul Lanaker
Terracon - WI
4900 S. Pennsylvania Ave
Suite 100
Cudahy, WI 53110

Regarding: Eurofins Built Environment Testing East, LLC
Project: 58257126; Franklin Fire Department
EML ID: 4340930

Approved by:

Dates of Analysis:
Spore trap analysis: 12-12-2025

Technical Manager
Ariunaa Jalsrai

Service SOPs: Spore trap analysis (EB-MY-S-1038)
AIHA LAP, LLC accredited service, Lab ID #103005

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

Eurofins Built Environment Testing East, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Built Environment Testing East, LLC's LabServe® reporting system includes automated fail-safes to ensure that all AIHA LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins Built Environment Testing East, LLC
 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053
 (866) 871-1984 www.eurofinsus.com/Built

Client: Terracon - WI
 C/O: Paul Lanaker
 Re: 58257126, Franklin Fire Department

Date of Sampling: 12-10-2025
 Date of Receipt: 12-11-2025
 Date of Report: 12-15-2025

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	North Exterior: Outside building to the north			Inside Containment: Central hallway inside containment		
Comments (see below)	None			None		
Lab ID-Version†:	21739378-1			21739379-1		
Analysis Date:	12/12/2025			12/12/2025		
	raw ct.	% read	spores/m ³	raw ct.	% read	spores/m ³
Ascospores						
Basidiospores	2	25	110			
Chaetomium						
Cladosporium				2	25	110
Curvularia						
Epicoccum	1	100	13			
Fusarium						
Myrothecium						
Nigrospora						
Other brown	2	100	27			
Other colorless						
Penicillium/Aspergillus types†						
Pithomyces						
Rusts						
Smuts, Periconia, Myxomycetes				1	100	13
Sporidesmium	1	100	13			
Stachybotrys						
Stemphylium						
Torula						
Ulocladium						
Zygomycetes						
Background debris (1-4+)	1+			1+		
Hyphal fragments/m ³	< 13			< 13		
Pollen/m ³	< 13			< 13		
Skin cells (1-4+)	< 1+			1+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m³			160			120

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for sample volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m³ has been rounded to two significant figures to reflect analytical precision.

Eurofins Built Environment Testing East, LLC
 3000 Lincoln Drive East, Suite A, Marlton, NJ 08053
 (866) 871-1984 www.eurofinsus.com/Built

Client: Terracon - WI
 C/O: Paul Lanaker
 Re: 58257126; Franklin Fire Department

Date of Sampling: 12-10-2025
 Date of Receipt: 12-11-2025
 Date of Report: 12-15-2025

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	Outside Containment: Training room outside containment			South Exterior: Outside south exterior of building		
Comments (see below)	A			None		
Lab ID-Version†:	21739380-1			21739381-1		
Analysis Date:	12/12/2025			12/12/2025		
	raw ct.	% read	spores/m ³	raw ct.	% read	spores/m ³
Ascospores						
Basidiospores				1	25	53
Chaetomium						
Cladosporium						
Curvularia						
Epicoccum						
Fusarium						
Myrothecium						
Nigrospora						
Other brown						
Other colorless						
Penicillium/Aspergillus types†						
Pithomyces						
Rusts						
Smuts, Periconia, Myxomycetes						
Sporidesmium						
Stachybotrys						
Stemphylium						
Torula						
Ulocladium						
Zygomycetes						
Background debris (1-4+)	1+			< 1+		
Hyphal fragments/m ³	< 13			< 13		
Pollen/m ³	< 13			< 13		
Skin cells (1-4+)	1+			< 1+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m³			< 13			53

Comments: A) No spores detected.

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

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§ Total Spores/m³ has been rounded to two significant figures to reflect analytical precision.

Eurofins Built Environment Testing East, LLC
3000 Lincoln Drive East, Suite A, Marlton, NJ 08053
(866) 871-1984 www.eurofinsus.com/Built

Client: Terracon - WI
C/O: Paul Lanaker
Re: 58257126; Franklin Fire Department

Date of Sampling: 12-10-2025
Date of Receipt: 12-11-2025
Date of Report: 12-15-2025

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Alexandria Fuentes

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by AIHA LAP, LLC, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Terracon - WI
 C/O: Paul Lanaker
 Re: 58257126; Franklin Fire Department

Date of Sampling: 12-10-2025
 Date of Receipt: 12-11-2025
 Date of Report: 12-15-2025

MoldSCORE™: Spore Trap Report

Outdoor Sample: North Exterior Outside building to the north

Fungi Identified	Outdoor sample spores/m ³				Raw count	Spores/m ³
	<100	1K	10K	>100K		
Generally able to grow indoors*						
Alternaria	ND	ND	ND	ND	ND	< 13
Bipolaris/Drechslera group	ND	ND	ND	ND	ND	< 13
Chaetomium	ND	ND	ND	ND	ND	< 13
Cladosporium	ND	ND	ND	ND	ND	< 13
Curvularia	ND	ND	ND	ND	ND	< 13
Epicoccum	1	ND	ND	ND	1	13
Nigrospora	ND	ND	ND	ND	ND	< 13
Other brown	2	ND	ND	ND	2	27
Penicillium/Aspergillus types†	ND	ND	ND	ND	ND	< 13
Sporidesmium	1	ND	ND	ND	1	13
Stachybotrys	ND	ND	ND	ND	ND	< 13
Torula	ND	ND	ND	ND	ND	< 13
Seldom found growing indoors**						
Ascospores	ND	ND	ND	ND	ND	< 13
Basidiospores	2	ND	ND	ND	2	110
Rusts	ND	ND	ND	ND	ND	< 13
Smuts, Periconia, Myxomycetes	ND	ND	ND	ND	ND	< 13
Total					160	

Location: Inside Containment Central hallway inside containment

Fungi Identified	Indoor sample spores/m ³				Raw count	Spores/m ³	MoldSCORE†			
	<100	1K	10K	>100K			100	200	300	Score
Generally able to grow indoors*										
Alternaria	ND	ND	ND	ND	ND	< 13	100	100	100	100
Bipolaris/Drechslera group	ND	ND	ND	ND	ND	< 13	100	100	100	100
Chaetomium	ND	ND	ND	ND	ND	< 13	107	107	107	107
Cladosporium	2	ND	ND	ND	2	110	100	100	100	100
Curvularia	ND	ND	ND	ND	ND	< 13	100	100	100	100
Nigrospora	ND	ND	ND	ND	ND	< 13	100	100	100	100
Penicillium/Aspergillus types†	ND	ND	ND	ND	ND	< 13	100	100	100	100
Stachybotrys	ND	ND	ND	ND	ND	< 13	100	100	100	100
Torula	ND	ND	ND	ND	ND	< 13	100	100	100	100
Seldom found growing indoors**										
Ascospores	ND	ND	ND	ND	ND	< 13	100	100	100	100
Basidiospores	ND	ND	ND	ND	ND	< 13	100	100	100	100
Rusts	ND	ND	ND	ND	ND	< 13	100	100	100	100
Smuts, Periconia, Myxomycetes	1	ND	ND	ND	1	13	103	103	103	103
Total						120				107

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 (866) 871-1984 www.eurofinsus.com/Built

Client: Terracon - WI
 C/O: Paul Lanaker
 Re: 58257126; Franklin Fire Department

Date of Sampling: 12-10-2025
 Date of Receipt: 12-11-2025
 Date of Report: 12-15-2025

MoldSCORE™: Spore Trap Report

Location: Outside Containment Training room outside containment

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3	MoldSCORE‡		
	<100	1K	10K	>100K			100	200	300
Generally able to grow indoors*									
Alternaria					ND	< 13			100
Bipolaris/Drechslera group					ND	< 13			100
Chaetomium					ND	< 13			100
Cladosporium					ND	< 13			100
Curvularia					ND	< 13			100
Nigrospora					ND	< 13			100
Penicillium/Aspergillus types†					ND	< 13			100
Stachybotrys					ND	< 13			100
Torula					ND	< 13			100
Seldom found growing indoors**									
Ascospores					ND	< 13			100
Basidiospores					ND	< 13			100
Rusts					ND	< 13			100
Smuts, Periconia, Myxomycetes					ND	< 13			100
Total						N/A			
Final MoldSCORE									
100									

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

†The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods.

‡Rated on a scale from 100 to 300. A rating less than 150 is low and indicates a low probability of spores originating inside. A rating greater than 250 is high and indicates a high probability that the spores originated from inside, presumably from indoor mold growth. A rating between 150 and 250 indicates a moderate likelihood of indoor fungal growth. MoldSCORE is NOT intended for wall cavity samples. It is intended for ambient air samples in residences. Using the analysis on other samples (like wall cavity samples) will lead to misleading results.

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MoldSCORE™: Spore Trap Report

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Alexandria Fuentes

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MoldSCORE™: Spore Trap Report

Outdoor Sample: South Exterior Outside south exterior of building

Fungi Identified	Outdoor sample spores/m3				Raw count	Spores/m3
	<100	1K	10K	>100K		
Generally able to grow indoors*						
Alternaria					ND	< 13
Bipolaris/Drechslera group					ND	< 13
Chaetomium					ND	< 13
Cladosporium					ND	< 13
Curvularia					ND	< 13
Nigrospora					ND	< 13
Penicillium/Aspergillus types†					ND	< 13
Stachybotrys					ND	< 13
Torula					ND	< 13
Seldom found growing indoors**						
Ascospores					ND	< 13
Basidiospores	1				1	53
Rusts					ND	< 13
Smuts, Periconia, Myxomycetes					ND	< 13
Total						53

Location: Inside Containment Central hallway inside containment

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3	MoldSCORE‡			
	<100	1K	10K	>100K			100	200	300	Score
Generally able to grow indoors*										
Alternaria					ND	< 13				100
Bipolaris/Drechslera group					ND	< 13				100
Chaetomium					ND	< 13				100
Cladosporium	1				2	110				107
Curvularia					ND	< 13				100
Nigrospora					ND	< 13				100
Penicillium/Aspergillus types†					ND	< 13				100
Stachybotrys					ND	< 13				100
Torula					ND	< 13				100
Seldom found growing indoors**										
Ascospores					ND	< 13				100
Basidiospores					ND	< 13				100
Rusts					ND	< 13				100
Smuts, Periconia, Myxomycetes	1				1	13				103
Total										107
Final MoldSCORE										

Client: Terracon - WI
 C/O: Paul Lanaker
 Re: 58257126; Franklin Fire Department

Date of Sampling: 12-10-2025
 Date of Receipt: 12-11-2025
 Date of Report: 12-15-2025

MoldSCORE™: Spore Trap Report

Location: Outside Containment Training room outside containment

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3	MoldSCORE‡		
	<100	1K	10K	>100K			100	200	300
Generally able to grow indoors*									
Alternaria					ND	< 13			100
Bipolaris/Drechslera group					ND	< 13			100
Chaetomium					ND	< 13			100
Cladosporium					ND	< 13			100
Curvularia					ND	< 13			100
Nigrospora					ND	< 13			100
Penicillium/Aspergillus types†					ND	< 13			100
Stachybotrys					ND	< 13			100
Torula					ND	< 13			100
Seldom found growing indoors**									
Ascospores					ND	< 13			100
Basidiospores					ND	< 13			100
Rusts					ND	< 13			100
Smuts, Periconia, Myxomycetes					ND	< 13			100
Total						N/A			
							Final MoldSCORE	100	

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

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MoldSCORE™: Spore Trap Report

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Project Analyst



Analyst: Alexandria Fuentes

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 C/O: Paul Lanaker
 Re: 58257126; Franklin Fire Department

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 Date of Receipt: 12-11-2025
 Date of Report: 12-15-2025

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: North Exterior, Outside building to the north

Fungi Identified	Outdoor data	Typical Outdoor Data for:						Typical Outdoor Data for:					
		December in Wisconsin† (n‡=209)						The entire year in Wisconsin† (n‡=5715)					
	spores/m ³	very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Generally able to grow indoors*													
Alternaria	-	7	13	22	44	75	22	13	22	60	180	310	61
Bipolaris/Drechslera group	-	-	-	-	-	-	4	7	9	13	27	40	8
Chaetomium	-	-	-	-	-	-	5	7	13	13	27	40	4
Cladosporium	-	27	53	180	430	810	73	89	180	920	3,500	6,200	90
Curvularia	-	-	-	-	-	-	2	7	13	13	27	44	8
Epicoccum	13	13	13	22	53	67	30	13	13	40	110	200	48
Nigrospora	-	-	-	-	-	-	8	7	13	13	44	67	18
Other brown	27	7	7	13	27	50	12	7	13	13	40	53	16
Penicillium/Aspergillus types	-	27	27	89	210	350	53	40	53	160	430	690	48
Sporidesmium	13	-	-	-	-	-	< 1	-	-	-	-	-	< 1
Stachybotrys	-	-	-	-	-	-	1	7	13	17	40	120	< 1
Torula	-	-	-	-	-	-	1	7	13	22	47	110	8
Seldom found growing indoors**													
Ascospores	-	17	27	89	250	460	41	53	130	530	2,000	3,500	82
Basidiospores	110	27	53	180	680	1,300	71	110	270	1,500	5,100	8,800	91
Rusts	-	-	-	-	-	-	9	13	13	27	89	160	34
Smuts, Periconia, Myxomycetes	-	7	13	22	53	110	42	13	13	40	120	210	56
§ TOTAL SPORES/m³		160											

†The 'Typical Outdoor Data' represents the typical outdoor spore levels for the location and time frame indicated. The last column represents the frequency of occurrence. The very low, low, med, high, and very high values represent the 10, 20, 50, 80, and 90 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 20% of the time it is present in levels above the detection limit and below 53 spores/m³. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

§ Total Spores/m³ has been rounded to two significant figures to reflect analytical precision.

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

‡n = number of samples used to calculate data.

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 C/O: Paul Lanaker
 Re: 58257126; Franklin Fire Department

Date of Sampling: 12-10-2025
 Date of Receipt: 12-11-2025
 Date of Report: 12-15-2025

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: South Exterior, Outside south exterior of building

Fungi Identified	Outdoor data	Typical Outdoor Data for:						Typical Outdoor Data for:					
		December in Wisconsin† (n‡=209)						The entire year in Wisconsin† (n‡=5715)					
	spores/m ³	very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Generally able to grow indoors*													
Alternaria	-	7	13	22	44	75	22	13	22	60	180	310	61
Bipolaris/Drechslera group	-	-	-	-	-	-	4	7	9	13	27	40	8
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Epicoccum	-	13	13	22	53	67	30	13	13	40	110	200	48
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Sporidesmium	-	-	-	-	-	-	< 1	-	-	-	-	-	< 1
Stachybotrys	-	-	-	-	-	-	1	7	13	17	40	120	< 1
Torula	-	-	-	-	-	-	1	7	13	22	47	110	8
Seldom found growing indoors**													
Ascospores	-	17	27	89	250	460	41	53	130	530	2,000	3,500	82
Basidiospores	53	27	53	180	680	1,300	71	110	270	1,500	5,100	8,800	91
Rusts	-	-	-	-	-	-	9	13	13	27	89	160	34
Smuts, Periconia, Myxomycetes	-	7	13	22	53	110	42	13	13	40	120	210	56
§ TOTAL SPORES/m³	53												

†The "Typical Outdoor Data" represents the typical outdoor spore levels for the location and time frame indicated. The last column represents the frequency of occurrence. The very low, low, med, high, and very high values represent the 10, 20, 50, 80, and 90 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 20% of the time it is present in levels above the detection limit and below 53 spores/m³. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

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MoldRANGE™: Extended Outdoor Comparison

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Project Analyst



Analyst: Alexandria Fuentes

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City of Franklin
DPW Fire Station #2
Space Needs Assessment and Master Plan
Kueny Architects, LLC
November 16, 2021
Draft 2 Report



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City of Franklin DPW Fire Station #2**Space Needs Assessment and Master Plan**

Fire Station #2 Spatial Conditions Summary – Option A302.1 & A303 17

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FIRE STATION #2

The City of Franklin staffs 3 fire stations, specifically,

- Station #1, Headquarters, 8901 W. Drexel Avenue,
- Station #2, 9911 S. 60th Street,
- Station #3, 4755 W. Drexel Avenue,

Our preliminary discussions with the Department revealed they were interested in the possibility of relocating Station 2's company more towards the southwest, servicing a growing area which lacks a "service presence" there. Also, we learned Station #1 was in need of additional storage and future expansion space. After discussing and presenting several options, Option 2 became the preferred favorite.

The New Station #2 plan foresees, relocating the administrative portion of Station #1 to Ryan Road as a standalone two-story "New Fire Station #2". Administrative headquarters would occupy the 2nd floor while a "transferred" Company #2 would occupy the ground level. Such a move would free up space at Station 1 and allow for continued expansion there as well as provide a station more towards the southwest and the growing parts of the City. The vacated Station 2 would be repurposed and probably used as an equipment storage facility for the Parks Department. Station #3 remains "as is". Our continued analysis will determine the feasibility and requirements of such a master plan and estimated construction costs.

EXISTING SITE

Station #2 has been servicing the southeast portion of the City for several decades. The Station lies within the City's industrial park to the east and residential district to the northeast. The 2.8-acre site consists of a building footprint of 8,336 square feet along with employee parking for 13. The Station Company consists of (4) firefighters.

Fire Station #2 – 9911 S. 60th Street

Preliminary discussions have focused on several planning possibilities, one being the relocation of Station #2 into the (DPW) program at Ryan Road. Built as a standalone facility, the new Station #2 would be larger with Administrative headquarters relocated from Station #1 planned for the 2nd floor and all new ground floor buildout for the new Station #2.

Being part of the building program at Ryan Road could possibility be less expensive than building it as a stand-alone somewhere else. To prepare these operations for the future, we have completed the following space needs analysis and determined a new 2-story facility would require approximately 21,347 square feet.

Operations – Staffing

Current and Future, City of Franklin's Fire Station #2 staff consists of 8 Full Time Employees (FTE's) specifically;

- (1) Fire Chief
- (2) Assistant Chiefs
- (1) Administrative Assistant
- (1) Risk Reduction/Inspection
- (1) Training Officer (Future)
- (1) Asst. Fire Inspector (Future)
- (2) Engine/Truck Co.
- (2) Paramedic Unit
- (2) Engine/Truck (Future)
- (2) Paramedic Unit (Future)

Over the next 20 years the staff is expected to grow by 6. The new building is equipped to absorb the noted future equipment and personnel.

Operations – Administration

Currently there exists (2) medium size offices for Station #2's personnel, (1) office at 164 and (1) at 97 square feet. Total administrative space equals, 261 square feet.

In the future, The City of Franklin foresees the possibility of two companies eventually being housed at this facility.

See Plan A300.

Recommendation #1:

We recommend further design and construction of 548 square feet of new construction for the administrative spaces for Station #2 ground floor. The space includes (2) hard-wall offices, one at 143 SF and one at 132 SF. Additionally a 120 SF waiting room should be planned and a 153 SF conference room be supplied. An additional 2,092 SF is planned for circulation on the 1st floor.

Recommendation #2:

The relocation of Administrative Headquarters from Station #1 to the second floor of Ryan Road requires an additional 4,226 square feet, this includes (8) offices 183 SF, 191 SF, 107 SF, 133 SF, 176 SF, 247 SF, 194 SF, 194 SF. Additionally the following rooms should be provided; (1) 144 SF waiting room, (1) 262 SF conference room, (1) green roof 1,702 SF, (1) 113 SF work area, (1) Toilet, 69 SF, (1) support space 138 SF and (1) conference room 373 SF. An additional 1,112 SF is planned for circulation on the 2nd floor.

See Plan A302.1

Operations – Amenities

The current 1,889 square feet of amenities space for (1) company of 8 includes the following spaces:

- A kitchen at 164 SF, dining area at 144 SF, day room at 319 SF, exercise room at 306 SF, officer's quarters at 138 SF, and sleeping area at 567 SF.
- A laundry room at 76 SF and (2) showers, (1) at 102 SF and (1) at 72 SF.

See Plan A300.

Recommendations:

For Amenity spaces, we recommend further design and construction of 2,768 square feet of new construction. The ground floor amenities, should be planned to accommodate (2) fire companies each with a crew of (8). We recommend planning 992 square feet for (8) sleeping quarters each with 124 SF apiece, (3) showers each at 89 SF, 88 SF, 87 SF and (1) laundry room 76 SF. (1) toilet at 90 SF, (1) fitness room, 456 SF, (1) pantry at 58 SF and (1) storage room at 72 SF. Lastly, (1) kitchen at 484 SF and (1) day room at 274 SF. The 2nd level amenities should include (1) women's restroom at 209 SF and (1) men's restroom at 180 square feet totaling 389 square feet.

Operations – Equipment Storage & Training Space

The current 733 square feet of equipment storage space for (1) company of 8 includes the following spaces using **Plan A300** specifically;

- A maintenance storage space at 287 SF, toilet 48 SF, turn out gear at 111 SF, EMS clean room at 68 SF, SCBA filling room at 61 SF, SCBA workroom at 74 SF, EMS storage room at 62 SF, and storage closet at 22 SF.

Recommendations:

For the ground level, we recommend further design and construction of 1,872 square feet of new construction providing the following spaces; (1) report/radio space 197 SF, (1) radio space 22 SF, (1) Toilet 89 SF, (1) support room 300 SF, (1) ems room 296 SF, (1) scba room 90 SF, (1) ems room at 127 SF, (1) turn out room at 297 SF, (1) maintenance space, 188 SF, (1) hose tower/drying rack 39 SF and (1) training stair 227 SF.

See Plan A302.1

For the 2nd level, we recommend further design and construction of 1,453 square feet of new construction providing the following spaces, (1) continued hose tower/drying rack 39 SF, (1) continuation of training stair, 227 SF (1) Training/classroom space 1,108 SF and (4) closets, (2) at 17 SF, (1) at 15 SF and (1) at 30 SF.

[See Plan A303.](#)

[Operations – Apparatus Storage](#)

City of Franklin currently stores (5-6) fire response vehicles, trailers and small equipment in the 3,936 square foot heated storage in the apparatus room.

[Recommendations:](#)

We recommend providing 6,889 square feet of warm apparatus storage space consisting of (4) drive thru bays approximately 100' deep by 16' wide.

[See Plan A302.1](#)

City of Franklin Fire Station #2

Current & Proposed Spaces	Square Feet	Propose
Circulation	549	3,204
Administrative Offices - ground level	261	548
Administrative Offices - 2nd level	0	4,226
Amenities – ground level	1,889	2,768
Amenities – 2nd level	0	389
Equipment Storage & Training Space - ground level	733	1,872
Equipment Storage & Training Space - 2nd level	0	1,453
Support	968	0
Apparatus Storage	3,936	6,889
Total Overall	8,336	21,349

Our space needs analysis revealed City of Franklin's current and future space needs for a new Fire Station #2 – Headquarters is 21,349 square feet. The estimated 2021 cost for the new 2-story Ryan Road facility is estimated to be between \$5.5 - \$6.0 million dollars for construction cost and a total estimated project cost of between \$5.8 - \$6.5 million dollars.

City of Franklin Fire Station #2 Spatial Needs Assessment

Administrative Personnel (40 Hr)	
Fire Chief	1
Assistant Chiefs	2
Administrative Assistant	1
Risk Reduction/Inspection	1
Training Officer (future)	1
Asst. Fire Inspector (future)	1
Office Total	7

Shift Personnel (24 Hr)	
Engine/Truck Co.	2
Paramedic Unit	2
Engine/Truck (future)	2
2nd Paramedic Unit (future)	2
Shift (Bunk) Total	8

Apparatus Needs

Engine 112 (drive through)	
Med 112 (drive through)	
Truck 112	
Tender 11	
Brush Truck 112	
Survive Alive™ Trailer (indoor)	
TRT Trailer (outdoor)	
Fuel spill trailer (outdoor)	
1933 Pumper "Betsey" (Display?)	
Utility/Pick-up (future)	
Back-up/2nd Med Unit (future)	

Other Considerations:

- Functional Hose/Training tower
- Separate Admin Spaces (vertical?)
- Basement training area

Franklin DPW / Fire

Department Legend

Legend for the Apparatus Bay diagram:

- Apparatus Bay
- Circulation
- Company 1
- Company 1 and 2
- Company 2
- Operational



1 Fire - LEVEL 1 - First Floor - Option 2



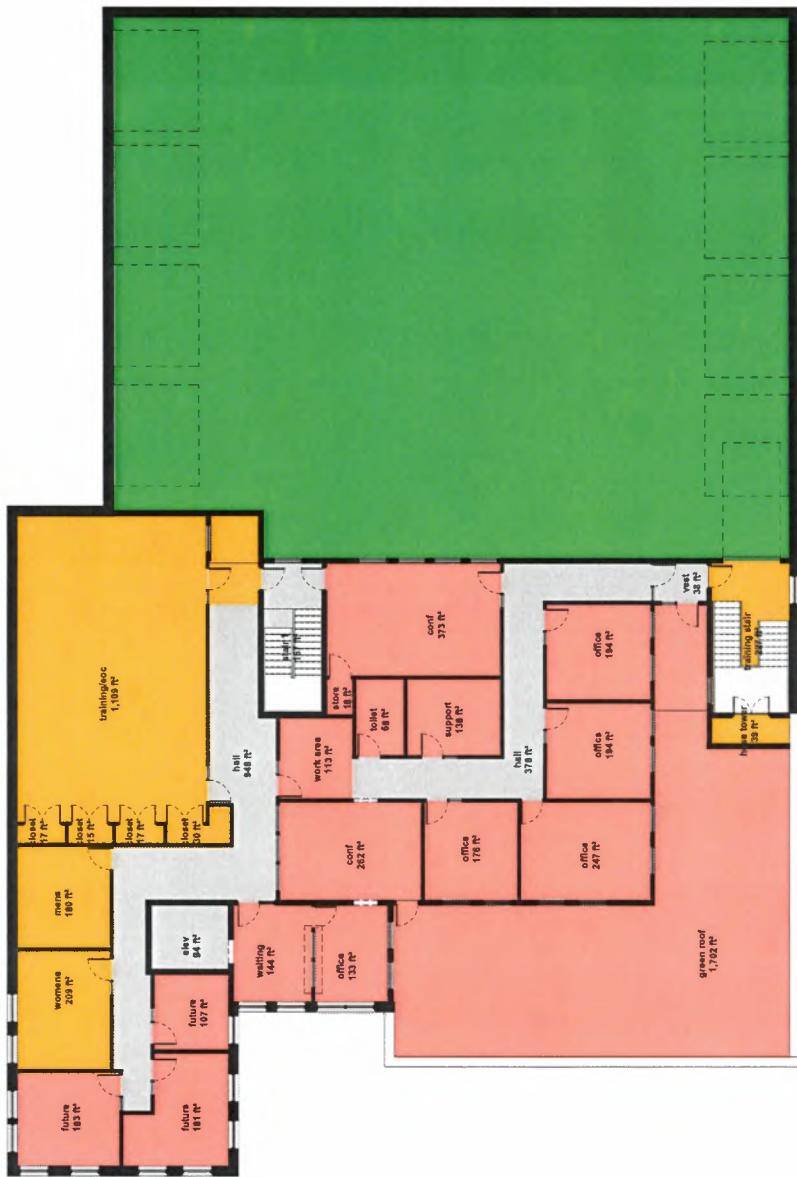
First Floor Plan Fire Option 2

Department Legend



KUENY
ARCHITECTS
A303

A303



Second Floor Plan - Option 2

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
		January 20, 2026
REPORTS AND RECOMMENDATIONS	FIRE DEPARTMENT REQUEST TO SOLICIT STATEMENTS OF QUALIFICATIONS FOR A FIRE STATION FACILITY REVIEW AND SPACE NEEDS ANALYSIS	ITEM NUMBER
		G-11.

Background

The expanding scope of rebuilding 46-year-old Franklin Fire Station #1 following the mold remediation project has brought us to a critical decision point. Estimated costs to repair and rebuild Fire Station #1 to its previous condition are drastically increasing. The need for updating Franklin Fire Department facilities cannot be kicked down the road and deferred any longer. Spending valuable taxpayer dollars to rebuild a structure that is already inadequate for current needs is a decision that cannot be taken lightly. The fire department is urging the Common Council to support the engagement of an architectural firm with known expertise in modern fire station design to provide professional guidance on the best investment in taxpayer dollars to provide a fire station that will serve the community for another 50 years.

Proposal

The fire department has developed the attached “Request for Statements of Qualifications” that it wishes to distribute to all interested architectural firms who have demonstrated experience in fire station renovation and construction.

Submittals will be evaluated by the Department of Administration and fire department command staff. A final recommendation on the selected firm, the scope of work, as well as the cost will be brought before the Common Council for approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Fire Department to solicit Statements of Qualifications for a fire station facility review and space needs analysis.



Franklin Fire Department

8901 W. Drexel Ave. Franklin, WI 53132 | 414-425-1420 |

Request for Statements of Qualifications for Franklin Fire Department Facility Condition Review and Space Needs Analysis

The City of Franklin, Wisconsin Fire Department is seeking statements of qualifications from professional consultants who may be interested in providing a facility condition review, space needs analysis of the existing fire protection and emergency medical services being provided by the City of Franklin Fire Department, and conceptual planning options for fire department facilities to serve the current and future needs of our growing community.

Currently, the daily operations of the Franklin Fire Department have been harmfully interrupted by an unplanned and extensive mold remediation project at the headquarters fire station. The space in this facility has already been noted to be insufficient for current and future operational needs of the department in a study conducted in 2021. It is the ultimate intent of this process to allow consultants to provide the City of Franklin with a review of existing fire department facilities and resources to quickly select the best option(s) to invest funding to restore and improve fire department facilities to effectively serve the residents of the City of Franklin.

Scope of Services

1. Review current planning documents with the City of Franklin.
2. Perform a fire station space needs assessment study at the three (3) current City of Franklin Fire Stations located at:
 - Fire Station 1 - 8901 W. Drexel Avenue (Headquarters)
 - Fire Station 2 - 9911 S. 60th Street
 - Fire Station 3 - 4477 W. Drexel Avenue
3. Evaluate the condition of current City of Franklin fire stations, and in particular the Fire Department Headquarters, which is in a current state of disrepair due to an extensive and unplanned mold remediation project.
4. Evaluate the current station locations and a proposed site for a new fire station located at city owned property at 7979 W. Ryan Road (Department of Public Works) for their usefulness in supporting an expanded or new fire station, based on current and future needs of the community. Site evaluations shall include site-specific cost/benefit analysis, hazardous materials surveys, and applicable environmental assessments. This evaluation may require soil sampling and other testing.
5. Evaluate current fire stations to see if location(s) could be remodeled to meet current and future needs.
6. Prepare a schematic design based on the fire station needs assessment study which includes conceptual site plan, floor plans, and elevations for 1) a renovated and/or

expanded fire department headquarters at the current location 2) a new fire department headquarters at the current or another location 3) a combination of options.

7. Prepare room data sheets for every space identified in the schematic design.
8. Assist the department in finding eligible design and construction grants, with grant application submittal, and grant administration.
9. Attend up to three (3) public meetings and a final presentation with findings at city meetings to support the project.
10. Provide estimated total construction project costs for all sites and building alternatives.
11. Provide support for public engagement regarding the project.

Schedule of Activities

DATE TBD - RFQ Issued and Advertised

DATE TBD - Pre-proposal building tour and site visit (Required for all potential consultants)

DATE TBD - All questions pertaining to the RFQ must be submitted to the City of Franklin Fire Department -

DATE TBD - Proposals Due to the City of Franklin Fire Department

DATE TBD - Interviews with potential consultants

DATE TBD - Award to selected consultant

DATE TBD - Commencement of work

May 31, 2026 - Study completion

Required Components of Statement of Qualifications Submittals

1. Identify project team and their experience / expertise with similar projects.
2. Provide a list of similar projects completed by the team and 3-5 references.
3. Provide a timetable or schedule for this anticipated work effort. This project is intended to be completed by May 31, 2026.
4. Provide budget estimate of costs to complete study.

Submittals will be evaluated by the City of Franklin Department of Administration and Fire Department command staff.

A final scope of work for this effort will be mutually determined once a consultant is selected and approved by action of the City of Franklin Common Council.

Consultants will be provided with the opportunity to schedule and meet with City of Franklin Fire Department staff and City of Franklin Administration to further discuss this project.

Questions concerning this Request for Statements of Qualifications or the project itself shall be directed to Fire Chief James Mayer at 414-427-7580 or jmayer@franklinwi.gov

All submissions should be addressed to:

City of Franklin Fire Department
Fire Chief James Mayer
8901 W. Drexel Ave.
Franklin, WI 53132

Submissions may also be made via email to: jmayer@franklinwi.gov

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/20/2026
REPORTS & RECOMMENDATIONS	PARKS COMMISSION PROPOSAL TO RENAME ERNIE LAKE PARK IN HONOR OF TONY MEGNA	ITEM NUMBER G, 12. Dist. No. 6

The Parks Commission would like to honor Mr. Tony Megna's many years of dedicated service to the City of Franklin's Parks Commission, most recently as the Commission Chair. Mr. Megna stepped down from the Commission after the April 2020 meeting.

Resolution 2010-6634 establishes a City buildings, parks and facilities naming policy. With the recommendation of the Parks Commission, a park may be renamed to honor a past Commissioner for "Exceptional service in the public interest [and] dedication to service to the City." Eligibility for this honor "shall commence only after five years following the completion of their public service."

Mr. Megna served for more than 40 years on various City of Franklin boards and commissions.

At their December 8, 2025 meeting, the Parks Commission adopted a motion recommending that the City rename Ernie Lake Park to 'Tony Megna Park, home of Lake Ernie' and to also put up a sign.

The City has previously installed a bench in the park in the park honoring Mr. Megna.

Fiscal Note

Potential fiscal impact includes costs associated with the noticing and public comment period, and the cost of a new sign for the park. This item was not budgeted in the 2026 Parks budget.

COUNCIL ACTION REQUESTED

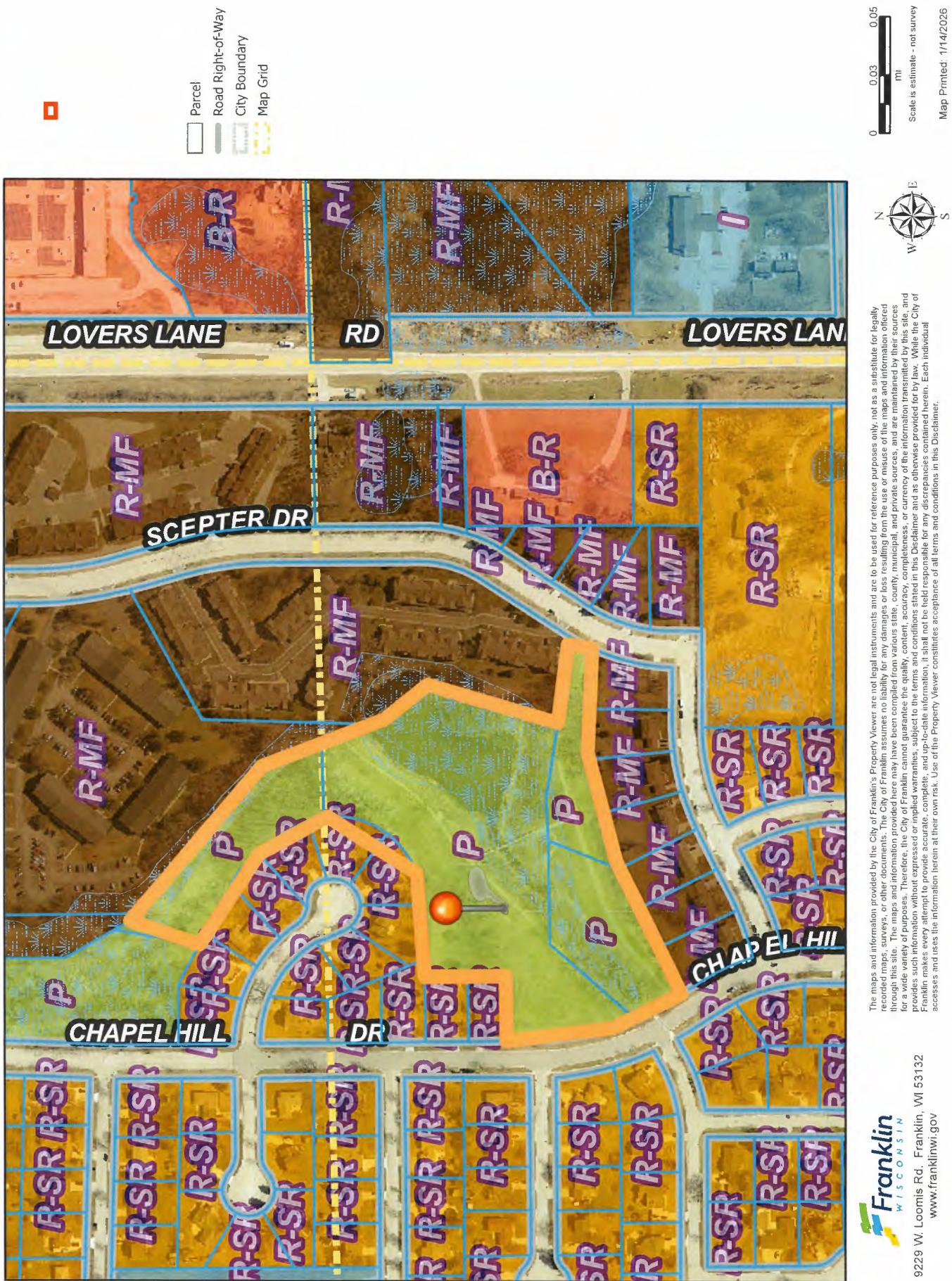
A motion to preliminarily approve the renaming of Ernie Lake Park to 'Tony Megna Park, home of Lake Ernie,' and to direct staff to undertake the noticing and public comment procedure required by Resolution 2010-6634

Or

A motion to act on the above item as the Common Council deems appropriate.

Ernie Lake Park - City of Franklin

Overview Map



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9229 W. Loomis Rd. Franklin, WI 53132
www.franklinwi.gov

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2010-6634

A RESOLUTION ESTABLISHING A CITY BUILDINGS, PARKS AND FACILITIES
NAMING POLICY

WHEREAS, the Common Council having considered the value of establishing a uniform policy to address the naming of City buildings, parks and facilities to assist in the consideration of requests received and proposals and considerations made from time to time to name City property; and

WHEREAS, the Parks Commission and the Board of Public Works having considered the terms of a naming policy for City property as directed by the Common Council and having reported their respective recommendations to the Common Council; and

WHEREAS, the Common Council having considered such recommendations in its deliberations and having determined a policy for the naming of City property which will promote the public welfare and best interests of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the naming of City buildings, parks and facilities be conducted as follows:

City of Franklin Public Buildings, Parks and Facilities Naming Policy

I. Purpose

The purpose of this policy is to establish a uniform procedure for the naming of City buildings, parks and facilities throughout the City of Franklin.

II. Authorization

The Common Council shall have the authority for the naming of all City buildings, parks and facilities by passing or rejecting a resolution at a regular or special Common Council meeting. The Common Council shall request the review and recommendation of the Parks Commission for the naming of any public park or park facility. The Common Council shall request the review and recommendation of the Board of Public Works for the naming of any public building. In the event the Common Council does not receive the requested recommendation from the Commission or the Board within 45 days of such request, respectively, the Common Council may take action without such recommendation(s).

III. Objectives

- Provide name identification

- Provide citizen/neighborhood input into the process
- Insure control for naming policy

IV. Qualifying Name

- Geographic location to facility
- Outstanding feature
- Adjoining subdivision
- Historical event, group, or individual: except that eligibility shall commence only after five years following the event or other basis establishing the historical significance
- Exceptional service in the public interest that has had a major impact and benefit to the City by an individual who demonstrates dedication to service to the City and/or to individuals, families, groups, or community services, extraordinarily above and beyond the call of duty; except that in the event of a public employee or elected or appointed official, eligibility shall commence only after five years following the completion of their public service
- Exceptional service in the public building, park or facility's interest
- Contribution to acquisition/development of the public building, park or facility

V. Naming City Buildings, Parks and Facilities

The City's approval of a naming proposal is the conferral of a privilege, not a right, and at all times the City shall reserve the right to reject any naming proposal for any reason not prohibited by law. The following guidelines will be used when naming a public building, park or facility:

1. A name is intended to be permanent.
2. Duplication of other places or facility names in the City shall not be considered.
3. Any consideration of a proposal for a name must be commenced by a motion authorizing the same made by the Common Council.
4. Prominent geographic features or local reference points (i.e., hill, stream, lake, notable tree, street, community or neighborhood) shall be considered for a potential name.
5. After the Common Council preliminarily decides upon a name, public notice of the recommended name shall be published as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper. Citizen comments and recommendations must be in writing to the City Clerk and must be postmarked within the thirty (30) day public comment period.
6. After the thirty (30) day public comment period, the Common Council will pass a resolution adopting or rejecting the name.
7. An existing name of a public building, park and/or facility, particularly one of local or national importance or outstanding feature, shall not be changed unless there are extraordinary circumstances of local or national interest.

VI. Renaming

- a. The renaming of public buildings, parks and facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical

examination so as not to diminish the original justification for the name or discount the value of the prior contributors.

b. City buildings, parks and facilities named after individuals shall never be changed unless it is found that the individual's personal character is or was such that the continued use of the name for a park or facility would not be in the best interest of the community.

c. In order for a City building, park or facility to be considered for renaming, the recommended name must qualify according to Sections IV. and V. of this Policy.

VII. Other Naming Alternatives

a. City buildings, parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to the guidelines set forth above and approval by the Common Council.

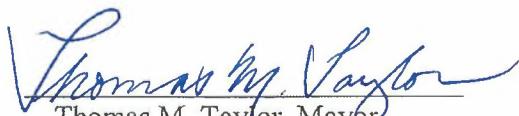
b. A facility within a park, i.e., playground, picnic shelter, etc., can be named separately from the park or facility location subject to this Policy.

c. This Policy does not apply to the naming of public streets.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of March, 2010.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of March, 2010.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
		1/20/2025
REPORTS & RECOMMENDATIONS	ITEM NUMBER	District # Citywide

BACKGROUND

The City's 2026 Communications Plan is intended to strengthen and professionalize City communications, including proactive community messaging, internal employee communications, media relations, brand consistency, and improved readiness for emergency communications.

The City maintains an Emergency Operations Plan (EOP) that includes crisis/risk communications components. In practice, those components can be difficult to quickly locate and apply during time-sensitive incidents. As refined, the 2026 Communications Plan includes development of an updated, abbreviated crisis communications approach that bridges the City's existing EOP and departmental emergency plans into a usable, practical emergency communications playbook for real-time application, including coordination with the Franklin Police Department, Franklin Fire Department, and other divisions with plans in place.

The attached agreement incorporates the contractor's proposal/plan dated January 1, 2026, as Attachment A (2026 Communications Plan).

FISCAL IMPACT

The agreement is not-to-exceed \$25,000 for 2026, billed monthly (not-to-exceed \$2,083/month), subject to invoice review and payment terms.

Finance has prepared the necessary budget amendment to support this item, which will be voted on immediately following this item.

KEY CONTRACT TERMS (SUMMARY)

- **Scope:** Communications services consistent with the **2026 Communications Plan (Attachment A)**.
- **Compensation:** Monthly invoicing with hours/type of work and monthly reporting; **NTE \$2,083/month, NTE \$25,000 total.**
- **Change management:** Changes to scope/cost require a written change request and authorization.

IMPLEMENTATION NOTE

If approved, Administration will coordinate scope execution, invoice review, and monthly reporting. The contractor's emergency/crisis communications work will be completed in a manner that bridges and operationalizes the City's existing EOP and departmental emergency plans by producing a clear, usable emergency communications "bridge" version and related tools for rapid execution, including digital-channel guidance and prepared messaging.

KEY PLAN ELEMENTS

The 2026 Communications Plan includes strategies for communications outreach (internal/external), media relations, brand consistency, and key messaging/fact sheets, social media protocol and content development, and crisis communications, bridging the City's existing plans into a usable emergency communications approach. The plan also includes supplemental information provided in response to an alder request regarding peer municipality communications, staffing models, and examples of municipal social media pages.

STAFF RECOMMENDATION

Approve the Professional Services Agreement with MCPR Marketing LLC for 2026 communications services, inclusive of the 2026 Communications Plan (Attachment A), in an amount not-to-exceed \$25,000, and authorize the Mayor, Clerk, and Treasurer/Director of Finance to execute the agreement (approved as to form by the City Attorney).

REQUESTED COUNCIL ACTION

Motion to approve the Professional Services Agreement between the City of Franklin and MCPR Marketing LLC (Mary Christine) for 2026 communications services, inclusive of the 2026 Communications Plan (Attachment A), in an amount not-to-exceed \$25,000, and authorize the Mayor, City Clerk, and Director of Finance/Treasurer to execute the agreement, approved as to form by the City Attorney.

A G R E E M E N T

This AGREEMENT is made and entered into this 9 day of January, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Mary Christine (hereinafter "CONTRACTOR"), whose principal place of business is MCPR Marketing LLC.

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 Communication and Marketing 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 communication and marketing services, as described in CONTRACTOR's proposal to CLIENT dated January 1, 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 \$2,083 per month, 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 the invoice date for all approved work.
- B. Total price will not exceed the budget of \$25,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to 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 for the 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. _____ 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 the PROJECT as deemed necessary by CONTRACTOR.

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

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. 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 the CLIENT, whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

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

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

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

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 are required for the CONTRACTOR to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by a 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: Mary Christine

TITLE: Owner MCPR Marketing LLC

DATE: _____

BY: _____

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



City of Franklin 2026 MCPR Communications Plan and Recommendations

January 1, 2026

Document Overview:

Because the City of Franklin has never utilized communication services to promote the positive activities that are taking place, this Communications Plan has been created to present a glimpse of services that could be utilized to:

- Raise the awareness of the city
- Inform and educate the public about the activities taking place
- Share and update information with employees
- Create a cohesive brand for the city
- Preparation in case of a crisis

Executive Summary:

Franklin has become one of the most recognized cities in Southeastern Wisconsin. Why? Because in the past year alone, there has been a boom in new businesses that are now calling Franklin home. With a population of just over 36,000, the city has an exceptional quality of life that finds its way throughout the residential and business communities. A well-rounded communications plan will tell the positive story of the incredible housing, recreational, employment, and family-focused opportunities the great city has to offer.

Target Audiences:

- Residents
 - Current and potential
- Local businesses and investors
- Elected officials
- City employees

Goals & Objectives:

It is so important to collaborate with the elected officials to create common goals and objectives that are not only marketing-focused, such as increased community engagement on a City Hall Facebook page, but revenue generators such as attracting new businesses and boosting tourism. Once created, marketing tools (see *Marketing Channels*) and messaging will be developed to support the initiatives.

Key Messages:

Key messaging is part of cohesive brand campaign, and created for the core themes that reflect the municipality's identity such as:

-more-

Celebrating Quality of Life

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- Top ranked school system
- Recreational areas
- 4,000 acres of parks
- Annual business growth
- So much more

The key messaging would be created and shared internally so everyone was using the same information and language to both sell and promote the city.

Strategies:

The following strategies are part of a well-rounded communications plan.

- Communications outreach – internal and external – to announce updates, changes, special events, etc.
 - Residents
 - Elected officials and city hall employees
- Media relations – ***included in current monthly retainer***
 - Proactive media outreach – send news releases and media alerts for special announcements and events
 - Reactive - respond to calls from the media
- Brand campaign
 - Review/create current internal marketing materials such as PowerPoint template, to make sure brand consistency is being utilized
 - Develop key messaging and fact sheet(s) to make sure elected officials and city hall employees are using the most up to date information
- Social media – ***an abbreviated version is included in the current monthly retainer***
 - Create a social media protocol for management of all social channels
 - Create a Franklin City Hall Facebook page that would work as a funnel for all departments and activities happening in the city
 - Consistent creation of content and graphics
 - Develop an image and video library
 - Share content with person managing the City of Franklin's website
- Crisis Communication
 - Develop an updated and abbreviated version of the current crisis communication plan, and include a "usage bridge" version with FPD, FHD and other divisions that have plans in place. Topics and actions would include:
 - Create a crisis management team call list with contact information
 - Ways to assess the situation
 - How to manage your digital channels
 - Crucial elements of messaging and response
 - Designated spokesperson(s)
 - Media training as needed
 - Internal and external prepared statements
 - Importance of recapping how the situation was managed and how it could have gone better
 - Review plan with key team members



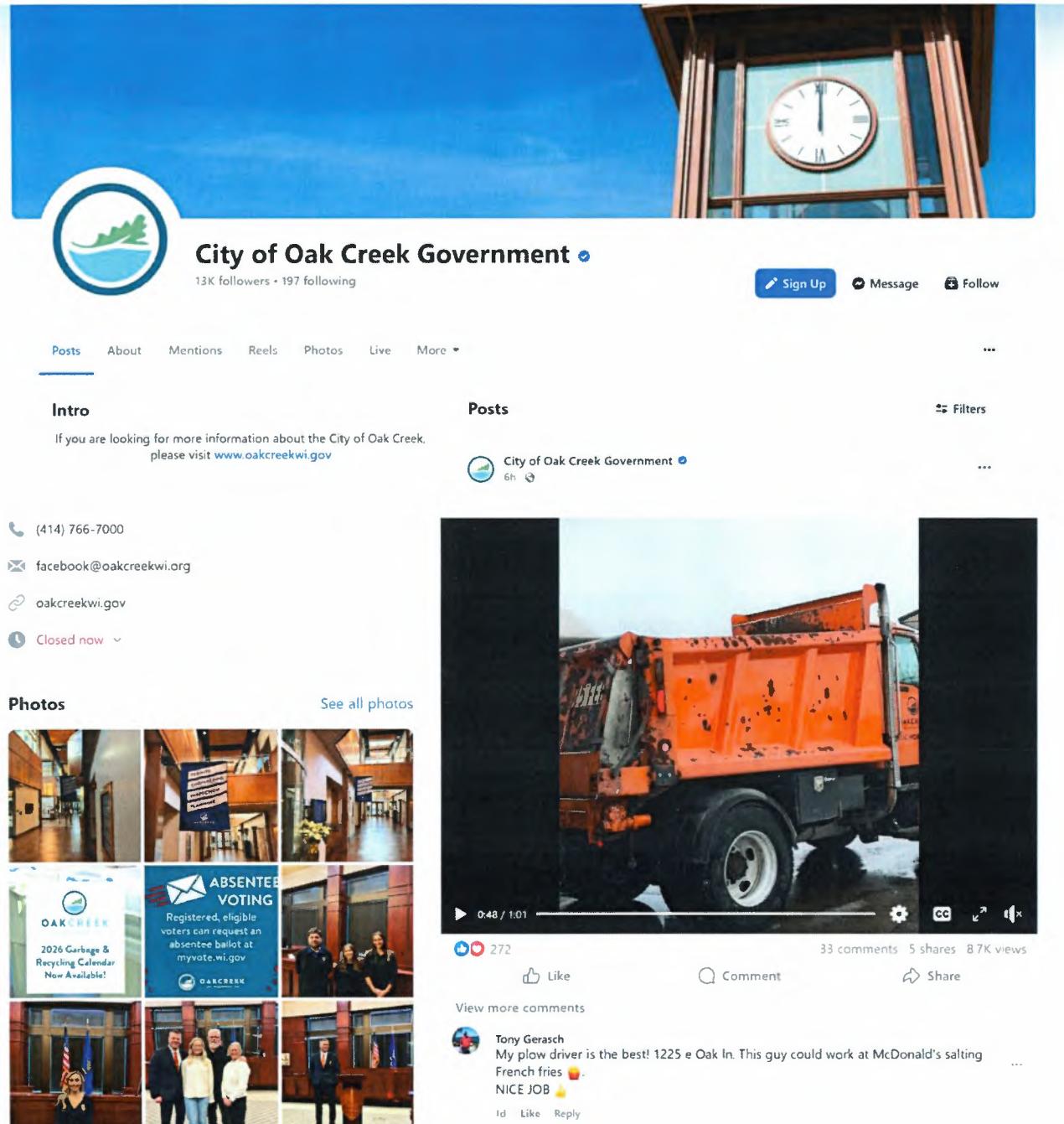
Below is a follow-up to Alderman Jason Craig's request regarding how many municipalities have an in-house marketing and communications person. This information was originally sent to the Alders via email on Monday, November 10.

City	Population	Marcom Staff	Website
Franklin	36,700	0	https://www.franklinwi.gov/
Muskego	25,924	0	https://www.muskego.wi.gov/
New Berlin	40,384	2-4	https://www.newberlinwi.gov/
Greenfield	37,232	1	https://www.ci.greenfield.wi.us/
Wauwatosa	48,794	2+	https://www.wauwatosa.net/
Mequon	25,329	1	https://www.cityofmequonwi.gov/
Brookfield	41,268	1	https://www.ci.brookfield.wi.us/
South Milwaukee	20,233	1	https://www.southmilwaukee.gov/
Caledonia	25,240	0	https://caledonia-wi.gov/
Sun Prairie	39,253	1	https://www.cityofsunprairie.com/
Oak Creek	36,674	7	https://www.oakcreekwi.gov/

+ In addition to two full-time employees, Wauwatosa has an outside PR firm to help with special events



Examples of Other Municipalities Facebook Pages



City of Oak Creek Government • 13K followers • 197 following

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[Posts](#) [About](#) [Mentions](#) [Reels](#) [Photos](#) [Live](#) [More](#) [...](#)

Intro
If you are looking for more information about the City of Oak Creek, please visit www.oakcreekwi.gov

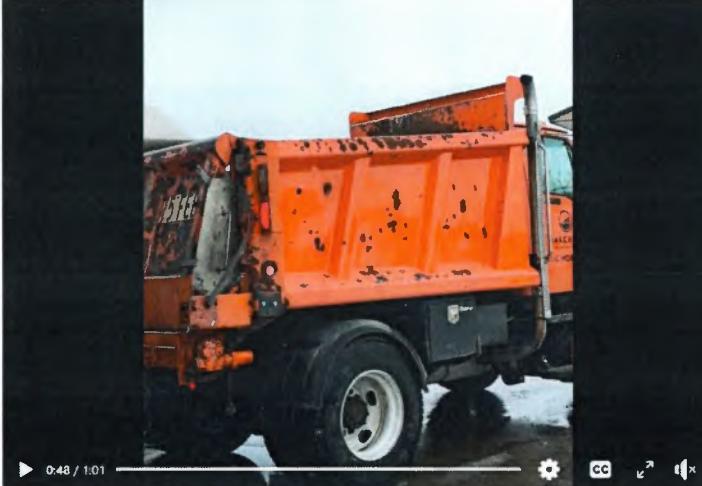
[\(414\) 766-7000](#)
[facebook@oakcreekwi.org](#)
[oakcreekwi.gov](#)
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Photos [See all photos](#)



Posts [Filters](#) [...](#)

 **City of Oak Creek Government** • 6h



0:48 / 1:01

272 [Like](#) [Comment](#) [Share](#) 33 comments 5 shares 87K views

[View more comments](#)

 **Tony Gerasch**
My plow driver is the best! 1225 e Oak In. This guy could work at McDonald's salting French fries. NICE JOB!

[1d](#) [Like](#) [Reply](#)

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MCR



City of West Allis, WI Government

18K followers • 461 following

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More

...



City of West Allis, WI Government

Yesterday at 4:36 PM

...



Intro

Amazing businesses. Wonderful people. Proudly sharing West Allis with the world!

Page · Government organization

WEST ALLIS, CITY OF
It's responsible for this page

Facebook



City of West Allis, WI Government

COMMUNICATIONS@WESTALLISWI.GOV

westalliswi.gov

Closed now

Photos

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59

Like

Comment

1 comment 5 shares

Share

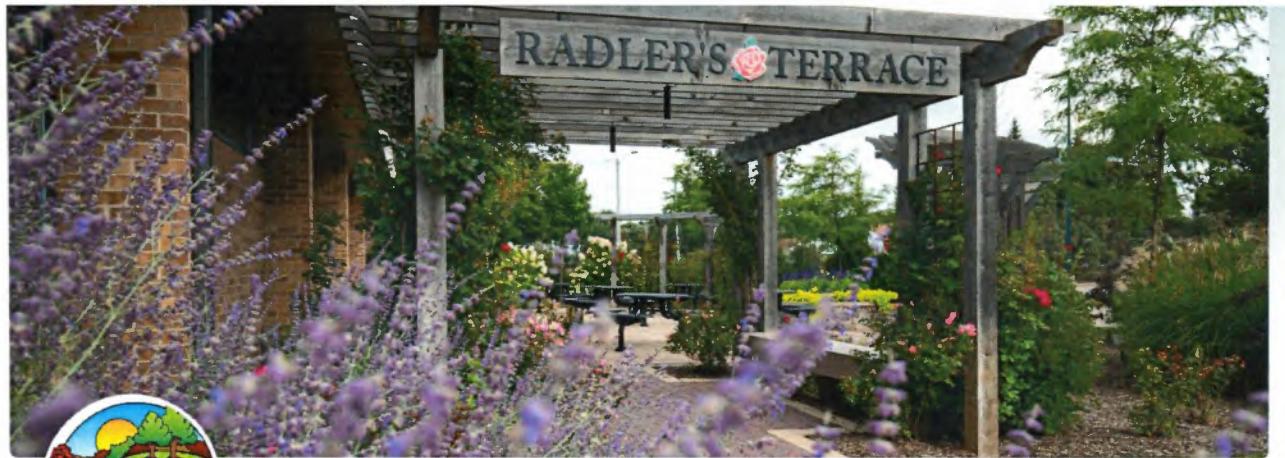


Julie Barkow-Peck

Thank you on behalf of Mother of Perpetual Help-SVDP food pantry. We are one of the lucky recipients and this helps more than you know!

15h Like Reply

...



Greenfield, Wisconsin

766 followers • 4 following

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Posts

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Mentions

Followers

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...



Greenfield, Wisconsin

December 30, 2025 at 8:55 AM

...

Intro

Incorporated in 1957, the City of Greenfield, WI is a community of nearly 40,000 residents located in the greater Milwaukee area.

rich Facebook



During the Holidays



Greenfield, Wisconsin

(414) 329-5200

ci.greenfield.wi.us/409/Department-Directory

Photos

[See all photos](#)



Southwest Suburban Health Department

December 25, 2025 at 1:57 PM

Whether you're feeling overwhelmed, missing loved ones, or navigating complicated emotions, know that you're not alone this holiday season. It's okay to feel what you f... [See more](#)



[Like](#)

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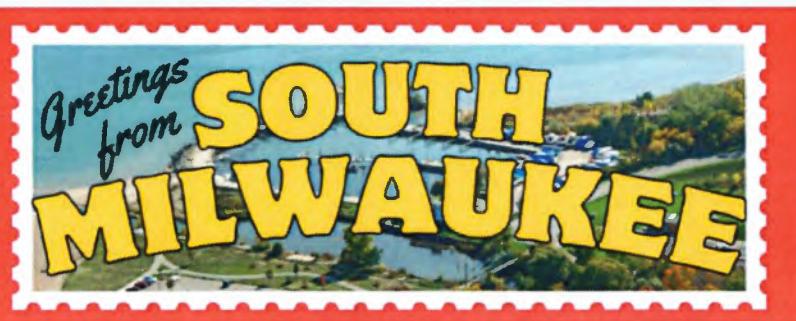
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City of South Milwaukee

8.6K followers • 61 following

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City of South Milwaukee

...

Page · Government organization

2424 15th Avenue, South Milwaukee, WI, United States, Wisconsin

(414) 762-2222

smwi.org

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position of Public Health Specialist. Diverse candidates are encouraged to apply... [See more](#)



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8 shares

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$25,000 OF CONTINGENCY APPROPRIATIONS TO ADMINISTRATION PROFESSIONAL SERVICES FOR A PUBLIC RELATIONS CONTRACT	ITEM NUMBER G. 14.

Background

The 2024 and 2025 budget allocated \$25,000 for public relations services to enhance the City's communications method and strengthen the output of information to the community. MCPR Marketing LLC has contractually improved the City's communications and promoted messaging to reach as many residents and community wide constituents as possible.

In previous Common Council meetings, the Council recommended the funding for a public relations contract be placed on hold, pending a formal contract and further scope of work. The review of this formal contract and scope of work has been placed on the January 20, 2026 agenda for review and approval.

Fiscal Note

The City of Franklin has a contingency fund with an appropriation of \$819,608. This would leave \$794,608 in unused funds for the 2026 Annual Budget after this amendment.

The GL Numbers associated with this amendment are:

General Fund				
01-0199-5499	Unrestricted Contingency	Decrease	\$25,000	
01-0147-5219	Professional Services	Increase	\$25,000	

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2026_____, an Ordinance to amend Ordinance 2024-2649, an Ordinance adopting the 2026 Annual Budget for the General Fund to Transfer \$25,000 of Contingency Appropriations to Administration Professional Services for a Public Relations Contract.

Roll Call Vote Required

DOA – KH/ 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 \$25,000 OF
CONTINGENCY APPROPRIATIONS TO ADMINISTRATION PROFESSIONAL SERVICES
FOR A PUBLIC RELATIONS CONTRACT

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 Common Council re-allocated \$25,000 of Administration Professional Services funding to the Unrestricted Contingency account; and

WHEREAS, the Director of Administration brought forward the necessary contract and scope of work for review by the Common Council; and

WHEREAS, the contract has been approved and appropriations are needed to be reallocated into the correct account for use; and

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

Administration	Professional Services	Increase	\$25,000
Contingency	Unrestricted Contingency	Decrease	\$25,000

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 January 20, 2026
REPORTS AND RECOMMENDATIONS	<p><i>City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman</i>; Milwaukee County Circuit Court Case No. 24-CV-7479 and Tax Incremental District No. 5 Development Agreement — 2024 Shortfall Payment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER G.15.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman*; Milwaukee County Circuit Court Case No. 24-CV-7479 litigation and/or possible litigation related to the 2024 shortfall payment under the TID 5 Development Agreement, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 1/20/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of January 20, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of January 20, 2026.

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
January 20, 2026 – 5:40 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions	Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2025-2026 New 5:40 p.m.	Jazzmine Morin-Muthig Walgreens #05459			
Operator 2025-2026 New	Amanda Brown Hideaway Pub & Eatery			
Operator 2025-2026 New	Eliza Lara Hideaway Pub & Eatery			
Operator 2025-2026 New	Rebekah Simmons Sendik's Food Market			
Temporary Entertainment & Amusement	Franklin Health Department Person in Charge: Franklin Health Department Event: 2026 Franklin Bike Rodeo Location: 9229 W Loomis Rd – Franklin City Hall and Surrounding Streets - see map Event Date: 6/6/26 Time: 7:30 AM to 1:00 PM			
Temporary Entertainment & Amusement	Franklin Health Department Person in Charge: Ellen Henry Event: Trunk or Treat Location: Public Library – 9151 W Loomis Rd Event Date: 10/22/26 Time: 12:00 PM to 9:00 PM			
Name Change in Premise Description and Doing Business as for Licensed Alcohol Premise	ROC Ventures LLC Name Change: Blend to D'Vine Coffee & Wine Agent: Tom Johns Location: 7044 S Ballpark Dr 102			

Temporary Class "B" Beer	Franklin Noon Lions Club – Independence Celebration & St. Martin's Fair Person in Charge: William Tietjen Location: 9229 W. Loomis Rd & St. Martin's Rd Dates of Event: 7/2/26 through 7/4/26 & 9/6/26 through 9/7/26			
Alcohol Beverage License Transfer Place – To – Place	Nerankar LLC Liquor Beer & Wine Vinder Kumar, Agent New address: 6550 S Lovers Lane 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
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated January 1, 2026 through January 15, 2026 Nos. 205523 through Nos. 205689 in the amount of \$ 2,771,813.65. Also included in this listing are EFT Nos. 6339 through EFT Nos. 6353, Library vouchers totaling \$ 10,935.42, Tourism vouchers totaling \$ 118,395.29 and Water Utility vouchers totaling \$ 52,140.74. Voided checks in the amount of \$ (9,905.88) are separately listed.

Early release disbursements dated January 1, 2026 through January 14, 2026 in the amount of \$ 1,744,323.89 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated January 9, 2026 is \$ 495,916.58, previously estimated at \$ 512,000. Payroll deductions dated January 9, 2026 are \$ 266,989.99, previously estimated at \$ 306,000.

The estimated payroll for January 23, 2026 is \$ 594,000 with estimated deductions and matching payments of \$ 608,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 15, 2026 in the amount of \$ 2,771,813.65
- Payroll dated January 9, 2026 in the amount of \$ 495,916.58 and payments of the various payroll deductions in the amount of \$ 266,989.99 plus City matching payments and
- Estimated payroll dated January 23, 2026 in the amount of \$ 594,000 and payments of the various payroll deductions in the amount of \$ 608,000, plus City matching payments.

ROLL CALL VOTE NEEDED