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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, MAY 19, 2026 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. A Proclamation in Recognition of Emergency Medical Services Week.
 - 2. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of May 5, 2026.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) A Resolution for Acceptance of a Water Main Easement at 5200 W. Rawson Ave., TKN 741-990-001 for the Water Main extension to the Franklin Medical Office.
 - (b) A Resolution authorizing Franklin Director of Health and Human Services, or their Designee, to sign the update to the American Rescue Plan Covid Recovery Funding (ARPA) Grant Contract.
 - (c) A Resolution authorizing the Installation of two (2) Monument Signs within Outlots 1 & 4 of the Ryan Meadows Subdivision (9701 S. 112th Street and TKN 891-1085-000) (Signs and Lines by Stretch, Applicant) (Ryan Meadows Homeowners Association, Property Owners).
 - (d) A Resolution authorizing the Director of Health and Human Services, or their Designee, to sign the 2026 Clear Channel Outdoor Media City of Franklin Health Department Contract.
 - (e) A Resolution designating an Official Newspaper.
 - 2. An Ordinance to Amend Ordinance No. 2025-2717, An Ordinance to Amend Chapter 183 Article VI Drugs and Drug Paraphernalia, of the Municipal Code of the City of Franklin, Wisconsin, to Renumber §183-23.1 Harmful Substances, to §183-25 Harmful Substances, and to Create §183-24 Hemp-Derived Cannabinoid Regulations;

- to Renumber §183-25 Created Thereunder Back to §183-23.1 and §183-24 Created Thereunder to §183-23.2.
3. An Ordinance to Create §245-19 “Impoundment of Vehicles for Reckless Driving”, of the Municipal Code of Franklin, Wisconsin.
 4. An Ordinance to Amend §19-2B. Citizen Comment Period, of the Municipal Code of the City of Franklin, Wisconsin, Following Common Council Review of the Process of Such Sessions at Common Council Meetings.
 5. A Resolution Authorizing the City of Franklin Fire Department to Execute an Intergovernmental Agreement with Milwaukee County for the provision of Emergency Medical Services.
 6. Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of May 19, 2026.

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

J. Adjournment.

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

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

REMINDERS:

May 25	City Hall Closed-Memorial Day	
June 2	Common Council	6:30 p.m.
June 4	Pan Commission	6:00 p.m.
June 16	Common Council	6:30 p.m.
June 18	Plan Commission	6:00 p.m.

City of Franklin Proclamation

B.1.

A PROCLAMATION TO DESIGNATE May 17-23, 2026 AS EMERGENCY MEDICAL SERVICES (EMS) WEEK IN THE CITY OF FRANKLIN

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to Community Paramedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, dispatchers, educators, nurses, physicians, trained members of the public, and other out-of-hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week,

NOW, THEREFORE, I, JOHN R. NELSON, Mayor of the City of Franklin, Wisconsin proclaim **MAY 17-23, 2026 AS EMERGENCY MEDICAL SERVICES (EMS) WEEK IN THE CITY OF FRANKLIN** and encourage the community to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and the essential service it provides.

Dated this 19th Day of May, 2026.




John R. Nelson, Mayor

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THE APPROVED ALLIANCE FOR WISCONSIN YOUTH COMMUNITY-BASED PREVENTION–OPIOID SETTLEMENT FUNDING.

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

BID REJECTION
W. DREXEL AVE.

G.2. Alderman Hasan moved to reject the W. Drexel Avenue Reconstruction Project Bids. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. NO. 2026-8477
CHICORY COURT
RIGHT-OF-WAY MAP

G.3. Alderwoman Kenney moved to adopt Resolution No. 2026-8477, A RESOLUTION CONDITIONALLY APPROVING A 1-LOT CERTIFIED SURVEY MAP TO DEDICATE CHICORY COURT RIGHT-OF-WAY UPON LOT 2 OF CERTIFIED SURVEY MAP NO. 9683, IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BEAR DEVELOPMENT, LLC, APPLICANT) (11590 W. MEADOWVIEW DRIVE). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. NO. 2026-8478
CONSERVATION
EASEMENT – RYAN
MEADOWS
CONDOMINIUMS

G.4. Alderwoman Kenney moved to adopt Resolution No. 2026-8478, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A CERTIFIED SURVEY MAP FOR THE RYAN MEADOWS CONDOMINIUMS PROJECT LOCATED AT 11590 W. MEADOWVIEW DRIVE (TKN 891-1081-001) (LOOMIS & RYAN, INC., PROPERTY OWNER). Seconded by Alderwoman Kresovic. All voted Aye; motion carried.

POTENTIAL
AMENDMENT TO
CITIZEN COMMENT
PERIOD

G.5. Alderwoman Kenney moved to return an ordinance to the May 19, 2026 Common Council meeting. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of May 5, 2026.

Grant New Extraordinary Entertainment & Special Event to Franklin Place Memory Care, Event: Annual Franklin Place Car Show – 2026, Persons in Charge: Stephanie McGregor and Shelly Mrozinski, Location: 9201 W Drexel Avenue, Date of Event: 6/6/26;

Grant New 2025-26 Operator License to Erin Nowakowski Lubarsky;

Grant New 2025-26 Operator License & Renewal 2026-27 Operator License to Zachary Soderberg;

Grant New 2026-27 Operator License to Juan Camacho-Olivera, Dragana Dragoljevic, Lisa Fallico, Jay Galligan, Demitri Jines Jr, Adrian Rodriguez, Kathleen Torres;

Grant Renewal 2026-27 Operator License to Joy Aune, Carly Balaban, Shaneika Battle, Oscar Cobian, Autumn Cummins, Alyssa Dama, Jeffrey Dejna, Janel Deprey, Milan Djurina, Vicky Ferrer, Chaimarie Gonzalez, Corie Graf, Patricia Greer, Carinn Hoffmann, Justin Hoffmann, John Janiszewski, Shane Jaskie, Navdeep Kaur, Taylor Klafka, Manmohit Kumar, Ericka Meeks, Maja Nikolic, Anita Osvatic, Joseph Osvatic, Lori Otto, Miranda Peters, Tricia Peterson, Christine Rozewicz, Brian Shulta, Agyapal Singh, Daniel Stadler, Kaitlyn Sutton, Michael Williams, Jasmin Yu, Raquel Zalewski;

Hold Renewal 2026-27 Operator License for Application Update for Nicole Schilcher, Wenjuan Zheng;

Grant Class A Combination 2026-27 License Pending Inspections to: Ryan Fuel LLC, DBA Andy's On Ryan Rd, Kavita Khullar, Agent, 5120 W Ryan Rd; Andyone Inc, DBA Discount Cigarettes & Liquor, Sunny Patel, Agent, 6507A S 27th St; Kwik Trip Inc, DBA Kwik Trip #287, Jill Le Claire, Agent, 5040 W Rawson Ave; Kwik Trip Inc, DBA Kwik Trip #857, Michael Roberts, Agent, 10750 W Speedway Dr; Jujhar LLC, DBA Midtown Citgo, Hardip Bhatti, Agent, 11123 W Forest Home Ave; New Liquor & Food Inc, DBA New Liquor & Food, Gurjeet Singh, Agent, 8305 S 27th St; Sam's East Inc, DBA Sam's Club #8167, Tiffany Jones, Agent, 6705 S 27th St; Sendik's Franklin LLC, DBA Sendik's Food Markets, Theodore Balistreri, Agent, 5200 W Rawson Ave; Target Corporation, DBA Target Store T-2388, Nicole McKown, Agent, 7800 S Lovers Lane Rd; Wal-Mart Stores East LP, DBA Walmart #1551, Heather Burns, Agent, 6701 S 27th St; Wisconsin CVS Pharmacy LLC, DBA CVS Pharmacy #5390, Mattie Washington, Agent, 5220 W Rawson Ave;

Grant Class B Beer 2026-27 License Pending Inspections to M Squared Inc, DBA Crossroads II Pizza & Subs, Michael Falk, Agent, 11357 W St Martins Rd;

Grant Class B Beer & Class C Wine 2026-27 License Pending Inspections to: Sweet Basil MKE LLC, DBA Sweet Basil, Kenneth Sithy, Agent, 6509B S 27th St; Waha Restaurant LLC, DBA Waha Buffet, Yanni Jin, Agent, 6514 S Lovers Lane Rd;

Grant Class B Combination Entertainment & Amusement 2026-27 License Pending Inspections to The Bowery LLC, DBA The Bowery Bar & Grill, Roger Hein, Agent, 3023 W Ryan Rd;

Grant Class B Combination 2026-27 License Pending Inspections to: RLGIDI Inc, DBA Casa Di Giorgio, Rex Idrizi, Agent, 3137 W Rawson Ave; Brinker Restaurant Corporation, DBA Chili's Bar & Grill, Lindsay Bieske, Agent, 6439 S 27th St;

Grant Class B Combination, Entertainment & Amusement, Bowling 2026-27 License Pending Inspections to Country Lanes Bowling LLC, DBA Country Lanes Bowling Center, Kevin Meier, Agent, 11231 W Forest Home Ave;

Grant Reserve Class B Combination, Entertainment & Amusement 2026-27 License Pending Inspections to: Federation of Croation Societies Inc, DBA Croation Park, Josip Veber, Agent, 9100 S 76th St; Crystal Ridge Ski Area LLC, DBA Crystal Ridge, Riley May, Agent, 7011 S Ballpark Dr;

Grant Class B Combination 2026-27 License Pending Inspections to: Pantheon of Wisconsin Inc, DBA Honey Butter Café, Elizabeth Karampelas, Agent, 7221 S 76th St; Dhiman LLC, DBA India Palace, Deepak Dhiman, Agent, 7107 S 76th St;

Hold Class B Combination Entertainment & Amusement 2026-27 License Until 06/02/2026 Pending Review for Irish Cottage of Franklin LLC, DBA Irish Cottage, Jenny Jennings, Agent, 11433 W Ryan Rd;

Grant Class B Combination Entertainment & Amusement 2026-27 License Pending Inspections to Little Cancun LLC, DBA Little Cancun Restaurant, Veronica Cervera, Agent, 7273A S 27th St;

Grant Reserve Class B Combination, Entertainment & Amusement 2026-27 License Pending Inspections to BPC Golf Entertainment LLC, DBA Luxe/Dog Haus/The Bricks, Thomas Johns, Agent, 7065 S Ballpark Dr;

Grant Reserve Class B Combination 2026-27 License Pending Inspections to Hudson Burger LLC, DBA Milwaukee Burger Co., Jessica Cullen, Agent, 6421 S 27th St;

Grant Class B Combination 2026-27 License Pending Inspections to Enthusiast Approved LLC, DBA Mimosa, Apostolos Evreniadis, Agent, 9405 S 27th St;

Hold Class B Combination Entertainment & Amusement 2026-27 License Until 06/02/2026 Pending Review for H, B & H LLC, DBA On The Border, Oscar Cobian, Agent, 10741 S 27th St;

Grant Class B Combination Entertainment & Amusement 2026-27 License Pending Inspection to Point After LLC, DBA Point After Pub & Grille, Darryl Malek, Agent, 7101 S 76th St;

Grant Class B Combination Entertainment & Amusement 2026-27 License to Polish Heritage Alliance Inc, DBA Polish Center of Wisconsin, Jeffrey Kuderski, Agent, 6941 S 68th St;

Grant Class B Combination Entertainment & Amusement 2026-27 License Pending Inspection to: Polonia Sport Club Inc, DBA Polonia Sport Club, Richard Rabięga, Agent, 10200 W Loomis

Rd; Ricky's Harrisburg Inn LLC, DBA Ricky's Double Barrel Inn, Nathan Fabry, Agent, 11318 W St Martins Rd;

Grant Class B Combination, Entertainment & Amusement, Drive-In Movie Theater 2026-27 License Pending Inspections to ROC Ventures LLC, DBA Rock Sports Complex/Ballpark Commons, Thomas Johns, Agent, 7005 S Ballpark Drive;

Grant Class B Combination, Entertainment & Amusement 2026-27 License Pending Inspections to Romey's Place LLC, DBA Romey's Place, Nathan Fabry, Agent, 7508 S North Cape Rd;

Grant Class B Combination, Entertainment & Amusement, Bowling 2026-27 License Pending Inspections to Root Group LLC, DBA Root River Center, David Church, Agent, 7220 W Rawson Ave;

Grant Reserve Class B Combination 2026-27 License Pending Inspections Dadaswami Hospitality LLC, DBA Staybridge Suites Milwaukee Airport South, Violeta Reaves, Agent, 9575 S 27th St;

Grant Class B Combination, Entertainment & Amusement 2026-27 Pending Inspections to R&C PUB & GRUB LLC, DBA Swiss Street Pub & Grille, Chrystal Rausch, Agent, 11430 W Swiss Street;

Grant Class B Combination, Country Club, Entertainment & Amusement 2026-27 License Pending Inspections to Tuckaway Country Club Inc, DBA Tuckaway Country Club, Michael Nedeau, Agent, 6901 W Drexel Ave;

Grant Amusement Device Operator 2026-27 License to: American Entertainment Services Inc, W337 S5059 Rd GG, Dousman, WI 53118, Kenneth Grothmann; East Central Coin Inc, 1460 Geiser Way, PO Box 318, Chilton WI 53014, Robert Cullen; National Entertainment Network, LLC, 246 S Taylor Ave, Unit 200, Louisville, CO 80027, Randall Chilton; Red's Novelty Ltd, 1921 S 74 St, West Allis, WI 53219, Jay Jacomet; Reggie's Amusements LLC, 4918 Packard Ave, Cudahy, WI 53110, Reginald Zeniecki; Wisconsin P & P Amusement, N49W13477 Campbell Dr, Menomonee Falls WI 53051, Michael Weigel;

Grant Auto Salvage 2026-27 License to Al's Auto Salvage, Inc, DBA Al's Auto Salvage, 10942 S 124th St, Albert Schill;

Grant Day Care 2026-27 License to: Creative Explorers Learning Center LLC, DBA Creative Explorers Learning Center, 7700 W Faith Dr, Musa Abdeljaber; Elevate Early Learning, LLC, DBA Elevate Early Learning, 9651 W Drexel Avenue, Paige Lehr-Bogan – On Site Director/Manager; Kindercare Learning Centers LLC, DBA Falk Park KinderCare Learning Center, 7363 S 27th St, Michelle Swikert;

Grant Day Care 2026-27 License Pending Inspection to: Ingenious Inc, DBA Ingenious Childcare, 7260 S 76th St, Banmeet Dadwal;

Jubilee Faith Center, Inc, DBA Jubilee Christian School, 3639 W Ryan Rd, Faith Chavez;
Grant Day Care 2026-27 License to L & T Norgel, LLC, DBA LMN's Operation Playground, 11224 W Forest Home Ave, Lisa Norgel;
Grant Entertainment & Amusement 2026-27 License Pending Building Department Inspection to Milwaukee County Parks, DBA Milwaukee County Sports Complex, 6000 W Ryan Rd, Richard Becker;
Grant Entertainment & Amusement 2026-27 License Pending Seller's Permit Approval to Milwaukee County Parks, DBA Oakwood Park Golf Course, 3600 W Oakwood Rd, Joshua Zuba;
Grant Entertainment & Amusement 2026-27 License Pending Seller's Permit Approval to Milwaukee County Parks, DBA Whitnall Park Golf Course, 6751 S 92nd St, Joshua Zuba;
Grant Mobile Home 2026-27 License Pending Fire Department Inspection to Badger MHP, LLC, DBA Mobile Home Park, 6405 S 27th St, Renee Peters;

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

VOUCHERS AND
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of April 30, 2026 in the amount of \$4,742,444.46, and payroll dated May 1, 2026 in the amount of \$469,305.30 and payments of the various payroll deductions in the amount of \$271,557.35 plus City matching payments, and estimated payroll dated May 15, 2026 in the amount of \$516,000 and payments of the various payroll deductions in the amount of \$285,000, plus City matching payments. Seconded by Alderwoman Kresovic. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 8:05 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 19, 2026
Reports & Recommendations	A Resolution for Acceptance of a Water Main Easement at 5200 W Rawson Ave, TKN 741 9990 001 for the Water Main extension to the Franklin Medical Office	ITEM NO. Ald. Dist. 5 G.1.(a)

BACKGROUND

Pursuant to the approval of a medical office development at 5414 W Rawson Ave (I-Franklin, LLC – Franklin Medical Office), an easement is required to construct, maintain, and operate water main facilities. It is necessary to install a water main easement on property located at 5200 W Rawson Ave, TKN 741 9990 001.

The water main facilities on this site include a public water main connection for the addition of a fire hydrant.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said water main easement, and have it recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

As discussed and approved at the March 19, 2024 Common Council meeting, this easement follows the new water main easement template. The City is responsible for maintenance of pipe, fittings, valves, hydrants, and other water appurtenances and costs will be charged to the property owner. The property owner is responsible for all restorations to the surface.

RECOMMENDATION

Motion to adopt Resolution No. 2026 - _____, a resolution for acceptance of a water main easement at 5200 W Rawson Ave, TKN 741 9990 001.

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT AT
5200 W RAWSON AVE, TKN 741 9990 001

WHEREAS, an easement is required to connect to the existing water main facilities at 5200 W Rawson Ave to construct, maintain and operate public water main facilities on property located at 5414 W Rawson Ave; and

WHEREAS, it is necessary to install said easement on said property; and

WHEREAS, an easement is necessary to allow the City right of entry in and across the easement area to access and maintain public water main facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said easement, and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement, accepting it on behalf of the City.

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

Sendik's Commons Shopping Center
5200 W Rawson Ave.
Tax Key #7419990001

THIS INDENTURE, made this 20th day of March, 2026 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Rawson Development LLC, a Wisconsin limited liability company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main, including pipe, fittings, valves, hydrants and other water appurtenances, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction, installation, permitting, and payment for construction inspection services of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southeast ¼ of the Southwest ¼ of Section Two (2), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all pavements, turf, landscape, aesthetic plantings or other surface improvements. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
7. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
8. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
9. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
10. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
11. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
12. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

13. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
14. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
15. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
16. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
17. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
18. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: March 20, 2026

Ransom Development LLC
Company Name

Company Name Printed

By: [Signature]
Name and Title

Greg Swoboda Manager
Name & Title Printed

STATE OF Arizona

COUNTY OF Maricopa SS

Before me personally appeared on the 20th day of March, 2026, the above named Greg Swoboda, Manager of Ransom Development LLC
(Name printed) (Title) (Development)

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



[Signature]
Notary Public
(My commission expires 02/23/2028)

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN

SS
COUNTY OF MILWAUKEE

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

Notary Public _____
(_____)
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, TriCity National Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on April 1st, 20 26, as Document No. 11588914 Mtg and its addition as an encumbrance against title to the Property. 11588915 Add

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

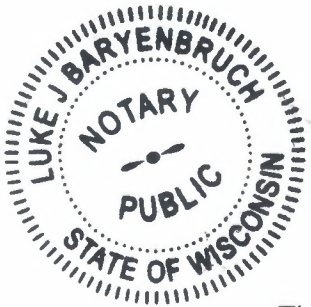
a Wisconsin Banking Corporation
TriCity National Bank
Name of Mortgagee typed or printed

By: [Signature]
Yanni Bambarakos II VP-Commercial Banking
Print Name & Title

STATE OF WI)
COUNTY OF Milwaukee)
s.s.

On this, the 1st day of April, 20 26, before me, the undersigned, personally appeared Yanni Bambarakos, the Officer of Tri City National Bank a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: [Signature]
Notary Public
State of WI
County of Milwaukee
My commission expires on: 9/29/29



This instrument was drafted by the City of Franklin.

Approved as to contents
Date: _____

Glen Beardsley, Manager of Franklin Municipal Water Utility

Approved as to form only
Date: _____

Jesse Wesolowski, City Attorney

Exhibit A
(Description of the Property)

Lot 1 of Certified Survey Map No 7931, recorded June 7, 2007 as Document No. 9443066 in the Register of Deeds Office for Milwaukee County, being a part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Property Address: 5200 West Rawson Avenue, Franklin, Wis. Tax
Key No. 741-9990-001

Exhibit B
(Depiction of the Facilities)

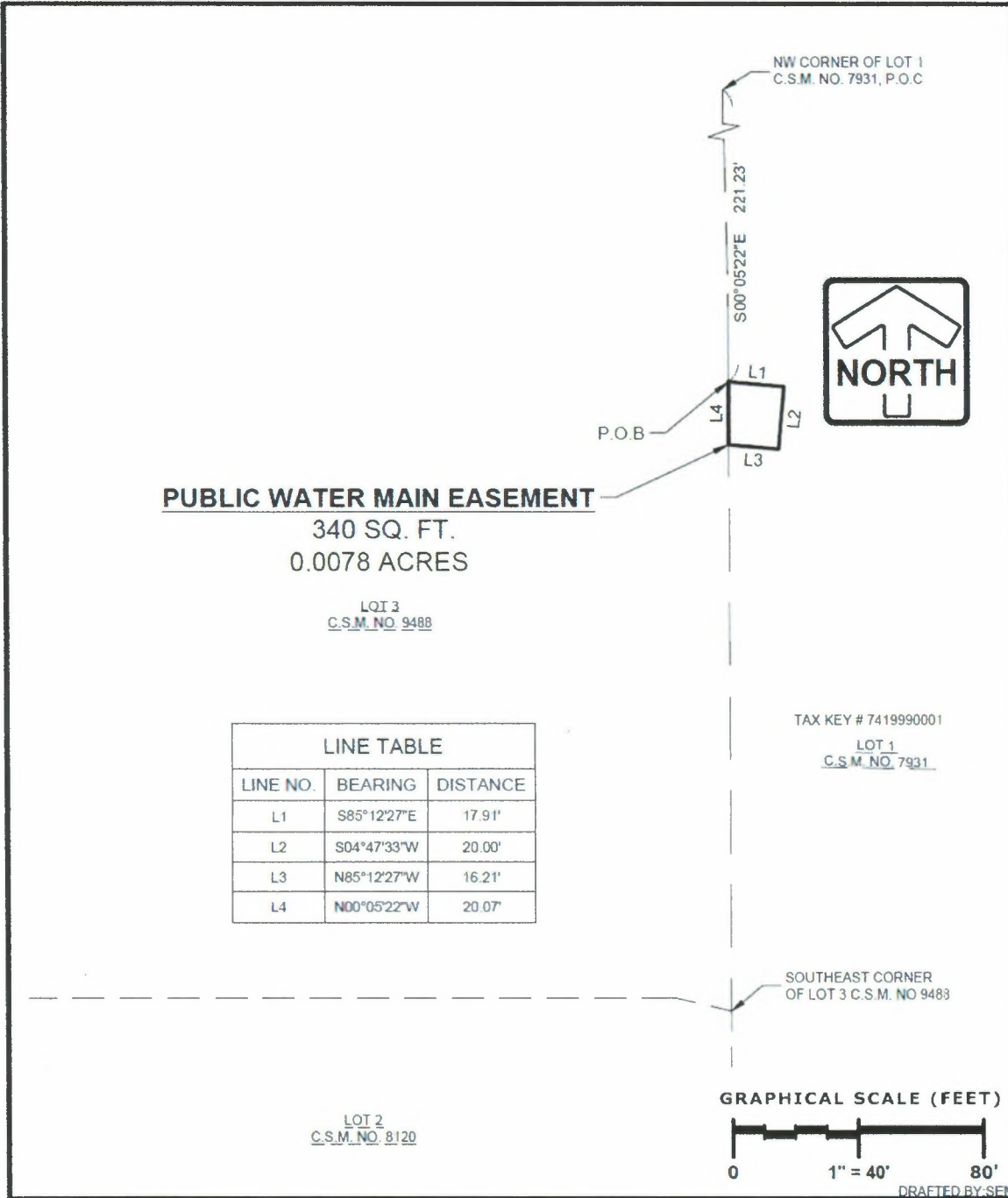


Exhibit C
(Description of Easement Area)

LEGAL DESCRIPTION:

Being part of Lot 1 of Certified Survey Map No. 7931, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on February 27, 2007 as Document No. 09443066, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of Lot 1 of said Certified Survey Map No. 7931; thence South 00°05'22" East, along the west line of said Lot 1, 221.23 feet to the Point of Beginning;

Thence South 85°12'27" East, 17.91 feet; thence South 04°47'33" West, 20.00 feet; thence N85°12'27" West, 16.21 feet to the aforesaid west line; thence North 00°05'22" West along said west line, 20.07 feet to the Point of Beginning.

Said easement contains 340 square feet of land (0.0078 acres), more or less.

DRAFTED BY: SEM

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/19/2026
Reports and Recommendations	A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, OR THEIR DESIGNEE, TO SIGN THE UPDATE TO THE AMERICAN RESCUE PLAN COVID RECOVERY FUNDING (ARPA) GRANT CONTRACT	ITEM NUMBER G.1.(b)

Background: The Common Council previously approved the Franklin Health Department (FHD) Director of Health and Human Services to accept and execute the American Rescue Plan Coronavirus Fiscal Recovery Funding (ARPA) grant award. The project period has been extended from an original ending date of December 31, 2024, to an end date of September 30, 2026. The ARPA grant supports the Franklin Health Department's recovery efforts. DHS has requested updated signatures on the updated contract.

- ARPA: \$20,968

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

Fiscal Note: The grant funds above directly support programs and services for Franklin residents.

COUNCIL ACTION REQUESTED

A Motion to approve a Resolution authorizing the Director of Health and Human Services, or their Designee, to sign the update to the American Rescue Plan COVID Recovery Funding (ARPA) grant contract.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 05/19/2026

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, OR THEIR DESIGNEE, TO SIGN THE UPDATE TO THE AMERICAN RESCUE PLAN COVID RECOVERY FUNDING (ARPA) GRANT CONTRACT

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

WHEREAS, the Common Council of the City of Franklin previously approve the FHD to accept and execute the American Rescue Plan Coronavirus Fiscal Recovery Funding (ARPA) grant award; and

WHEREAS, the ARPA funding directly supports programs and services for Franklin residents,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the motion to sign the update to the American Rescue Plan COVID Recovery Funding (ARPA) grant contract.

BE IT FURTHER RESOLVED, that the Director of Health and Human Services, or their Designee, is hereby authorized to sign and execute the updated American Rescue Plan COVID Recovery Funding (ARPA) grant contract.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G26-DPHCC26-26 M1**

Bureau of Procurement and Contracting (BPC) Review:

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

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval: *

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

Name:

Title:

Date Signed



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

DHS Grant Agreement No.: 435100-G26-DPHCC26-26 M1
Agreement Amount: \$20,968
Agreement Term Period: 10/1/2025 to 9/30/2027
GEARS Pre-Packet No: 3815

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Lauren Gottlieb
Grantee Address: 9229 W LOOMIS RD, FRANKLIN,
WI, 531329728
Grantee Email: LLube@franklinwi.gov

Modification Description: We are adding funding for the ARPA COVID Recovery Program (Profile 155811). Please see attached scope of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin

Department of Health Services

Authorized Representative
Name

Title

Signature

Date

Grantee

Entity Name

Authorized Representative
Name
Ellen Henry

Title
Public Health Strategist

Signature

Date

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

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

HIGH-RISK IT REVIEW

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

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	1/1/2026	9/30/2026	\$20,968

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155811	ARPA COVID RECOVER Y FUND		-	\$20,968	\$20,968	N/A
					\$20,968	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155811
FAIN	SLFRP0135
Federal Award Date	3/3/2021
Sub-award period of Performance Start Date	1/1/2026
Sub-award period of Performance End Date	9/30/2026
Amount of Federal Funds obligated in the subaward	\$20,968
Total Amount of Federal Funds obligated	\$20,968
Federal Award Project Description	The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.
Federal Awarding Agency Name (Department)	U.S. Department of the Treasury
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	21.027
Assistance Listings Name	Coronavirus State and Local Fiscal Recovery Funds
Total made available under each Federal award at the time of disbursement	\$2,500,000,000
R&D?	No
Indirect Cost Rate	6.7%



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**



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

I. SCOPE OF WORK (GRANT VIA GEARS)

A. OVERVIEW

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

B. BACKGROUND AND/ OR CONTEXT

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



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

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

C. COMMUNICATIONS

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

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

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

D. POINTS OF CONTACT

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



1. TABLE 1: DPH CONTACT AND ROLE

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

E. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE

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

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

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

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



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

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

F. REPORTING REQUIREMENTS

1. FINANCIAL REPORTING

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

2. PROGRAMMATIC REPORTING

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

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



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

G. UNALLOWABLE COSTS

The following capital projects are generally ineligible:

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

Funds may not be used for any of the following:

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

Direct all questions regarding eligible expenses to the DHS program area

DHSDPHBCDInvoices@dhs.wisconsin.gov.

H. BUDGET MANAGEMENT

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

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



I. ADDITIONAL INFORMATION

Eligible uses of ARPA funds include:

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

COVID-19 Mitigation and Prevention

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



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

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

Medical Expenses

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

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

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

Public Health and Safety Staff

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

- Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
- ✓ In communities experiencing increased gun violence due to the pandemic:
- Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution



- Technology & equipment to support law enforcement response.

Covered Public Health and Safety Staff

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

Improving the Design and Execution of Public Health Programs

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

Addressing administrative needs, including:

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



Addressing Disparities in Public Health Outcomes

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



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

Special Provisions

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

J. FEDERAL AWARD INFORMATION

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

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

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Certificate Of Completion

Envelope Id: 5B588196-4434-867C-8331-16F9A39578DA
 Subject: 155811 - Franklin HD - 2026 DPH Consolidated Contract - 435100-G26-DPHCC26-26 M1
 Source Envelope:
 Document Pages: 16 Signatures: 0
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Yvette Smith
 201 East Washington Avenue
 Madison, WI 53703
 yvettea.smith@dhs.wisconsin.gov
 IP Address: 136.226.84.183

Record Tracking

Status: Original Holder: Yvette Smith
 5/1/2026 1:06 38 PM yvettea.smith@dhs.wisconsin.gov
 Security Appliance Status: Connected Pool: StateLocal

Location: DocuSign

Signer Events

Ellen Henry
 EHenry@franklinwi.gov
 Public Health Strategist
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 5/1/2026 2:19:06 PM
 ID: 7bb08fe7-fe2f-4f8f-949a-580313fb2dcc

Signature

Timestamp

Sent: 5/1/2026 1:07:47 PM
 Viewed: 5/1/2026 2:19:06 PM

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

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DHS DPH Contract Routing
 dhsdphcontractrouting@dhs.wisconsin.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

COPIED

Sent: 5/1/2026 1:07:45 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:

COPIED

Sent: 5/1/2026 1:07:46 PM

Carbon Copy Events

Not Offered via DocuSign

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

Lauren Gottlieb

LLube@franklinwi.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 5/1/2026 1:07:46 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/1/2026 1:07:46 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

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

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

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

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

To request paper copies from Wisconsin Department of Health Services

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

To withdraw your consent with Wisconsin Department of Health Services

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

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

ii. send us an email to 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.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 19, 2026
REPORTS AND RECOMMENDATIONS	A Resolution authorizing the installation of two (2) Monument Signs within Outlots 1 & 4 of the Ryan Meadows Subdivision (Ryan Meadows Homeowners Associaton, Property Owner) (Signs and Lines by Stretch, Applicant) (0 & 9701 S 112 th Street)	ITEM NUMBER G. 1. (c) Ald. District 6

At its May 7, 2026 meeting, the Plan Commission recommended approval of a Resolution authorizing the installation of two (2) Monument Signs within Outlots 1 & 4 of the Ryan Meadows Subdivision

(Ryan Meadows Homeowners Associaton, Property Owner)
(Signs and Lines by Stretch, Applicant)
(0 & 9701 S 112th Street)

Planning: LH/RM

COUNCIL ACTION REQUESTED

A Resolution authorizing the installation of two (2) Monument Signs within Outlots 1 & 4 of the Ryan Meadows Subdivision
(Ryan Meadows Homeowners Associaton, Property Owner)
(Signs and Lines by Stretch, Applicant)
(0 & 9701 S 112th Street)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-____

A RESOLUTION AUTHORIZING THE INSTALLATION OF TWO (2) MONUMENT SIGNS
WITHIN OUTLOTS 1 & 4 OF THE RYAN MEADOWS SUBDIVISION
(9701 S 112TH ST & 891 1085 000)
(SIGNS AND LINES BY STRETCH, APPLICANT)
(RYAN MEADOWS HOMEOWNERS ASSOCIATION, PROPERTY OWNER)

WHEREAS, the Ryan Meadows Subdivision Plat prohibits construction of any building, grading, or filling within outlots, described thereon; and

WHEREAS, Signs and Lines by Stretch having applied for a release of the outlots restriction upon Outlots 1 & 4 to the extent necessary to install two monument signs within the Outlots, upon the property located at 9701 S 112th Street and 0 S 112th Street, such properties being zoned R-SR Suburban Single-Family Residence District, bearing Tax Key Nos. 891 1088 000 & 891 1085 000, is more particularly described as follows:

Outlots 1 & 4 in RYAN MEADOWS, being a subdivision of Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the Outlot restriction upon the Final Plat for Ryan Meadows Subdivision and its accompanying restriction of the construction of structures, grading, or filling is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the release of the Outlot restriction only so as to allow for the subject sign installations, and having considered the proposed location of and type of sign to be installed upon the subject property, and that the proposed signs will not be create any adverse impact upon the aesthetic or purposes of Outlots 1 & 4.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of proposed monument signs of the type and

specifications as described and only upon the location as set forth within the plans accompanying the application of Signs and Lines by Stretch filed on April 17, 2026 be and the same is hereby authorized and approved and that the Outlot restriction as it would otherwise apply to such installations upon the subject properties only, is hereby waived and released.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 19th day of May, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19th day of May, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of May 7, 2026

Item E.1.

Miscellaneous, Installation of Monument Sign within an Outlot

RECOMMENDATION: City Development staff recommends approval with conditions of this request to allow for the installation of two single tenant monument signs within Outlots 1 & 4 of the Ryan Meadows Subdivision.

Project name:	Superior Fence – Fence installation within planting strip
Property Owner:	Ryan Meadows Homeowner’s Association
Applicant:	Matthew Wegner, Signs & Lines by Stretch
Property Address/TKN:	9701 S 112 th Street
Aldermanic District:	District 6
Zoning District:	R-SR Suburban Single-Family Residence District
Staff Planner:	Luke Hamill, Associate Planner

Project Description/Analysis

This request is to allow for two monument signs within Outlot 4 of the Ryan Meadows Subdivision. The Ryan Meadows Subdivision Final Plat was approved by the Common Council by Resolution No. 2019-7547 and states in Note 11, “Construction of any building, grading or filling in said outlots is prohibited unless approved by the City of Franklin”. Monument signs are permitted at subdivision entryways, according to the UDO. The applicant is proposing to install these signs on the Aster Street and Meadowview Drive openings into the Ryan Meadows Subdivision.

The proposed signs will be approximately 60.4 square feet in size, complying with the maximum 120 square foot maximum. The proposed signs will be located outside of the vision triangles for the intersections at 112th St and Aster St and 112th St and Meadowview Drive.

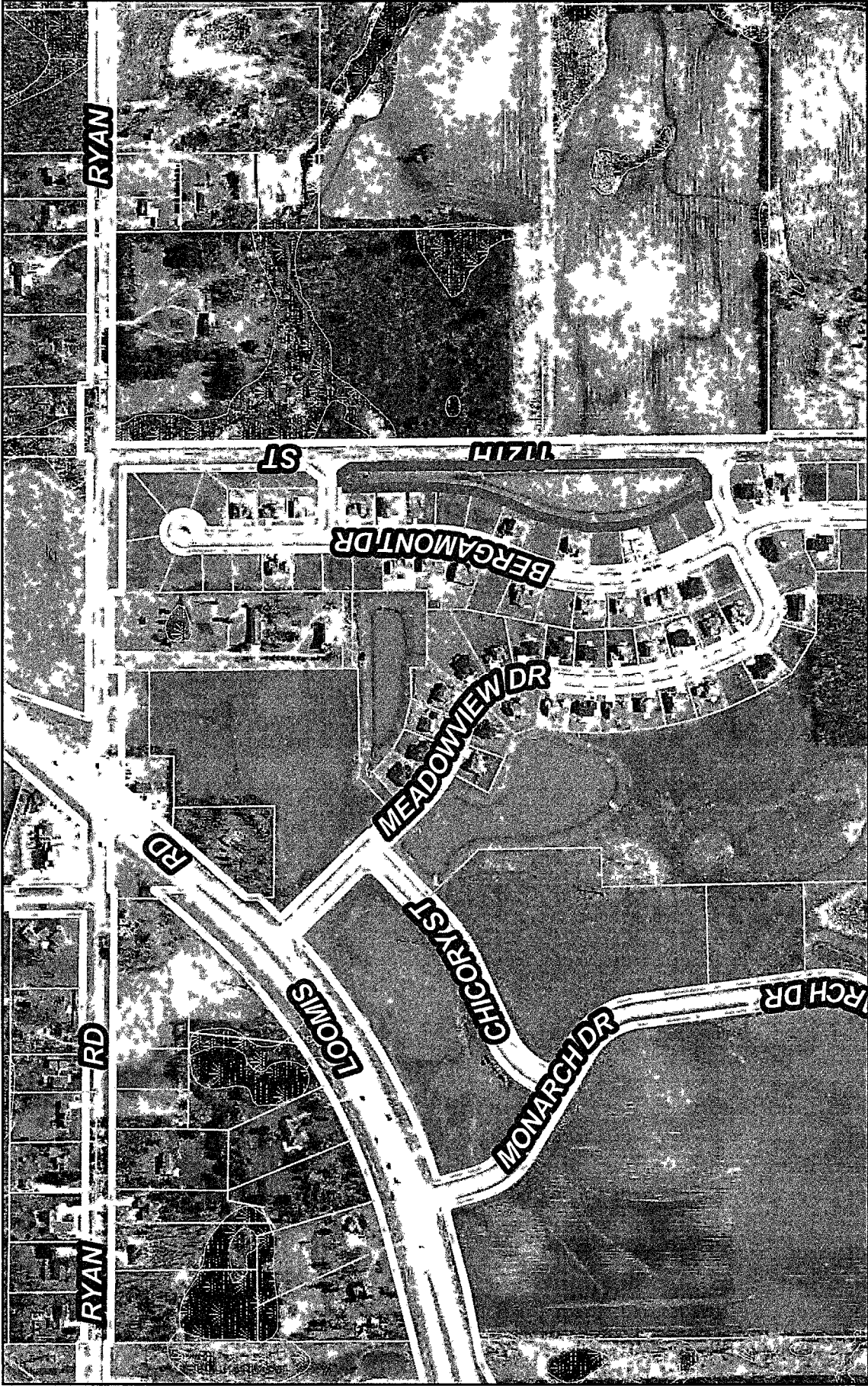
Site compliance

City Development staff visited the site and didn’t notice any site compliance issues with the subject lot.

Staff Recommendation:

City Development staff recommends approval with conditions of this request to allow for the installation of two single tenant monument signs within Outlots 1 & 4 of the Ryan Meadows Subdivision.

City of Franklin Property Viewer



4/30/2026, 10:52:07 AM

Parcel



1:4,937

0 230 460

0 65 130

920 ft

260 m

SE Wise Reg Planning Comm, Vantor

Ryan Meadows Homeowner's Association Inc.

HOA Address
Franklin, WI 53132

March 5, 2025

City of Franklin

Department of City Development

RE: Signage at Ryan Meadows, Franklin, WI, 53132


To whom it may concern:

As President of the Ryan Meadows HOA, Owner of (9665 S. Bergamont) Franklin, WI, 53132, I hereby authorize Signs & Lines by Stretch, LLC, and/or their sub-contractor to apply for permits and install gateway monument signs. The monument signs will be installed on the north and south subdivision entrances along 112th st.

Sincerely,

Scott McLaughlin

Signature

A handwritten signature in black ink, appearing to read "Scott McLaughlin", written over a faint, dotted-line signature guide.

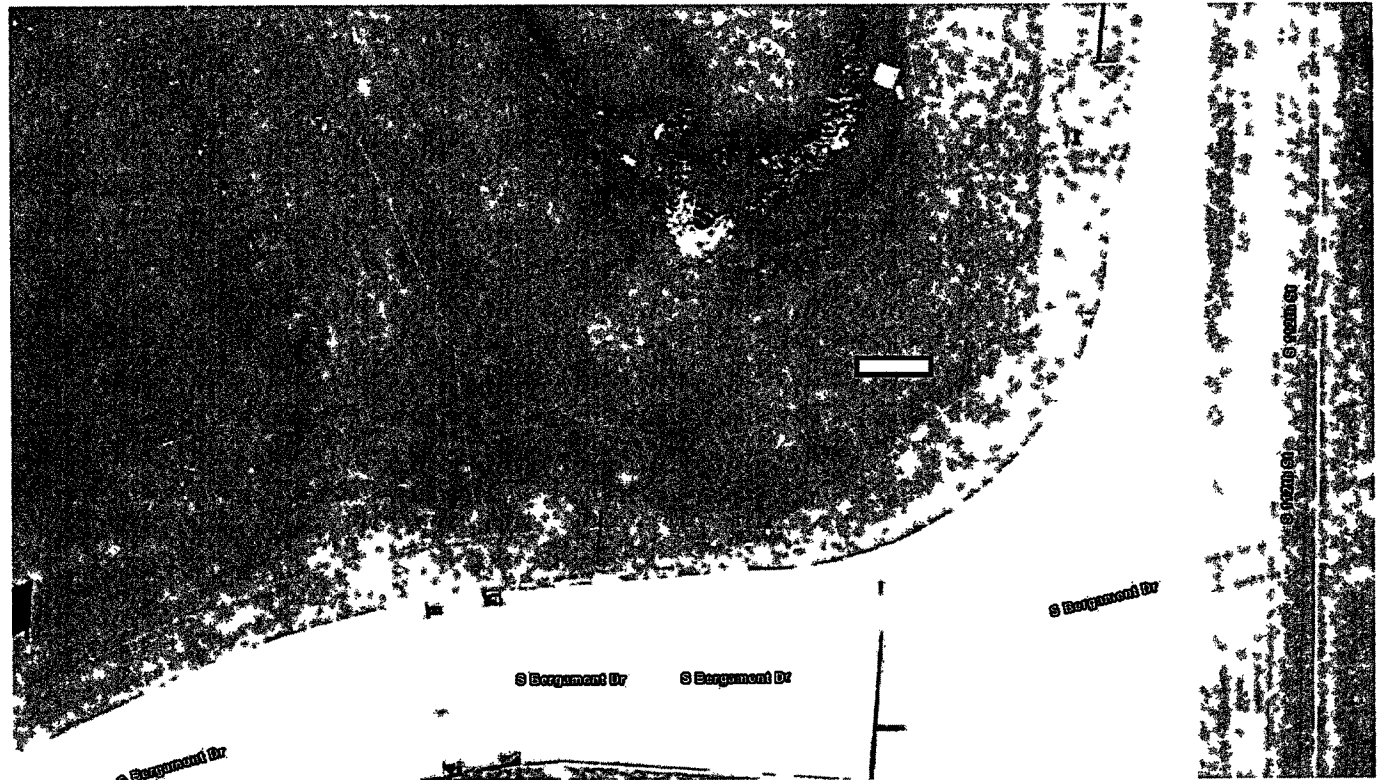


South Sign - Outlot#4

Placement below is for illustrative purposes only; scaling is not exact.

Eastern edge of sign will be 14' off East property line,

Southern edge of sign will be 14' off South property line



CLIENT / PROJECT: **Ryan Meadows - Ryan Meadows-Franklin Gateway Sign - Option C** QUOTE # **62616** SALES ORDER # **62717**

INSTALL PICKUP SHIP REMOVE EXISTING GRAPHICS YES NO VERSION # **4**

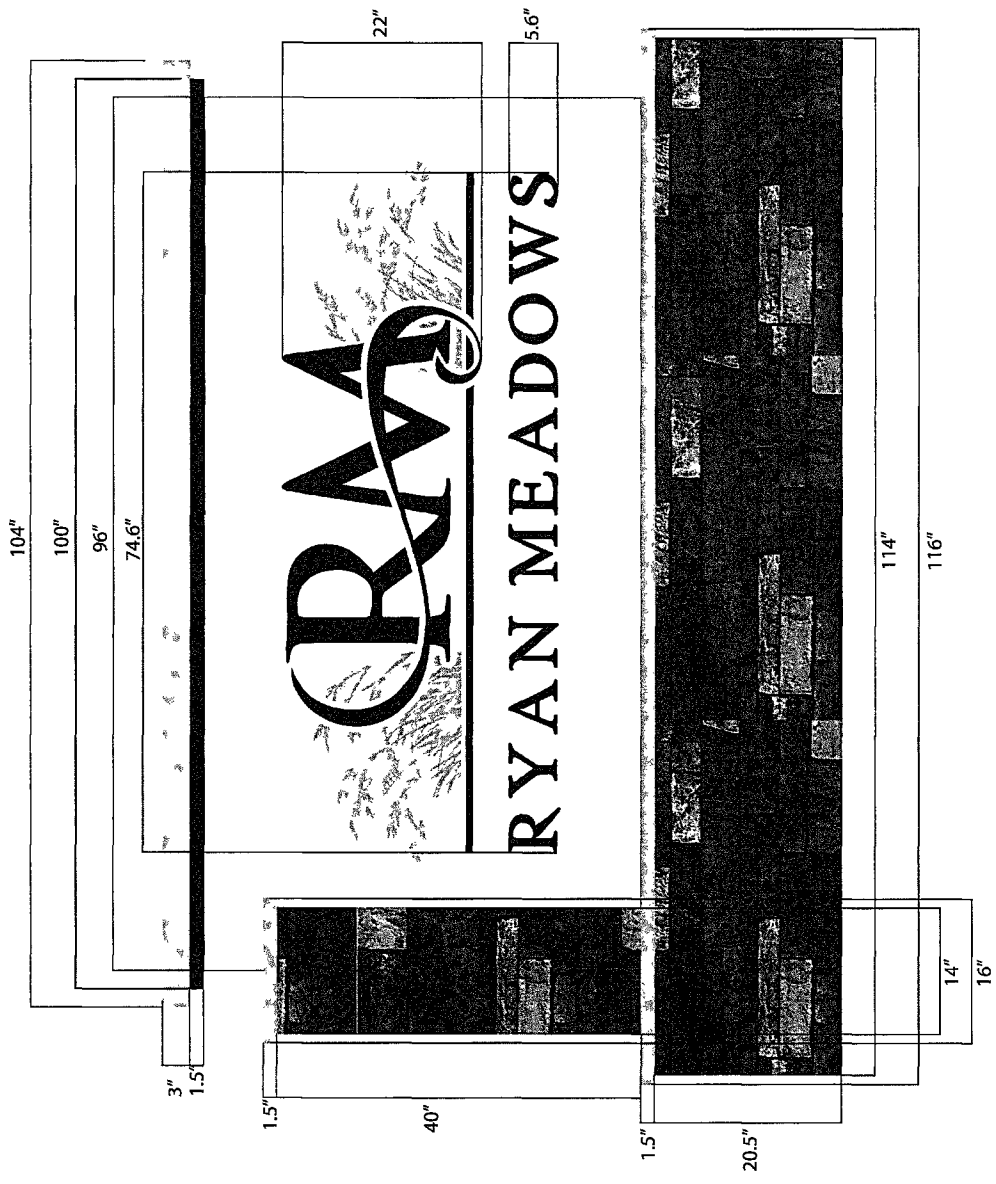
PRODUCTION DRAWING

Color/ Material Key:

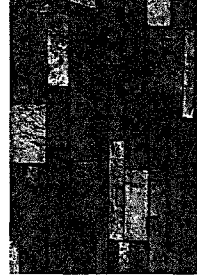
<input type="checkbox"/>	MP 07273 Gray Tint
<input type="checkbox"/>	Matte Black Dimensional Lettering
<input type="checkbox"/>	Sandstone 7125 Vinyl with Matte Laminate
<input type="checkbox"/>	MP 12860 Chukker Brown painted caps

Qty 1

Double Sided Development Entrance Sign
 4'x8' Aluminum Box Sign with Aluminum Cap
 1/2" Routed Acrylic Dimensional Lettering
 Vinyl Meadow Grass Spot Graphics
 Stone base and pillar with aluminum caps



<input type="checkbox"/>	Painted Sign Cabinet
<input type="checkbox"/>	MP 07273 Gray Tint
<input type="checkbox"/>	Dimensional Acrylic Lettering
<input type="checkbox"/>	Matte Black
<input type="checkbox"/>	Painted Aluminum Caps
<input type="checkbox"/>	MP 12860 Chukker Brown



Black Rundle - Brick Veneer (Champion Brick)

DESIGN LAYOUTS ARE COPYRIGHT © 2025

Designer: <u>Shawn Hansen</u>	Date: <u>10/30/25</u>
01: XX.XX.XX ATO Revision	
02: XX.XX.XX ATO Revision	
03: XX.XX.XX ATO Revision	
04: XX.XX.XX ATO Revision	
05: XX.XX.XX ATO Revision	
06: XX.XX.XX ATO Revision	

ARTWORK CHARGE: One customer requested revision allowed per drawing/ estimate. There will be an artwork charge for any customer requested revisions.
 Project: Ryan Meadows - Ryan Meadows-Franklin Gateway Sign - Option C Install Address: 3701 South 112th Street Franklin, WI, 53132
 Sales Person: Matthew Wegner Project Manager: Matthew Wegner
 I have checked the DETAILS of this proof and approve the design. Signs & Lines by Stretch is not responsible for typographical errors. My signature authorizes Signs & Lines by Stretch to proceed with production of this order. I understand that I will be charged for proof and labor, even if I cancel the order after the date.

16240 S990 Rockwood Circle
 Waukesha, WI 53189
 (262) 544-5828
 www.signs.net

CLIENT / PROJECT: Ryan Meadows - Franklin Gateway Sign - Location Proof QUOTE # 62616 SALES ORDER # 62717

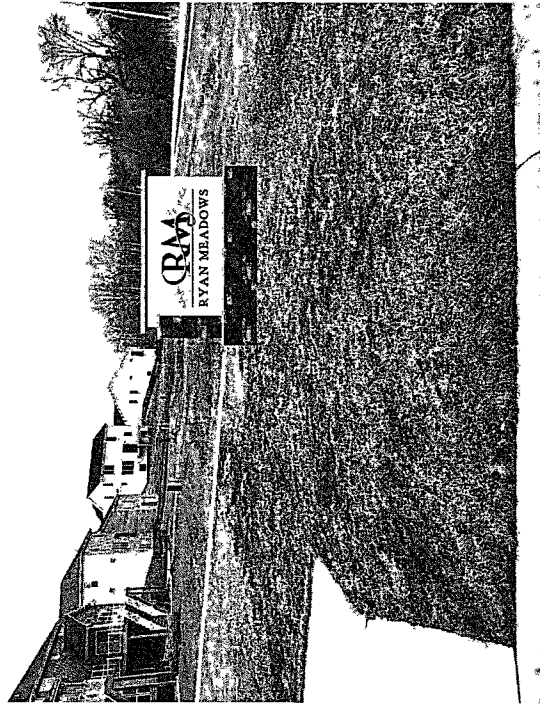
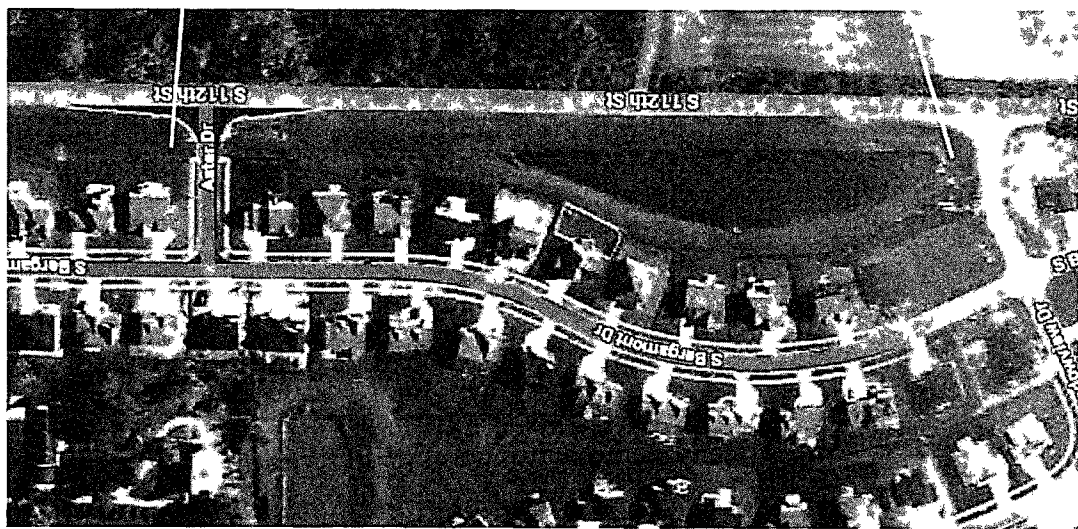
INSTALL PICKUP SHIP

REMOVE EXISTING GRAPHICS YES NO

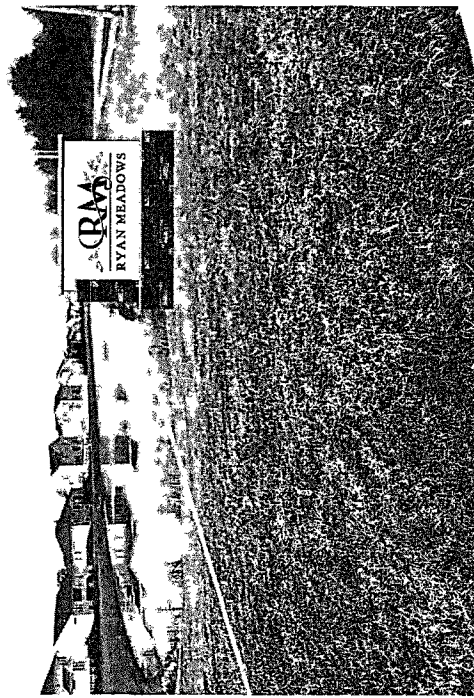
VERSION # 1

PRODUCTION DRAWING

Overhead Placement View



Aster Dr.
Placement



Meadowview Dr.
Placement

ARTWORK CHARGE: One customer requested revision allowed per drawing/ estimate. There will be an artwork charge for any customer requested revisions.

Project: Ryan Meadows - Ryan Meadows-Franklin Gateway Sign - Location Proof Initial Address: 9701 South 112th Street Franklin, WI, 53132

Sales Person: Matthew Wegner Project Manager: Matthew Wegner

I have checked the DETAILS of this proof and approve the design. Signs & Lines by Stretch is not responsible for typographical errors. My signature authorizes Signs & Lines by Stretch to proceed with production of this order. It is understood that it will be charged for postage and labor when it is called for color and/or other fees.

W240 S3890 Pockwood Circle
Waukesha, WI 53189
(262) 544-1628
www.stretch.com

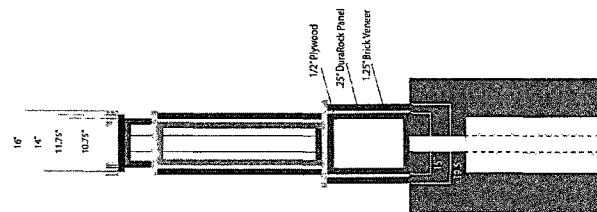
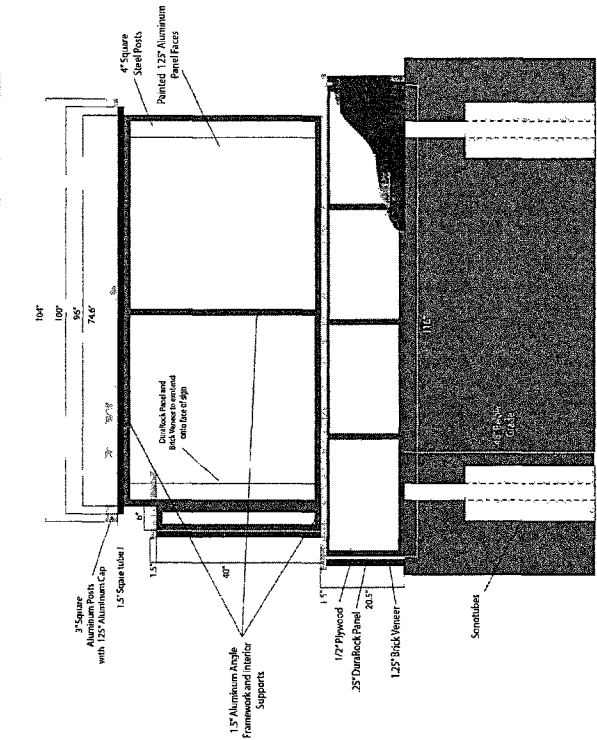


DESIGN LAYOUTS ARE COPYRIGHT © 2026

Designer: Shawn Hansen	Date: 03/30/26
01 XXXXX ATO Revision	
02 XXXXX ATO Revision	
03 XXXXX ATO Revision	
04 XXXXX ATO Revision	
05 XXXXX ATO Revision	
06 XXXXX ATO Revision	

INSTALL PICKUP SHIP

Color Material Key
 MP 0172 Gray Tint
 Male Blue Dimensional Lettering
 Sandstone 7125 Vinyl with Matte 1 Envelope
 MP 1280 Chalkier Brown painted caps



Qty 1
 Double Sided Development Entrance Sign
 4'x8' Aluminum Box Sign with Aluminum Cap
 1/2" Routed Acrylic Dimensional Lettering
 Vinyl Meadow Grass Spot Graphics
 Stone base and pillar with aluminum caps

Painted Sign Aluminum Cap MP 0172 Gray Tint
 Dimensional Acrylic Letters Male Blue Matte Black
 Chalkier Brown

Scale: 1" = 1'-0"

ARTWORK CHARGE: One customer requested revision allowed per drawing/estimate. There will be an artwork charge for any customer requested revisions.

Project: **Ryan Meadows-Franklin Gateway Sign - Construction Drawing** Initial Address: **XXX**

Sales Person: **Matthew Wegner** Project Manager: **Matthew Wegner**

1024 S 3350 Rockwood Circle (823) 544-8828
 West Valley, TN 37150 www.signsbynines.com

Just check the details of the order and artwork charge. Sign Artwork Charge is not applicable by any other means. The sign artwork charge is not to be paid with production. The artwork charge is to be paid for the order and the artwork charge is not to be paid for the order.

Approval: _____ Date: _____

DESIGN LAYOUTS ARE COPYRIGHT © 2026
 Designer: **Shawn Hinson** Date: **2/2/23**

01	Design
02	Revise
03	Revise
04	Revise
05	Revise
06	Revise



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/19/2026
Reports and Recommendations	Resolution authorizing the Director of Health and Human Services, or their Designee, to sign the 2026 Clear Channel Outdoor Media City of Franklin Health Department Contract.	ITEM NUMBER <i>G. I. (d)</i>

Background: The City of Franklin Health Department’s (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education, including alcohol prevention education. In the state of Wisconsin, we know that our alcohol culture is one that our kids become accustomed to at an early age. We strive to ensure they have the tools to make the best decisions as they enter their teens and beyond.

Analysis: The City of Franklin Health Department utilizes a variety of communication methods to share community substance misuse prevention messaging, including print media such as billboards. Clear Channel Outdoor Media is currently the only provider in outdoor marketing with billboards located within the Franklin city limits. FHD has available grant funding to pursue an alcohol prevention billboard during the summer that will encourage adults to have small conversations around alcohol use with their children.

The contract agreement has been reviewed by the City attorney and approved for signature pending Council approval.

Fiscal Note: The contract total of \$4,910 will be paid by the current Drug Free Communities (DFC) Grant. There will be no impact to the City of Franklin budget for these expenses

COUNCIL ACTION REQUESTED

Resolution authorizing the Director of Health and Human Services, or their Designee, to sign the 2026 Clear Channel Outdoor Media City of Franklin Health Department Contract

Health Department: MC

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 05/19/2026

RESOLUTION NO. 2026-____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, OR THEIR DESIGNEE, TO SIGN THE 2026 CLEAR CHANNEL MEDIA CITY OF FRANKLIN HEALTH DEPARTMENT CONTRACT.

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

WHEREAS, In the state of Wisconsin, we know that our alcohol culture is one that our kids become accustomed to at an early age; and

WHEREAS, the FHD has available grant funding to support a alcohol prevention education billboard during the summer of 2026,

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ___ NOES ___ ABSENT ___

ACCOUNT EXECUTIVE

 Inna Cromer
 InnaCromer@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

 5555 Ulmerton Rd
 Clearwater, FL 33760

ORDER #1299283-ISG

City Of Franklin Health Dept - 1370 - 06/08/2026

ADVERTISER

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

BILL TO

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

MILWAUKEE
OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Poster	#MKE001370 - Hwy 100 SS 0.3mi E/O 76th St F/E - 2 - 10'5" x 22'8"	6/8/2026	4-Week	\$1,200.00	4.0	\$4,800.00

PRODUCTION SERVICES

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Milwaukee: eco poster	6/8/2026	1	\$110.00	\$110.00

COMMENTS

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

SUMMARY

Description	Cost
OOH Services	\$4,800.00
Production Services	\$110.00
TOTAL	\$4,910.00

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

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

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

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

TERMS & CONDITIONS

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

- "Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4
- "Campaign" shall mean the advertising services described in the Contract.
- "CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2
- "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns
- "Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract
- "Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract
- "Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time
- "Customer" shall mean the advertiser and any agency or buying service named in the Contract.
- "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract
- "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information
- "Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign
- "Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered
- "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign
- "Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s)
- "Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s)
- "Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed

2. PAYMENT

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

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

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

3.2 OF CLEAR CHANNEL

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

3.3 SANCTIONS COMPLIANCE

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

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

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

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

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

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

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

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

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

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

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

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

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

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

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

4.4 QUANTITY DELIVERABLES

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

4.5 IMPRESSIONS DELIVERABLES

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

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

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

4.7 RIGHTS AND OBLIGATIONS

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

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

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

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

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

6. TERMINATION

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

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

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

7. INDEMNIFICATION AND HOLD HARMLESS

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

8. GENERAL

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

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

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

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

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

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

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

TERMS AND CONDITIONS FOR PRODUCTION AND/OR CREATIVE DESIGN SERVICES

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

1. Services, Content, Production and Delivery.

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

2. Customer's Obligations

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

3. Fees; Invoicing

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

4. Intellectual Property Rights

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

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

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

5. Representations and Warranties; Disclaimer

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

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

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

6. Indemnification

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

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

7. Limitation of Liability; Disclaimer

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

8. Term; Termination

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

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

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

9. Miscellaneous

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

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

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

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

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

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

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

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

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

SIGNATURES

CITY OF FRANKLIN HEALTH DEPT

CLEAR CHANNEL OUTDOOR, LLC

Signature

Signature

Name

Name

Date

Date

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5-19-2026
Reports and Recommendations	A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER	ITEM NUMBER <i>G.I. (e)</i>

Each year the Council must designate the official newspaper for the City of Franklin in which the City publishes its official notices. Pursuant to Chapter 61, Franklin Municipal Code and Wis. Stat § 985.03, bids were solicited and the one bid received was opened May 14, 2026.

Attached for your review is the bid received, which is from NOW Media Group (South Now).

COUNCIL ACTION REQUESTED

Motion adopting Resolution No. 2026-_____, A Resolution Designating an Official Newspaper.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER

WHEREAS, The Wisconsin State Statutes, Chapter 985 provides that the City of Franklin name an official newspaper to publish their legal notices; and

WHEREAS, bids have been solicited pursuant to Section 61, Franklin Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that NOW Media Group (NOW) is hereby designated as the official newspaper of the City of Franklin for one (1) year commencing May 1, 2026 and ending April 30, 2027.

BE IT FURTHER RESOLVED that the price of publication shall not exceed the legal rate for like work.

Introduced at a regular meeting of the Common Council of the City of Franklin on the 19th day of May, 2026 by _____.

Passed and adopted by the Common Council on the 19th day of May, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



Invitation for Bid – 2026

March 23, 2026

City of Franklin
City Clerk- Shirley Roberts
9229 W Loomis Rd
Franklin, WI, 53132

The below information is the state certified information for the NOW Newspapers South NOW newspaper for legal advertising.

Name of Type: Unify Sans
Type size: 6

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 19, 2026
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend Ordinance No. 2025-2717, An Ordinance to Amend Chapter 183 Article VI Drugs and Drug Paraphernalia, of the Municipal Code of the City of Franklin, Wisconsin, to Renumber §183-23.1 Harmful Substances, to §183-25 Harmful Substances, and to Create §183-24 Hemp-Derived Cannabinoid Regulations; to Renumber §183-25 Created Thereunder Back to §183-23.1 and §183-24 Created Thereunder to §183-23.2	ITEM NUMBER G. 2.

Ordinance No. 2025-2717 was adopted by the Common Council at its meeting on December 16, 2025. Annexed hereto is a copy of same. In its process of updating the Municipal Code, the City's consultant, General Code, has advised that the renumbering in Ordinance No. 2025-2717 had created a duplication of Code sections numbering, as §183-24 and §183-25 created therein already existed for unrelated other purposes provisions in a different Article of Chapter 183, and that the renumbering should be changed to maintain the provisions stated and adopted in Ordinance No. 2025-2717 in Article VI as intended. A draft ordinance to do so is annexed hereto.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend Ordinance No. 2025-2717, An Ordinance to Amend Chapter 183 Article VI Drugs and Drug Paraphernalia, of the Municipal Code of the City of Franklin, Wisconsin, to Renumber §183-23.1 Harmful Substances, to §183-25 Harmful Substances, and to Create §183-24 Hemp-Derived Cannabinoid Regulations; to Renumber §183-25 Created Thereunder Back to §183-23.1 and §183-24 Created Thereunder to §183-23.2.

ORDINANCE NO. 2026-_____

draft 5/13/26

AN ORDINANCE TO AMEND ORDINANCE NO. 2025-2717, AN ORDINANCE TO AMEND CHAPTER 183 ARTICLE VI DRUGS AND DRUG PARAPHERNALIA, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, TO RENUMBER §183-23.1 HARMFUL SUBSTANCES, TO §183-25 HARMFUL SUBSTANCES, AND TO CREATE §183-24 HEMP-DERIVED CANNABINOID REGULATIONS; TO RENUMBER §183-25 CREATED THEREUNDER BACK TO §183-23.1 AND §183-24 CREATED THEREUNDER TO §183-23.2

WHEREAS, Ordinance No. 2025-2717, An Ordinance to Amend Chapter 183 Article VI Drugs and Drug Paraphernalia, of the Municipal Code of the City of Franklin, Wisconsin, to Renumber §183-23.1 Harmful Substances, to §183-25 Harmful Substances, and to Create §183-24 Hemp-Derived Cannabinoid Regulations, was adopted by the Common Council at its meeting on December 16, 2025; and

WHEREAS, in its process of updating the Municipal Code, the City’s consultant, General Code, has advised that the renumbering in Ordinance No. 2025-2717 had created a duplication of Code sections numbering, as §183-24 and §183-25 created therein already existed for unrelated other purposes provisions in a different Article of Chapter 183, and that the renumbering should be changed to maintain the provisions stated and adopted in Ordinance No. 2025-2717 in Article VI as intended.

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

SECTION 1: Ordinance No. 2025-2717, only as to “Section 1: §183-23.1 Harmful substances, of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby renumbered to §183-25 Harmful substances”, be and the same is hereby rescinded, as the then previously numbered §183-23.1 shall remain so numbered.

SECTION 2: Ordinance No. 2025-2717, only as to “Section 2: §183-24 Hemp-derived cannabinoid regulations, of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby created to read as follows: §183-24 Hemp-derived cannabinoid regulations...”, is hereby amended to replace and renumber §183-24 with §183-23.2.

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.

ORDINANCE NO. 2026-_____

Page 2

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

SECTION 5: This ordinance shall take effect and be in force following its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin 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 _____

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2025-2717

AN ORDINANCE TO AMEND CHAPTER 183 ARTICLE VI DRUGS AND DRUG PARAPHERNALIA, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, TO RENUMBER §183-23.1 HARMFUL SUBSTANCES, TO §183-25 HARMFUL SUBSTANCES, AND TO CREATE §183-24 HEMP-DERIVED CANNABINOID REGULATIONS

WHEREAS, the Franklin Health Department having reviewed Article VI “Drug and Drug Paraphernalia” and 183-23 Marijuana; synthetic marijuana, of the Municipal Code, as a part of its research and study with regard to public health concerns which have arisen with regard to hemp-derived cannabinoids; and

WHEREAS, the Franklin Health Department and Franklin Board of Health having recommended the inclusion of hemp-derived cannabinoid regulations within the Franklin Municipal Code; and

WHEREAS, the Common Council having considered the Health Department recommendation and have determined such amendments to be in the interests of furthering the public health, safety, and welfare.

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

SECTION 1: §183-23.1 Harmful substances, of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby renumbered to §183-25 Harmful substances.

SECTION 2: §183-24 Hemp-derived cannabinoid regulations, of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby created to read as follows:

§183-24 Hemp-derived cannabinoid regulations

A. Definition. In this Section, hemp-derived cannabinoid constitutes one of the many intoxicating cannabinoids found in the cannabis plant or a synthetic version thereof.

- (1) A cannabinoid other than delta-9 tetrahydrocannabinol (THC), or an isomer derived from such cannabinoid (delta-8 THC, delta-10 THC, hexahydrocannabinol (HHC), HHC-O, THCA, THC-O, THCP, THCV); or
- (2) A hemp-derived product containing delta-9 tetrahydrocannabinol in a concentration of 0.3 percent or less

- (3) Does not include non-intoxicating cannabinoids, including cannabidiol (CBD), which is an active ingredient in cannabis, but does not cause intoxication by itself, is not addictive, and does not contain other isomers as listed above
- B. Possession, use, age. It shall be illegal for a person under the age of twenty-one (21) to possess or use any amount of a hemp-derived cannabinoid including delta-8 THC, delta-10 THC, HHC, HHC-O, THCA, THC-O, THCP, or THCv except as specifically allowed by Wisconsin law.
- C. Sale, delivery, age. It shall be illegal to sell or deliver any hemp-derived cannabinoid product containing delta-8 THC, delta-10 THC, HHC, HHC-O, THCA, THC-O, THCP, or THCv to a person under the age of twenty-one years, except as specifically allowed by Wisconsin law.
- D. Age verification. It shall be illegal to sell or deliver any hemp-derived cannabinoid product containing delta-8 THC, delta-10 THC, HHC, HHC-O, THCA, THC-O, THCP, or THCv to a person without having first verified their age by having the purchaser present a valid photo identification.
- E. Sale area prohibitions. Hemp-derived cannabinoids shall not be sold within 750 feet of a hospital, church, or youth-serving organization such as, but not limited to: childcare centers, pre-schools, public or parochial schools, tribal schools, playgrounds, city or county parks, sporting arenas, or organizations with specific interest to serve children (Boys & Girls Club, YMCA, Head Start, etc.) The distance shall be measured by the shortest route along a designated roadway or walking path from the main entrance of the youth-serving business/organization to the premises selling hemp-derived cannabinoid products. The prohibition in this Subsection does not apply to businesses selling hemp-derived cannabinoids from a location used for said sales prior to December 16, 2025.
- F. Penalties. Persons violating this Section as it regulates pursuant to Subsections B., C., and D. shall be subject to a forfeiture of not less than \$100.00 or more than \$500.00. Persons violating this Section as it regulates pursuant to Subsection E. shall be subject to a forfeiture of not less than \$500.00 or more than \$1,000.00.

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.

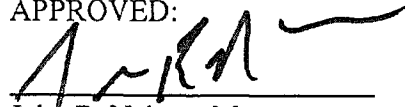
SECTION 4: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 5: This ordinance shall take effect and be in force following its passage and publication, and then upon January 1, 2026.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of December, 2025, by Alderperson Day.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of December, 2025.

APPROVED:



John R. Nelson, Mayor

ATTEST:



Shirley J. Roberts, City Clerk

AYES 6 NOES 0 ABSENT 0

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 19, 2026
REPORTS AND RECOMMENDATIONS	An Ordinance to Create §245-19 “Impoundment of Vehicles for Reckless Driving”, of the Municipal Code of Franklin, Wisconsin	ITEM NUMBER 6.3.

Attached is a copy of the above-entitled Ordinance, which provides in the Whereas provisions that: “2025 Wis. Act 46 enacted on October 31, 2025 and effective on November 2, 2025, amended Wis. Stat. § 349.115 Authority to impound vehicles, to provide that a political subdivision may pass an ordinance that authorizes a law enforcement officer, at his or her discretion, to impound a vehicle used in a reckless driving offense at the time the operator of the vehicle is cited or arrested for the offense, as prior law allowed impoundment only if the operator of the vehicle was the owner of the vehicle and was convicted of a prior reckless driving offense for which the owner had not paid the full forfeiture assessed against him or her; and... the statutory amendment provides for a stronger less conditional enforcement procedure for reckless driving violations, which shall serve to protect and enhance the public health, safety and welfare.” The subject matter has been substantially reviewed by the Franklin Police Department, and the Department recommends adoption of the above-entitled Ordinance.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Create §245-19 “Impoundment of Vehicles for Reckless Driving”, of the Municipal Code of Franklin, Wisconsin.

Police Dept.: Sgt. D’Angelo, Sgt. Martinez; Legal Services Dept.: jw

ORDINANCE NO. 2026-_____

AN ORDINANCE TO CREATE §245-19 “IMPOUNDMENT OF VEHICLES
FOR RECKLESS DRIVING”, OF THE MUNICIPAL CODE OF THE
CITY OF FRANKLIN, WISCONSIN

WHEREAS, 2025 Wis. Act 46 enacted on October 31, 2025 and effective on November 2, 2025, amended Wis. Stat. § 349.115 Authority to impound vehicles, to provide that a political subdivision may pass an ordinance that authorizes a law enforcement officer, at his or her discretion, to impound a vehicle used in a reckless driving offense at the time the operator of the vehicle is cited or arrested for the offense, as prior law allowed impoundment only if the operator of the vehicle was the owner of the vehicle and was convicted of a prior reckless driving offense for which the owner had not paid the full forfeiture assessed against him or her; and

WHEREAS, the statutory amendment provides for a stronger less conditional enforcement procedure for reckless driving violations, which shall serve to protect and enhance the public health, safety and welfare.

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

SECTION 1: §245-19 Impoundment of Vehicles for Reckless Driving, of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

§245-19 Impoundment of Vehicles for Reckless Driving

- (1) Law enforcement officers authorized. Pursuant to Wis. Stat. § 349.115, City police officers are authorized, at their discretion, to impound any vehicle used in the commission of a violation of Wis. Stat. § 346.62, or a City ordinance in strict conformity with Wis. Stat. § 346.62, at the time of issuing a citation or making an arrest for the offense.
- (2) Length of impoundment. The vehicle can be impounded until the reasonable costs of impounding the vehicle, including towing or other transportation costs and storage costs, and until any outstanding fines or forfeitures owed by the owner of the vehicle are fully paid. After payment of the above listed costs and fine or forfeiture amounts, the vehicle shall be returned to its owner.
- (3) Identification of stolen vehicles. Upon impounding a vehicle under Subsection (1), a police officer shall make a reasonable effort to determine if the vehicle has been reported as stolen. If the officer

determines that the vehicle has been reported as stolen, the officer or police department shall make a reasonable attempt to contact the vehicle owner. Notwithstanding Subsection (2), the City shall return to its owner a vehicle reported as stolen and impounded under Subsection (1) without the payment of a fee or charge. If a vehicle reported as stolen remains unclaimed for more than 60 days after impoundment, the City may dispose of the vehicle following the same procedure as provided for disposing of an abandoned vehicle under Wis. Stat. § 342.40.

(4) Disposal. If the vehicle remains impounded and is unclaimed after 90 days after the disposition of the charge for which the vehicle was impounded, the vehicle may be disposed of in the same manner provided in Wis. Stat. § 342.40, for disposing of an abandoned vehicle.

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

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

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

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 19, 2026
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend §19-2B. Citizen Comment Period, of the Municipal Code of the City of Franklin, Wisconsin, Following Common Council Review of the Process of Such Sessions at Common Council Meetings	ITEM NUMBER G.4.

The Common Council reviewed the citizen comment period process at its meeting on May 5, 2026, concluding with the proposal to amend the Municipal Code to provide that each person may only speak once during the citizen comment period at a meeting. Annexed hereto is a draft Ordinance as above-entitled, pursuant to the direction of the Common Council.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend §19-2B. Citizen Comment Period, of the Municipal Code of the City of Franklin, Wisconsin, Following Common Council Review of the Process of Such Sessions at Common Council Meetings.

Mayor John R. Nelson

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND §19-2B. CITIZEN COMMENT PERIOD, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, FOLLOWING COMMON COUNCIL REVIEW OF THE PROCESS OF SUCH SESSIONS AT COMMON COUNCIL MEETINGS

WHEREAS, the Common Council at its meeting on May 5, 2026 reviewed Municipal Code §19-2B. Citizen comment period, in conjunction with a survey of other Southeastern Wisconsin municipalities with regard to their processing of a citizen comment period; and

WHEREAS, the Common Council having considered appropriate amendments to the Code provision to improve efficiency, ensure fairness, and maintain orderly Common Council meetings, and having considered the existing Code provisions and having determined to provide one amendment so as to not allow for repetitive speaking times by a same individual.

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

SECTION 1: §19-2B. Citizen comment period, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows *[note: additions appear in underlined text; unchanged text is not highlighted]*:

§19-2B. Citizen comment period.

(1) Every agenda of City Council meetings shall include, immediately following roll call, an agenda item entitled "citizen comment period." Such agenda item shall authorize any person to address the City Council.

(2) During the citizen comment period, no person shall speak for longer than three minutes at each Council meeting, unless the City Council shall direct otherwise to an individual. City Council direction may take the form of unanimous consent. Each person may only speak once during the citizen comment period.

(3) Nothing contained in this subsection is intended to limit in any way the right of the electorate to petition or in any manner contact City government officials.

SECTION 2: Any previous Meeting Rules of Decorum or other regulations previously adopted and/or authorized by the Common Council pertaining to the citizen comment period shall no longer be in effect.

ORDINANCE NO. 2026-____

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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.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

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

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

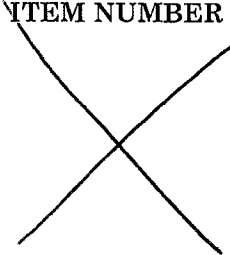
APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 5, 2026
REPORTS AND RECOMMENDATIONS	Common Council Discussion and Direction with Regard to Potential Amendments to Municipal Code §19-2B. Citizen Comment Period, with Regard to the Process of Such Sessions at Common Council Meetings; An Ordinance to Amend §19-2B. Citizen Comment Period, of the Municipal Code of Franklin, Wisconsin, with Regard to the Process of Such Sessions at Common Council Meetings	ITEM NUMBER 

Annexed hereto is a report prepared by the City Clerk's Office for a survey the Office did of surrounding municipalities on how they conduct a citizen comment period. Time limits on the session, time limits on the person speaking, requirements for filling out a form or executing a sign-up sheet prior to participating, and the existence of rules of decorum were among the subject items surveyed. Below is the existing Municipal Code provision for the Citizen comment period at Common Council meetings. This item is provided to the Common Council for its discussion, deliberation and direction as to potential changes to the Citizen comment period.

A draft of An Ordinance to amend Municipal Code §19-2B. Citizen comment period is also annexed hereto.

§19-2B. Citizen comment period.

- (1) Every agenda of City Council meetings shall include, immediately following roll call, an agenda item entitled "citizen comment period." Such agenda item shall authorize any person to address the City Council.
- (2) During the citizen comment period, no person shall speak for longer than three minutes at each Council meeting, unless the City Council shall direct otherwise to an individual. City Council direction may take the form of unanimous consent.

[Amended 3-5-2002 by Ord. No. 2002-1708; 8-18-2009 by Ord. No. 2009-1976]

- (3) Nothing contained in this subsection is intended to limit in any way the right of the electorate to petition or in any manner contact City government officials.

COUNCIL ACTION REQUESTED

As the Common Council may so direct;

and

A motion to adopt An Ordinance to Amend §19-2B. Citizen Comment Period, of the Municipal Code of Franklin, Wisconsin, with Regard to the Process of Such Sessions at Common Council Meetings.

Mayor John R. Nelson

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND §19-2B. CITIZEN COMMENT PERIOD, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN, WITH REGARD TO THE PROCESS OF SUCH SESSIONS AT COMMON COUNCIL MEETINGS

WHEREAS, the Common Council reviewed Municipal Code §19-2B. Citizen comment period, in conjunction with a survey of other Southeastern Wisconsin municipalities with regard to their processing of a citizen comment period; and

WHEREAS, the Common Council having determined appropriate amendments to the Code provision to improve efficiency, ensure fairness, and maintain orderly Common Council meetings.

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

SECTION 1: §19-2B. Citizen comment period, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows *[note: deletions appear in strike-through text; additions appear in underlined text; unchanged text is not highlighted]*:

§19-2B. Citizen comment period.

(1) Every agenda of City Council meetings shall include, immediately following roll call, an agenda item entitled "citizen comment period." Such agenda item shall authorize any person to address the City Council. The citizen comment period shall not exceed 30 minutes, unless the City Council shall decide to extend the time for a specified amount of minutes, upon passage therefore of a supermajority vote.

(2) During the citizen comment period, no person shall speak for longer than three minutes at each Council meeting, regardless of the representation of others by the person, unless the City Council shall direct otherwise to an individual. City Council direction may shall take the form of unanimous consent. Each person may only speak once during the citizen comment period. Comments by the person must be directed to the presiding officer at the meeting. The citizen comment period is not a question-and-answer session. Council members and City staff shall not engage in dialogue during the citizen comment period. Repetitive, irrelevant, or disruptive comments shall be ruled out of order. The presiding officer may issue warnings, terminate comments, or direct removal of a person or persons if necessary to improve efficiency, ensure fairness, and/or maintain an orderly meeting.

(3) Nothing contained in this subsection is intended to limit in any way the right of the electorate to petition or in any manner contact City government officials.

SECTION 2: Any previous Meeting Rules of Decorum or other regulations previously adopted and/or authorized by the Common Council pertaining to the citizen comment period shall no longer be in effect.

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.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

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

Municipality	Time Limits	Resident Requirement	Speaking as Representative	When is the Citizen Comment Period	Notes
Brookfield	<ul style="list-style-type: none"> -15 minute timer is set, sometimes citizens don't abide by it -If a controversial topic is on agenda, they may extend the time limit 	Not required	Same rules	Very beginning	<ul style="list-style-type: none"> -They like the timer - They have a form citizens fill out at meeting with their name and address and if they would like to oppose, form not required
Greenfield (Jennifer)	2-3 minutes per person, up to 30 minutes	Not required	Same rules	Beginning right after approving past minutes	<ul style="list-style-type: none"> -Mayor asks that if someone else says something that they were going to say, they can agree and then add, to try to minimize repetitive comments -Sign up sheet that the Mayor then calls up the citizen in order they signed up
Menomonee Falls (Jackie)	3 minutes per person, can run over sometimes	Required	Same rules, unless the council has decided otherwise	Beginning	-Form that citizens fill out ahead of the meeting, submit to Clerk
Mequon (Carolyn)	5 minutes per person, Mayor sets timer on phone	Not required	Same rules	2 comment periods, if an item is not on agenda at	

				beginning, and then if they would like to speak on an agenda item, then they come up then	
Muskego (Kerri)	3 Minutes, Mayor handles the timing	Residents and Taxpayers only	n/a-have never experienced this	Beginning	They submit a comment card to the Clerk to speak
New Berlin (Rubina)	3 minutes per person up to 30 mins, council can vote to extend the comment period in 15 minute increments	Required	Same Rules	Beginning	<ul style="list-style-type: none"> -They read off rules of decorum before -They are changing their citizen comment period to only have people speak on items that are on the agenda
Oak Creek (Krista)					Do not have Citizen Comment Period, public hearings only
Pleasant Prairie (Grace)	<ul style="list-style-type: none"> -If more than 5 people signed up to speak, then 3 mins each -If less than 5 people signed up, then 5 minutes each 	Not required	<ul style="list-style-type: none"> -If the representative is signed up during citizen comment period, then they follow the same rules -If the representative is introduced during an agenda item, then no time limit 	Beginning	<ul style="list-style-type: none"> If someone wants to speak, they are encouraged to contact the Clerk, though not required. Sign up sheet at podium at beginning of meeting, then Clerk calls them up based on that.

<p>South Milwaukee (Steve)</p>	<p>Nothing defined, up to mayor, usually 3 minutes</p>	<p>Not required</p>	<p>Same rules</p>	<p>Beginning, but they period for each agenda item</p>	<p>-Clerk said that they do not prefer this current format, that they preferred Mukwonago where there were printed guidelines for citizen comment period, and Wauwatosa where there is not citizen comment period during council, only during committee meetings</p>
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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 5/19/26</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p align="center">A Resolution Authorizing the City of Franklin Fire Department to Execute an Intergovernmental Agreement with Milwaukee County for the provision of Emergency Medical Services</p>	<p align="center">ITEM NUMBER G.5.</p>

Background

The City of Franklin Fire Department has participated in the Milwaukee County Emergency Medical Services (EMS) System as an Advanced Life Support (ALS) provider since the late 1980's when the first Franklin Paramedics were trained and our first Paramedic ambulance was placed in service. The attached Intergovernmental Agreement will replace a prior agreement that was in force from 2017 to 2025.

Summary

At the direction of the Intergovernmental Cooperation Council (ICC), the Milwaukee County Association of Fire Chiefs worked with representatives of Milwaukee County to draft an updated successor agreement. While the proposed agreement has an updated format, its terms are very similar to previous agreements.

As part of the agreement, Milwaukee County will provide medical direction (both online and offline) to include patient care protocols, policies, procedures and standards, as well as medical oversight of all municipal EMS clinicians and a continuous quality improvement program. Additionally, Milwaukee County agrees to provide continuing education and training for all EMS clinician service levels required to maintain state licensure. Furthermore, the county will continue to provide capital equipment including cardiac monitor/defibrillators for Franklin's three (3) paramedic ambulances and equipment for whole blood transfusions, programs for tracking controlled substances in compliance with Drug Enforcement Administration requirements, and coordination and oversight of EMS research projects benefiting the citizens served by the Milwaukee County EMS system. Finally, the County will continue to provide software platforms for electronic patient care records and "CAD-2-CAD" integration of municipal 911 dispatch centers to allow efficient dispatching of the closest Fire / EMS units countywide.

Each municipality agrees to provide emergency medical response and patient care, treatment and/or transportation to appropriate medical facilities for residents and visitors of Milwaukee County. Municipalities are also responsible for staffing, purchasing, equipping and maintaining EMS vehicles and supplies used to provide these services. All participating municipalities agree to share paramedic ambulances, as necessary, to swiftly and effectively provide EMS care throughout Milwaukee County.

As was the case in the previous agreement, supplemental funding for the Milwaukee County EMS System has been maintained by Milwaukee County at \$2.5 million annually. This supplemental funding is divided among all participating municipalities using a distribution formula that has been in place since 2017. The distribution formula is based on each community's response area (in square miles), population served, and number of ALS patient transports from the prior year. This information can be found in Exhibit B of the IGA. Distribution levels fluctuate from time to time depending on the number of patients transported and number of paramedic units in service throughout the county. The City of Franklin's 2026 supplemental funding payments total \$197,703.

The proposed IGA has been reviewed by the City of Franklin Attorney, Department of Administration and Fire Department command staff, as well as legal counsel representing the ICC and has been approved by the ICC and the Milwaukee County Association of Fire Chiefs.

The term of the initial IGA is 5 years (2026-2030), with optional one-year extensions from 2031-2035.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No 2026-_____, A Resolution Authorizing the City of Franklin Fire Department to Execute an Intergovernmental Agreement with Milwaukee County for the provision of Emergency Medical Services.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN FIRE DEPARTMENT TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH MILWAUKEE COUNTY FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES

WHEREAS, the City of Franklin Fire Department has participated in the Milwaukee County Emergency Medical Services (EMS) System as an Advanced Life Support (ALS) provider since the late 1980's.

WHEREAS, the proposed Intergovernmental Agreement will replace a prior agreement that was in place from 2017 to 2025.

WHEREAS, Milwaukee County agrees to provide medical direction, oversight, continuing education to local EMS clinicians, as well as several other programs, equipment and supplemental funding to assure the highest level of pre-hospital Advanced Life Support (ALS) services are available to citizens of Milwaukee County.

WHEREAS, local municipalities agree to provide ALS level emergency medical response and patient care, treatment and transportation to medical facilities for all residents and visitors to Milwaukee County.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize the City of Franklin Fire Department to Execute an Intergovernmental Agreement with Milwaukee County for the provision of Emergency Medical Services.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____



OFFICE OF EMERGENCY MANAGEMENT
Procurement Division

Master Intergovernmental Agreement

INFOR Contract #:

Bonfire Contract #:

MILWAUKEE COUNTY

MASTER INTERGOVERNMENTAL AGREEMENT



For Provision of Emergency Medical Services



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3 PREAMBLE

This **MASTER INTERGOVERNMENTAL AGREEMENT** (the “**Agreement**”) is dated **January 1, 2026** (the “**Effective Date**”) and is between the **Office of Emergency Management (“OEM”), Emergency Medical Services Division (“EMS”) of Milwaukee County**, a Wisconsin municipal body corporate located at 901 N. 9th Street, Milwaukee, WI 53233 (the “**County**”), and _____, a _____ (the “**Agency**”).

located at _____ (the “**Agency**”).

The Agency and the County are referred to as the “**Parties**” throughout this Agreement.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:



4 DEFINITIONS

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined in any Exhibits have the meanings assigned to them in the applicable Exhibit, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

Figure 4-1: Definitions

Term	Definition
<p>Department</p>	<p>A subunit of Milwaukee County government established by law or executive authority and tasked with the performance of a specific public function or service. For example, the Department of Administrative Services (“DAS”) or Department of Health and Human Services (“DHHS”). Departments may be comprised of one or more divisions or subunits assigned to particular functions within the overall mission of the Department, such as the Procurement Division of DAS or Children, Youth, and Family Services Section of DHHS.</p>
<p>Emergency Condition(s)</p>	<p>A sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both.</p>
<p>EMS Services</p>	<p>Emergency Medical Services provided to constituents and visitors within Milwaukee County by the Agency under this Agreement.</p>
<p>Federal</p>	<p>The Federal government of the United States as established by the U.S. Constitution and operating under constitutional authority, including the branches of government (executive, legislative, and judicial), and the laws, courts, and agencies created at the national level.</p>
<p>Hazardous Situation</p>	<p>A situation that creates a level of threat to life, property, health or the environment.</p>
<p>MCCO</p>	<p>The Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances</p>
<p>Milwaukee County</p>	<p>May also be called “County”. A county located in the State of Wisconsin, United States with its county seat in the city of Milwaukee. For purposes of this Agreement, the County includes the Milwaukee County municipal body corporate, all Departments and Divisions of that body, and any elected officials of that body.</p>
<p>OEI</p>	<p>The Office of Economic Inclusion, division of Milwaukee County’s Department of Administrative Services (DAS) which designs, implements, monitors and enforces Milwaukee County’s targeted, small, and Disadvantaged Business Enterprise (DBE) programs.</p>
<p>Risk</p>	<p>The Risk Management Division of the Department of Administrative Services. Risk Management oversees all lines of liability claim administration, self-insurance functions, excess insurance procurement, safety and loss prevention and ensures proper risk transfer techniques for all the county’s contractual obligations.</p>



Figure 4-1: Definitions

Term	Definition
State	The State of Wisconsin and all the Departments thereof, which on May 29, 1848, became a sovereign governmental entity and the 30 th state of the United States with all the rights, powers, and privileges of a public body corporate which allow it to function in the public interest. The State of Wisconsin is located in the Great Lakes region of the Midwest United States, bordered by Minnesota to the west, Iowa to the southwest, Illinois to the south, Lake Michigan to the east, and Lakes Superior and Michigan to the north. The state capitol is Madison.

When a term is not defined in this Section, within the body of this Agreement and any Exhibits to this Agreement, the Parties shall first refer to the definitions of such terms as stated in the most current edition of [Black's Law Dictionary](#), second to the definitions as published in the [Milwaukee County Terms In Use Guide](#), third to the most current edition of the [Oxford Dictionary of English](#), and last to common-use definitions in the year of execution of the Agreement.

5 ORDER OF PRECEDENCE; STRUCTURE

5.1 ORDER OF PRECEDENCE

The Agreement includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Parties shall follow the order below when resolving any inconsistencies between the terms of the Agreement and the terms of any exhibits, attachments, or amendments to the Agreement:

- 5.1.1 This Master Intergovernmental Agreement
- 5.1.2 The Insurance Requirements Form (Exhibit A)
- 5.1.3 EMS Subsidy Calculation (Exhibit B) and
- 5.1.4 Any addenda, amendments, or attachments to this Agreement, which shall have precedence in the order they are attached.

The Parties intend that the various Agreement documents supplement one another and agree that any interpretation of the documents must avoid creating or assuming conflict between Agreement documents.

6 SCOPE OF SERVICES

6.1 MILWAUKEE COUNTY'S OBLIGATIONS

6.1.1 REGULATORY

Milwaukee County shall comply with all applicable requirements outlined in Wisconsin State Statutes Chapter 256 and DHS 110, DOT 309, and the Milwaukee County Code of Ordinances Chapter 97.

6.1.2 EDUCATION

Milwaukee County shall provide continuing education for all EMS Clinician service levels to all municipalities in order to ensure EMS Clinicians and the Agency maintain Wisconsin State EMS licenses as well as NREMT certifications. The County shall collaborate with the Agency to create the most efficient means possible to deliver educational services



described in this Agreement, with the intent to ensure provider departments are able to provide EMS services to their assigned response area(s) while also balancing the County's access to education resources.

Milwaukee County reserves the right to:

- 6.1.2.1 provide services detailed in this section either through County employees or contractors and
- 6.1.2.2 temporarily limit class enrollment and change or cancel class scheduling based on resources to include incidental staffing issues.

The County shall ensure education programs meet the State of Wisconsin license requirements and qualify EMS Clinicians for renewal in the National Registry of Emergency Medical Technicians – NREMT. The County will employ Clinician Development Units (CDU) vehicles to bring education to the system and gain an understanding of operations to develop guidelines, policies and procedures.

6.1.2.3 REQUESTING SERVICES

Agency requests for initial EMS education at any licensing level will be handled through a separate amendment between Milwaukee County and the Agency. The Agency may request specialized EMS Education outside of continuing education on a fee for service basis.

6.1.3 MEDICAL DIRECTION

Milwaukee County shall provide online and offline medical direction to the Agency to include formal patient care protocols, policies, procedures, and standards, as well as medical oversight of all Agency employees active in the provision of EMS Services.

6.1.4 CAPITAL EQUIPMENT

Milwaukee County shall provide and maintain certain capital equipment as follows:

- 6.1.4.1 Provide maintenance services for:
 - 6.1.4.1.1 The current inventory of cardiac monitor-defibrillator equipment and HIPAA-compliant communications equipment necessary to transmit voice and electrocardiogram (“ECG”) data on any transporting ambulances as defined in Wisconsin Administrative Code, Department of Health Services, DHS Section, 110.50.
 - 6.1.4.1.2 The current inventory of blood coolers. The County maintains the right to relocate these coolers as needed to optimize patient care in consultation with the hosting municipality.
- 6.1.4.2 Provide logistical tracking software for blood coolers to comply with American Blood Bank Association requirements.
- 6.1.4.3 Perform Capital replacement of cardiac monitors and communication equipment based on the annual budgetary appropriations of the County. The County shall consult the Agency, with adequate advanced notice of at least 18 months, to coordinate the planned replacement of capital equipment that is within the County's financial responsibility. Milwaukee County will maintain a reserve stock of cardiac monitors for loan upon request and as available. Replacement of the current inventory of cardiac monitor-defibrillator equipment and communications equipment shall be in accordance with the number of ambulances in each municipality as provided in Figure 6-1, below:



Figure 6-1: Med Units by Agency	
Name of Fire Department	Transporting ALS units
128th Air National Guard	0
Cudahy Fire Department	1
Franklin Fire Department	3
Greendale Fire Department	2
Greenfield Fire Department	2
Hales Corners Fire Department	1
Milwaukee County Fire Department	0
Milwaukee Fire Department	14
North Shore Fire / Rescue	3
Oak Creek Fire Department	3
South Milwaukee Fire Department	3
St. Francis Fire Department	1
Wauwatosa Fire Department	2
West Allis Fire Department	2

The County and the Agency shall negotiate responsibility for purchase and maintenance of cardiac monitor-defibrillator and communication equipment for new ambulances placed in service during the Agreement's Term. The Agency shall notify the County of new ambulances to be placed in service as far in advance of each ambulance's service activation date as possible.

6.1.5 OPERATIONS

Milwaukee County shall:

- 6.1.5.1 Provide software to track controlled substances in compliance with Drug Enforcement Administration requirements.
- 6.1.5.2 Order and establish chain of custody for controlled substances as outlined in operational policy for each municipality.
- 6.1.5.3 Provide guidelines, education, policies, and controlled substances for Mobile Integrated Health ("MIH"). MIH operations will follow MIH scope of practice under OEM Medical Direction. MIH operational conflicts shall be resolved in good faith dispute resolution. Service contracts between payors and fire departments are not covered by this Agreement.
- 6.1.5.4 Milwaukee County reserves the right to establish minimum entrance requirements into the Milwaukee County EMS System for Advanced Emergency Medical Technical (AEMT) and Emergency Medical Technician-Paramedic (EMT-P) clinicians by way of the formalized onboarding process.

6.1.6 RESEARCH

Milwaukee County shall be solely responsible for securing funding, equipment, administration, logistics and education, necessary to allow the Agency to participate in research projects that are initiated by an institution with approval from a fully accredited Institutional Review Board ("IRB") via the Association for the Accreditation of Human Protection Programs, Inc. ("AARPP") with oversight from a Human Research Protection Program ("HRPP"). The County shall also:



- 6.1.6.1 Assure that any patient care research that requires new or updated equipment, software or hardware will be considered a direct expense of the organization requesting a research study be conducted by the EMS agencies within the County of Milwaukee. All avenues to recover and reimburse these costs will be explored by the organization requesting the research study within the research organization's legal and ethical constraints.
- 6.1.6.2 Provide Human Subjects Protection Training ("HSPT") every 2 years as part of the EMS Clinician continuing education matrix.
- 6.1.6.3 Ensure all studies conducted within the County EMS System shall have Institutional Review Board (IRB) approval from an accredited IRB for federal-wide assurance of human protection of human subjects and Office of Emergency Management EMS Research Committee approval and that said study is monitored by a Human Research Protection Program (HRPP).
- 6.1.6.4 Ensure that indirect costs of research such as but not limited to, meeting attendance, protocol compliance and quality improvement efforts will be based on a mutually agreed upon exchange of services and payment between the County and the Principal Investigator of the study. County will pass along to the Agency the exchange of services or payments received.
- 6.1.6.5 Ensure all EMS research studies performed in the County of Milwaukee will be reviewed and approved following County OEM - EMS Research Policies and Procedures and by the County OEM - EMS Research Committee. The County shall limit the participation of high system impact studies to no more than two (2) running concurrently without explicit discussion and agreement with the Milwaukee County Association of Fire Chiefs.

6.1.7 QUALITY ASSURANCE

Milwaukee County will facilitate a continuous quality improvement program to identify improvement strategies for EMS operations. The Agency agrees to participate in the quality improvement program in good faith and to make all reasonable efforts to contribute to its success. Milwaukee County will review high profile and sentinel events involving EMS care in an expedited fashion.

6.1.8 INTEROPERABILITY

Milwaukee County will continue to provide services for the CAD-2-CAD project at its current scope. Agencies agree to continue to participate in the CAD-2-CAD Project at its current scope. If additional enhancements are considered in the future, the Parties will mutually agree via written amendment to the scope, cost, and resource requirements and obligations of both Parties prior to implementation. The County will also provide the FirstWatch connection at its current scope as a data source to the Agency's Fire Department(s).

6.1.9 DATA ANALYTICS

Milwaukee County shall formally provide the Agency a software platform to complete accurate patient care records which is compliant with local, state, and federal requirements. The County shall protect healthcare data provided by the Agency in accordance with state and federal guidelines. The County will also now provide data system maintenance of the patient care record platform and data analytic services to further inform and evaluate EMS System operations.

6.2 AGENCY'S OBLIGATIONS

The Agency shall provide EMS Services, including emergency response and patient care, treatment, and/or transportation to appropriate medical or other facilities as needed, to the constituents and visitors of Milwaukee County as further described in this Agreement.



6.2.1 EDUCATION

The Agency shall participate in the Learning Management System (“LMS”) provided by the County and shall comply with the mandatory education plan outlined in the education policy.

6.2.2 EQUIPMENT

The Agency is responsible for:

- 6.2.2.1** Purchasing any vehicle(s) and all equipment required under Wisconsin Administrative Code, Department of Transportation (DOT), Chapter Trans 309.
- 6.2.2.2** Insuring and maintaining its vehicles and equipment.
- 6.2.2.3** Providing EMS Services which conform with Wis. s.s. 256, DHS 110, DOT 309, MCGO 97, and published standards, protocols, policies and procedures of the OEM – EMS Division.

All equipment purchased by the Agency will remain property of the Agency.

The Agency may independently purchase new cardiac monitor-defibrillators, medical equipment meeting capital purchase thresholds, and/or communications equipment. If the Agency seeks to make such a purchase, it must provide Milwaukee County with specifications information sufficient for the County to analyze the equipment to ensure it can be safely and securely integrated into and will operate in the EMS System. The Agency shall allow the County a reasonable time period to review the proposed new equipment and approve its use in the EMS System. Milwaukee County will not support or maintain equipment purchased by the Agency for use in the EMS System without prior written approval.

6.2.2.4 STANDARD INVENTORY & COUNTY-OWNED EQUIPMENT

The Parties shall collectively develop a standard equipment inventory for EMS Services. Milwaukee County will supply certain equipment for Agency use, including, but not limited to, cardiac monitor-defibrillator equipment, HIPAA-compliant communications equipment, blood coolers, and other non-disposable supplies.

The Agency shall assume liability for replacement of County-owned equipment when the equipment is lost and/or damaged due to an act of negligence on the part of the Agency’s employee(s). The Agency will not be held liable for defects in equipment purchased by the County. The County shall be responsible for preventative maintenance of County-owned equipment.

County-owned non-disposable equipment shall remain the property of the County and the County may remove or repossess any such equipment upon written notification to the Agency no later than sixty (60) days prior to the removal or repossession date.

6.2.2.5 AVAILABILITY OF COUNTY-EQUIPPED RESOURCES & UNITS

The Agency shall ensure their County-equipped, on-duty paramedic transport unit resources, or Med Unit(s), are available to all municipalities within the boundaries of Milwaukee County if requested and the resources are available at the time of the request. Daily operations, to include peak demand periods which require extraordinary resource utilization, may require mutual aid assistance from outside the Agency.

The Agency and all participating municipalities agree to share paramedic transport unit resources (Med Units) as necessary to provide advanced life support EMS Services as swiftly and effectively as possible and further agree to send all requested and available paramedic transport units to any other municipality requesting mutual aid. The Agency may also make mutual aid requests, which will be honored by all participating municipalities through their executed Master Intergovernmental Agreements.



The Agency is not required to provide EMS Services when equipment and/or staffing is unavailable due to Emergency Conditions and/or Hazardous Situations confronting the Agency requested to make available its EMS resources.

Agency paramedic transport units, or Med Units, that are equipped by the County, shall be staffed and available more than 25% during each year in order to count as a Med Unit; the Agency shall provide verification of such availability upon request by the County in a timely manner.

6.2.3 AGENCY EMS BILLING

If the Agency performing EMS Services chooses to bill users for Services, it will do so in accordance with local, state and federal guidelines. Transport coding shall be commensurate with said guidelines, current medical billing standards, and EMS scope of practice. The Agency shall retain EMS revenue earned to cover the cost of providing services. The County shall not be held fiscally responsible for the inability to collect any revenues, contractual allowances or other write-offs for individual accounts associated with those invoices for EMS Services.

6.2.4 QUALITY ASSURANCE & KEY PERFORMANCE METRICS

The Agency agrees to cooperate with County in administering a progressive quality improvement program consistent with other high performing EMS systems in the United States. This includes specific adherence to existing performance metrics captured and tracked by OEM - EMS Quality Assurance/Improvement with deviation standards commensurate with national benchmarking and previously established through a Performance Measurement Initiative (PMI). Municipalities of any EMS service are required to meet PMI requirements in order to maintain medical control and system practice privileges for their EMS providers. Failure of the Agency to comply with PMI standards will result in a loss of County funds outlined in 8.1.2.

The Agency shall ensure a minimum of one (1) Agency Representative is actively engaged on all active County EMS subcommittees.

Figure 6-2: EMS Key Performance Metrics

Key Performance Measure ¹	Funding %	Notes
Agency Representative attends 80% or more bimonthly Administrative Review meetings.	15%	
Agency Representative attends 80% or more monthly Continuous Quality Improvement meetings.	15%	
Active participation in EMS subcommittees.	15%	
Provides monthly report of adherence to daily completion of the controlled substance log. All incompletes are addressed via report form submitted each month.	15%	OEM-developed report form.
Engages in annual strategic planning session (system-wide)	15%	Activities related to EMS Agenda 2050

¹ Key Performance Measures (“KPMs”) will be monitored via accessible tracking board and reported out in the Countywide Admin Review and CQIP meetings.



Figure 6-2: EMS Key Performance Metrics

Key Performance Measure ¹	Funding %	Notes
with EMS Agenda 2050 a focus.		will be monitored via Admin Review and CQIP.
Improves EMS Clinician Documentation by: <ul style="list-style-type: none"> Identifying barriers to data completeness and actively participating on the EMS Data Subcommittee. Contributing to a plan to address/decrease barriers to complete documentation. Implementing the plan. Measuring the impact of the implemented plan. 	25%	
Total	100%	

6.2.5 RECORDKEEPING

The Agency shall utilize electronic patient care records (“ePCR”) software provided by Milwaukee County and shall provide ePCRs for patients encountered and/or transported by an EMS unit to the County within 72 hours. The Agency’s ePCRs must meet the County’s database and/or repository needs and the Agency must utilize a data collection method that meets the National EMS Information System Project (NEMESIS) dataset standards in effect during the term of the Agreement.

6.2.6 DATA SHARING & RESEARCH

The Agency hereby commits to participate in the data-sharing and data-consolidation efforts undertaken by the County and other participating municipalities to advance the health of citizens in Milwaukee County. The Agency further agrees to share appropriate levels of EMS/MIH data between municipalities to improve healthcare operations. The Agency shall respond to all quality assurance and quality improvement inquiries from the County in the timeframe established by the County.

Participation in information-sharing efforts is not used to distribute funds or as a qualifier to identify participating municipalities for additional distributions. The Parties agree that information-sharing efforts are intended to gather consistent information used to improve system-wide operations. Additional sources of data which contribute to the advancement of healthcare operations in Milwaukee County will be proposed to the Milwaukee County Association of Fire Chiefs for consensus.

The Agency agrees to participate in research as determined by the OEM – EMS Research Committee. This may include, but is not limited to, enrolling patients, data collection, and educational sessions. The Agency is not responsible for funding equipment, medications, or education that is related to a research study conducted.

7 TERM & TERMINATION

7.1 TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect until **December 31, 2030** (the “Initial Term”). Thereafter, the Parties may mutually agree in writing to extend this Agreement for five (5) one (1) year renewal terms (each, a “Renewal Term”). The Initial Term and any Renewal Terms then in effect shall be referred to as the “Term.”



7.2 TERMINATION

The Parties may terminate this Agreement as detailed in this Section.

7.2.1 TERMINATION FOR BREACH

Either Party may terminate this Agreement for breach if the other Party fails to meet its obligations under this Agreement in a timely or proper manner or violates any of its provisions. To terminate for breach, the non-breaching Party shall provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of sixty (60) days prior to the stated termination date.

7.2.1.1 RIGHT TO CURE

The breaching Party retains the right to cure any identified violations within thirty (30) days of the notice of intent to terminate. The Agreement will not terminate if the breaching Party successfully cures any violations within the 30-day window. The right to cure is limited to those violations which can reasonably be cured within the stated 30-day window. Each Party retains the right to terminate the Agreement immediately if the breaching Party cannot cure within the prescribed cure period, or if the breach is impossible to cure.

7.2.2 FOR CONVENIENCE

Either Party may terminate the Agreement at any time for any reason and without penalty by giving the other Party notice of its intent to terminate at least sixty (60) days prior to the effective date of the termination. Written notice must be received by the notified Party, and the notice period must be observed, prior to the effective date of the termination.

7.2.3 BY COUNTY FOR INSUFFICIENT FUNDS

The County may terminate this Agreement immediately and without any liability to the Agency if the Milwaukee County Board of Supervisors fails to appropriate the funds required for the completion of this Agreement or any Statement of Work. In the event that there is any elimination or delay of, or reduction in, funding available for this Agreement, the County may seek supplemental funding and may renegotiate with the Agency the EMS Services that will continue under the Agreement.

7.2.4 RIGHTS AND OBLIGATIONS UPON TERMINATION

Upon termination of this Agreement for any reason, the Parties shall retain any and all fully vested rights that exist on the effective date of the termination. The County's liability to the Agency on termination is limited to specific performance by the County of any obligations under this Agreement until the termination date. The County is not obligated to reimburse the Agency or provide additional funds for any EMS Services provided after the termination date. Upon termination for the Agency's breach or convenience, the Agency shall return any unused funds and/or County-owned equipment within ninety (90) days of the effective date of termination.

8 COMPENSATION

8.1 PAYMENT TERMS

The County shall compensate the Agency for EMS Services it provides through annual disbursement of the Agency's calculated percentage of EMS funding according to the 30-30-40 distribution formula developed by the Intergovernmental Cooperation Council (ICC) of Milwaukee County contained in Exhibit B of this Agreement. Agencies must comply with the identified Key Performance Metrics (see Figure 6-2) in order to be eligible for EMS funding.

8.1.1 NATURE OF COMPENSATION

The Agency shall not bill Milwaukee County for, nor will the County reimburse the Agency and/or its Personnel, agents, and



subcontractors for, any of these expenses.

8.1.2 NOT TO EXCEED CLAUSE

The total calculated portion paid to the Agencies collectively, under this Agreement shall not exceed **\$2,500,000.00** annually. The initial term shall have a not-to-exceed amount worth **\$12,500,000.00**. If all parties select to extend the agreement to the full 10-year term, the total not-to-exceed amount of this contract is **\$25,000,000.00**. The calculated portion is determined by the 30-30-40 formula attached in Exhibit B of this agreement. Regardless of the cost of EMS Services provided by the Agency, the County will not pay any amount beyond the not-to-exceed amount. The only way to increase the value of this Agreement beyond the not to exceed amount is by a written amendment signed by both parties. This is necessary for the Comptroller to be able to sign off as to funds available under Section 59.255(2)(e) of the Wisconsin Statutes and the Comptroller's office must approve any substantial changes.

8.1.3 PRE-PAYMENT

The County shall pre-pay for EMS Services through the disbursement of EMS subsidy funds solely on a quarterly basis as approved in the annual County budget by the Milwaukee County Board of Supervisors. However, the County shall not pre-pay for any other goods or services provided under this Agreement for any reason without the express written consent obtained from the Milwaukee County Office of the Comptroller in advance of any pre-payment request.

The County reserves the right to use a purchasing card to pay invoices of Two Thousand Dollars (\$2,000.00) or less.

8.1.4 INVOICING THE COUNTY

The Agency shall invoice Milwaukee County on a quarterly basis consistent with the amounts set forth in this Agreement and as stated in this Section. Contractor shall send the County an invoice promptly after providing a service or deliverable that includes the following minimum information:

- i. The Agreement's INFOR Contract # OR Purchase Order #.
- ii. The Effective Date of the Agreement.
- iii. The date the service or deliverable was provided.
- iv. Contractor's business name.
- v. Payee name.
- vi. Contractor's address.
- vii. An invoice number.
- viii. An invoice date.
- ix. Contractor's email and phone # for billing issues.
- x. An invoice line for each item or service.
- xi. Sufficient detail to support each invoice line (for example, units billed and unit rate, or hours billed and hourly rate).
- xii. The date due.
- xiii. The amount billed.

If requesting payment by Check, Contractor must include Contractor's remittance address.

If requesting payment by ACH, Contractor must include:

- 1) Bank Name.
- 2) Bank Location (city and state).



- 3) Bank's American Bankers Association routing number.
- 4) Payee's Bank Account #.
- 5) Type of Account (i.e. Checking or Savings).
- 6) Email address of Contractor's Accounts Receivable/Finance Department who should receive the remittance information (the receipt that the funds reached Contractor's bank account).

The Contractor must submit invoices to the following recipient in order for Contractor's invoices to be considered received by the County:

The Agency shall submit its invoices to:

Milwaukee County, c/o:

Department Name: Office of Emergency Management
Division Name: Emergency Medical Services
Contact Name & Title: Dan Pojar, EMS Director
Department Address: 633 W. Wisconsin Ave. Suite 700
 Milwaukee, WI 53203

with a copy by e-mail to:

E-mail: Kathy.Klosiewski@milwaukeecountywi.gov; apinvoices@milwaukeecountywi.gov

8.1.5 PAYMENT CONTINGENT ON RECEIPT & ACCEPTANCE

Milwaukee County is not obligated to make any payment for EMS Services until those Services are delivered, inspected, and accepted by the County through its identified Contract Coordinator or designee as conforming to the specifications, requirements, and standards set forth in this Agreement and/or any applicable Statement of Work or Purchase Order, and the receipt of a corresponding invoice which complies with [Section 8.1.4: Invoicing the County](#).

Acceptance shall not be unreasonably delayed or withheld, but Milwaukee County reserves the right to withhold payment in whole or in part in the event of delivery of non-conforming Services.

8.1.6 LATE PAYMENTS

Milwaukee County's Standard Term of Payment is Net 30 Days upon receipt of an accurate invoice from the Agency and the County's acceptance of the corresponding Services that comply with the terms of this Agreement. **Invoices must be sent by mail or e-mail as indicated in [Section 8.1.4: Invoicing the County](#) to be considered received by the County.**

8.1.6.1 STATE PROMPT PAY LAW EXEMPTION

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this Agreement.

8.1.6.2 LATE FEES & CLAIMS

If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Agency may file a claim for 12% (annual rate) on amounts not paid after the 60th day.

8.2 COST OF PERFORMANCE OF OBLIGATIONS

8.2.1 GENERAL



The Agency is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering EMS Services under this Agreement, unless otherwise indicated. The Agency shall indemnify and hold the County harmless from any claims for payment of such charges, costs, and fees by any third party.

8.2.2 TAXES

The County is exempt from federal excise taxes and Wisconsin state sales taxes. The Agency shall submit its invoices without these taxes. Billings which include these taxes will be rejected.

8.2.3 PERMITS & LICENSES, GOVERNMENTAL FEES

The Agency shall assume responsibility for all federal, state, and local permits, licenses, fees, tariffs, and duties together with all governmental filings and costs related to such permits, licenses, fees, tariffs, and duties which arise out of the Agency's performance of EMS Services under this Agreement, or which arise as a result of any compensation paid to the Agency under this Agreement.

9 OWNERSHIP & USE OF DATA; CONFIDENTIALITY

9.1 OWNERSHIP & USE OF DATA

Upon completion of the work or upon termination of the Agreement, all completed or partially completed data, drawings, records, computations, survey information, and all other material that the Agency has collected or prepared in carrying out this Agreement shall be provided to and become joint property of the Agency and Milwaukee County. Therefore, any reports, information, and data given to or prepared or assembled by the Agency under this Agreement shall not be made available to any individual or organization by the Agency without the prior written approval of the Agency and/or County. No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Agency.

County shall retain patient care records in accordance with retention policies and make those that the Agency participated in the care of a patient available to the Agency upon request. Data Use Agreements between the County and Agency will be handled as a separate agreement.

9.2 CONFIDENTIALITY

The Agency agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County or their designee. The Agency further agrees that, aside from obligations under the public records law as more fully described in this Agreement and as determined in cooperation with the County, the Agency shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by such individual or their designee. The Agency understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require the Agency to indemnify the County as provided in this Agreement.

10 COUNTY RIGHTS OF ACCESS, AUDIT, AND REVIEW

10.1 ACCESS & AUDIT

The Agency, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "Designated Personnel")



and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Agency, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Agency. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Agency, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("MCCO")

11 NON-DISCRIMINATORY CONTRACTS

11.1 COMPLIANCE WITH MCCO §56.17(1)(A)

The Agency shall comply with MCCO §56.17(1)(A), which states:

"In the performance of work or execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which 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 apprenticeships. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract."

11.2 COMPLIANCE WITH MCCO §56.17(1)(D)

The Agency shall comply with MCCO §56.17(1)(d), which states:

"The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements."

11.3 VIOLATIONS

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this Section has been determined by County, the Agency shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.



If, after notice of a violation to the Agency, further violations of the Section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Agency for use in completing the Agreement, or it may permit the Agency to complete the Agreement, but, in either event, the Agency shall be ineligible to bid on any future contracts let by County.

12 COMMITMENT TO EQUITY

As a governmental body, the County recognizes its power to make change at a systemic level. Chapter 108, MCCO, commits the County to identify and address policies, practices and power structures that, intentionally or unintentionally, work in favor of white people and create barriers for Black, Brown, Indigenous people and people of color (BIPOC). The ordinance ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader. The Agency understands that the institutionalization of racial equity in the County's mission, vision, values, and services are of the utmost priority and that the County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity. Racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County. The vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin."

13 TARGETED BUSINESS ENTERPRISE GOALS

The Agency shall comply with all provisions imposed by or pursuant to MCCO Chapter 42 regarding Targeted Business Enterprise ("TBE") participation on County projects when and where applicable and as said ordinance may be amended. The County shall notify the Agency in the event that new ordinances are issued.

The Parties agree that no TBE goal has been established and no goal is required under this Agreement.

14 INDEMNITY

The Agency agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Milwaukee County and its agents, officers, and employees from and against all loss or expenses including costs and reasonable attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful or intentional, or negligent act or omission of the Agency and/or its agent(s) which may arise out of or is connected with the activities covered by this Agreement. The County's liability is limited by Wis. Stats. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.

15 INSURANCE

The Agency agrees to comply with the requirements of, and shall, at its sole expense, acquire and maintain through the course of this Agreement with Milwaukee County insurance policies with minimum limits listed in, the Insurance Requirements Form, attached as Exhibit A.

The Agency shall demonstrate compliance with the minimum limits in Exhibit A through a Certificate of Insurance or proof of self-insured retention. The Agency shall send an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this Agreement.

Copies must be emailed to:

Department of Administrative Services

Office of Emergency Management



Risk Management Division
Risk Manager
RM@milwaukeecountywi.gov

Emergency Medical Services Division
EMS Director
Dan.Pojar@milwaukeecountywi.gov

The Agency shall not make changes to the types of coverage, limits and/or other terms without the approval of the County's Risk Manager.

16 PROHIBITED PRACTICES

16.1 CONFLICT OF INTEREST

During the Term of this Agreement, the Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of the Agency, has a conflict of interest.

16.2 CODE OF ETHICS

The Agency hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

“No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee.”

Additionally, the Agency shall ensure all subcontractors and employees are familiarized with the statement above.

16.3 NON-CONVICTION FOR BRIBERY

The Agency hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

16.4 DEBARMENT OR SUSPENSION

The Agency hereby declares and affirms that, to the best of its knowledge and belief, its principals, owners, officers, shareholders, key employees, directors, and/or member partners:

- 16.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 16.4.2 Have not, within a three-year period preceding the date of execution of this Agreement, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- 16.4.3 Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in 16.4.2, above; and
- 16.4.4 Have not, within a three-year period preceding the date of execution of this Agreement, had one or more public or governmental transactions terminated for cause or for default.



17 COMPLIANCE WITH COUNTY'S POLICIES

17.1 CONTRACTOR CODE OF CONDUCT

The Agency shall comply with the [Milwaukee County Contractor Code of Conduct](#). A failure to adhere to these requirements may result in contract termination, penalties, or other remedial actions as deemed necessary by Milwaukee County. All Parties agree to adhere to the requirements set forth therein.

17.2 SAFETY AND SECURITY POLICIES

The Agency agrees to use all commercially reasonable efforts to cause any of its employees who provide EMS Services under this Agreement to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the Agency's provision of EMS Services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

17.2.1 WORKPLACE VIOLENCE & HARASSMENT

The Agency shall comply with the most current Occupational Safety and Health Administration ("OSHA") and/or National Institute for Occupational Safety and Health ("NIOSH") guidance on evaluating and controlling violence in the workplace. The Agency shall ensure its Personnel are trained regarding workplace discrimination and harassment and shall put in place policies and procedures which prohibit Agency Personnel from engaging in behavior that is discriminatory, harassing, or which could reasonably be considered to create a hostile work environment for other Agency Personnel, the County's personnel, or EMS Service recipients. The Agency shall report all allegations and incidents involving workplace violence, discrimination, or harassment made by or about its Personnel during the provision of Services under this Agreement. If the allegation or incident involves a County employee, the Agency shall cooperate with County personnel and comply with any requests made during the County's investigation of the incident or allegation. The Agency shall advise its Personnel that investigations of allegations or incidents may result in action up to and including criminal prosecution. The Agency shall document the outcome of any investigations it conducts regarding allegations, complaints, or incidents involving its Personnel and shall provide a copy of such documentation and a report regarding action taken to Milwaukee County's designated recipient within thirty (30) days of final disposition.

17.3 DRUG USE POLICIES & DRUG SCREENS

Unless conflicting with any laws where EMS Services are provided, in which case this Section is not enforceable, the Agency will advise any Agency employee, independent contractor, and/or subcontractor who provides Services under this Agreement on County's premises of County's right to require a drug screen at any time throughout the term of this Agreement:

- 17.3.1 If County believes, in good faith, that the Agency's employee is under the influence of an illegal substance, or
- 17.3.2 As a consequence of an accident caused by or involving the Agency's employee during the provision of EMS Services under this Agreement and likely to have been related to Agency's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by the Agency at the Agency's expense, and the Agency will address any positive results and handle accordingly. If a test of any Agency Personnel returns positive results not sufficiently explained by legitimate prescription medications, that individual will not be permitted to provide EMS Services under this Agreement.



17.4 ENVIRONMENTAL STEWARDSHIP

Pursuant to File 20-1471, [Milwaukee County policy](#) is to reduce and eliminate single-use plastic products and polystyrene foam (Styrofoam™ and similar products) on property owned, operated, or supported by the County. Under this contract, the Agency shall make good-faith efforts to choose reusable, recyclable, or compostable products. Accordingly, the Agency shall not use, distribute, or sell the following items whenever possible:

- 17.4.1 Balloons and confetti, whether made with rubber, latex, foil, nylon, mylar, paper or other material.
- 17.4.2 Single-use plastic straws and stirrers.
- 17.4.3 Single-use plastic clamshells and to-go containers.
- 17.4.4 Single-use plastic-lined cups and bowls.
- 17.4.5 Single-use plastic-wrapped condiments, sauces, and seasonings.
- 17.4.6 Single-use plastic shopping bags.
- 17.4.7 Plastic-wrapped giveaways.
- 17.4.8 Polystyrene food service ware.
- 17.4.9 Polystyrene coolers.
- 17.4.10 Polystyrene egg cartons and produce and meat trays.

Note: Packaging and medical supplies are excluded from this policy.

18 NOTICES

All notices with respect to this Agreement shall be in writing. Writing shall include electronic documents as further identified in [Section 19.4: Electronic Documents Considered Writing](#). Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Agency:		To County:	
Entity Name:		Department:	Office of Emergency Management
ATTN:		ATTN:	Dan Pojar, EMS Director
Address:		Address:	633 W. Wisconsin Ave Suite 700 Milwaukee, WI 53203
E-mail:		E-mail:	Dan.Pojar@milwaukeecountywi.gov
<i>with a copy to:</i>		<i>with a copy to:</i>	



To Agency:

To County:

Milwaukee County Corporation Counsel
901 N. 9th Street, Room 303
Milwaukee, WI 53233
Scott.Brown@milwaukeecountywi.gov

Either Party may designate a new address for purposes of this Agreement by written notice to the other Party.

19 MISCELLANEOUS

19.1 FORCE MAJEURE

Neither Party shall be liable for delays or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions or restrictions, wars, terrorism, labor strikes, pandemics, or any other similar event (collectively, “Force Majeure Events”).

If a Force Majeure Event occurs, the affected Party shall:

- 19.1.1 Notify the other Party in writing as soon as reasonably practicable, specifying the nature of the event and its expected duration.
- 19.1.2 Use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as feasible.

If the Force Majeure Event prevents performance for a period exceeding thirty (30) consecutive days, the Parties may either:

- 19.1.3 Amend this Agreement in a manner that best meets the needs of both Parties based upon the Force Majeure event, or
- 19.1.4 Terminate this Agreement upon written notice to the other, without further liability except for obligations accrued prior to the Force Majeure Event.

19.2 PUBLIC RECORDS

Both Parties understand that the County and the Agency are bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Both Parties hereby agree that they shall be obligated to assist the other Party in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon the breaching Party shall then and in such event be obligated to indemnify, defend and hold the non-breaching Party harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Agreement.

19.3 INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and the Agency or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the Agency is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give the Agency any



authority to supervise, manage, and/or direct employees of the County.

19.4 ELECTRONIC DOCUMENTS CONSIDERED WRITING

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

19.5 COMPLIANCE WITH LAWS

Both Parties agree to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. Each Party agrees to hold the other Party harmless from any loss, damage, or liability resulting from the indemnifying Party's violation of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

19.6 CHOICE OF LAW

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

19.7 ASSIGNMENT LIMITATION

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

19.8 SEVERABILITY

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

19.9 MODIFICATION AND WAIVER

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

19.10 ENTIRE AGREEMENT

This Agreement and any attachments, amendments, or addenda to the Agreement constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.



OFFICE OF EMERGENCY MANAGEMENT
Procurement Division

Master Intergovernmental Agreement

INFOR Contract #:

Bonfire Contract #:

19.11 AUTHORIZATION

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on February 5, 2026, Resolution File No. 26-130.

The Agency has executed this Agreement pursuant to action taken by its Common Council and/or Village Board on _____.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



Contractor Insurance Requirements for Contracts with Milwaukee County

Every Contractor and parties furnishing services or products to Milwaukee County or any of its subsidiaries must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract.

Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

Insurance

Contractor shall, at its sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:
- | | |
|---------------------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products – Completed Operations Limit | \$2,000,000 |
| Personal and Advertising injury Limit | \$1,000,000 |
- B. Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
- C. Workers' Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- D. Employers Liability Insurance:
Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.



Contractor Insurance Requirements for Contracts with Milwaukee County

E. Cyber Liability Insurance:¹

The limits of this insurance shall be at least per occurrence:

Security Liability	\$1,000,000
Privacy Liability	\$1,000,000
Regulatory Proceedings	\$1,000,000
Technology Errors and Omissions	\$1,000,000
Breach Event Expenses	\$1,000,000

F. Professional Liability/Errors and Omissions:²

This insurance should insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

G. Contractor Pollution Liability Insurance:³

This insurance should insure against pollution liabilities caused by the Contractor's operations. The definition of pollution in the policy shall be broad enough to include mold, legionella, lead and asbestos. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Additional Requirements:

- H. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- I. If any of the coverage noted above is provided on a claims made and reported period, coverage shall be maintained for not less than 2 years (24 months) after the end of the Contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
- J. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.), (B.), (D.), (G.) and (H.) above.

¹ Cyber coverage is required for any/all Contractors who have access to either the County's information technology/computer system and/or have access to personally identifiable information.

² Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.

³ Contractor pollution liability insurance is required for all Contractors doing physical work (e.g. maintenance, construction, plumbing, utility, street/road, etc.)



Contractor Insurance Requirements for Contracts with Milwaukee County

- K. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- L. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- M. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement.



EXHIBIT B

Per Article 8.1.3 of the Milwaukee County Office of Emergency Management EMS Division (OEM-EMS) IGA agreement with [] effective January 1, 2026 (“Agreement”), OEM-EMS will annually submit a notice of available EMS subsidy funds to each ALS transport capable municipality based on the previous year’s ALS transport and most recent US Census Bureau data for population and land area.

For 2026, a total of \$2.5M will be available to the Milwaukee County EMS System Advanced Life Support transporting agencies. The 30%-30%-40% Formula will be utilized to break down the funds to each agency as described below:

30-30-40 FORMULA									
	POPULATION SERVED ¹		30%	SQ. MILES SERVED ²		30%	2025 ALS TRANSPORT ³	40%	
Cudahy	18204	1.9%	\$ 14,532.37	4.77	1.97%	\$ 14,809.08	3.2%	\$ 32,000.00	\$ 61,341.45
Franklin	36,816	3.9%	\$ 29,390.45	34.58	14.31%	\$ 107,313.10	6.1%	\$ 61,000.00	\$ 197,703.54
Hales Corners	7,720	0.8%	\$ 6,162.92	3.19	1.32%	\$ 9,905.82	0.5%	\$ 5,000.00	\$ 21,068.75
Greendale	14,854	1.6%	\$ 11,858.04	5.57	2.30%	\$ 17,285.54	3.2%	\$ 32,000.00	\$ 61,143.58
Greenfield	37,803	4.0%	\$ 30,178.37	11.53	4.77%	\$ 35,781.38	10.2%	\$ 102,000.00	\$ 167,959.75
Milwaukee	577,222	61.4%	\$ 460,799.97	96.18	39.80%	\$ 298,490.54	38.4%	\$ 384,000.00	\$ 1,143,290.51
West Milwaukee	4,114	0.4%	\$ 3,284.23	1.12	0.46%	\$ 3,472.62	N/A		\$ 6,756.86
TOTAL	581,336	61.9%	\$ 464,084.20	97.30	40.26%	\$ 301,963.17	38.4%	\$ 384,000.00	\$ 1,150,047.36
North Shore	67,591	7.2%	\$ 53,958.32	24.27	10.04%	\$ 75,317.78	11.1%	\$ 111,000.00	\$ 240,276.10
Oak Creek	36,497	3.9%	\$ 29,135.79	28.45	11.77%	\$ 88,289.69	5.7%	\$ 57,000.00	\$ 174,425.48
South Milwaukee	20,795	2.2%	\$ 16,600.78	4.83	2.00%	\$ 14,989.08	2.2%	\$ 22,000.00	\$ 53,589.86
St. Francis	9,161	1.0%	\$ 7,313.28	2.57	1.06%	\$ 7,972.45	3.0%	\$ 30,000.00	\$ 45,285.73
Wauwatosa	48,387	5.2%	\$ 38,627.65	13.23	5.47%	\$ 41,057.04	9.0%	\$ 90,000.00	\$ 169,684.68
West Allis	60,325	6.4%	\$ 48,157.83	11.38	4.71%	\$ 35,315.88	7.4%	\$ 74,000.00	\$ 157,473.71
TOTAL	939,489	100%	\$ 750,000.00	242	100%	\$ 750,000.00	100%	\$ 1,000,000.00	\$ 2,500,000.00

¹US Census Bureau 2020 Assessment

²US Census Bureau 2020 Assessment

³Imagetrend - Patient Transported with ALS-Paramedic identified in Level of Care Provided by Protocol (eDisposition.32)

For Municipality:

by _____,

Date

For Milwaukee County Office of Emergency Management:

by Cassandra Libal, OEM Director

Date



Village of River Hills
7650 N Pheasant Ln
River Hills, WI 53217

Village Hall: 352-8213
Public Works: 352-0080
Police: 247-2302

MEMORANDUM

TO: Members of the Board of Directors of the Intergovernmental Cooperation Council
CC: Chief Robert Whitaker (North Shore Fire Department)
FROM: Christopher B. Noyes
DATE: March 2, 2026
RE: Milwaukee County Master Intergovernmental Agreement For Provision of
Emergency Medical Services

At the November 2025 meeting of the Intergovernmental Cooperation Council, I offered to review the draft of the County's new Agreement providing for emergency medical services to the 13 fire departments in Milwaukee County that receive training and education, medical direction and capital equipment from the County. I was not familiar with the Agreement so I came to it with fresh eyes and worked with Chief Whitaker to get my questions and comments addressed. Most of those questions and comments were to ensure that the new Agreement was consistent with the existing Agreement and that the Chiefs of the various Fire Departments (note that the County uses the defined term "Agency" in the Agreement when referring to a Fire Department) were comfortable with the provisions of the existing Agreement and that they were properly reflected in the new Agreement. In all cases, Chief Whitaker confirmed that these issues were consistent with the existing Agreement and that no changes needed to be made.

Specifically, I raised questions or made comments regarding the following provisions of the Agreement:

- (1) The terms under which EMS education and medical direction are provided (Sections 6.1.2.3 and 6.1.3);
- (2) The type of capital equipment (cardiac monitors, defibrillator equipment, etc.) provided by the County to each Fire Department (Section 6.1.4);
- (3) The County's agreement to negotiate with a Fire Department regarding capital equipment in the event a new ambulance is put into service (Section 6.1.4);
- (4) The County's commitment to participate in research projects with a Fire Department (Section 6.1.6);
- (5) The County's agreement to continue to provide services for the CAD-2-CAD project (Section 6.1.8); and
- (6) The requirement that paramedic transport units be staffed and available more than 25% during each year in order to count as a "Med Unit" that is equipped by the County (Section 6.2.2.5).

A few provisions of the Agreement that the Chief and I spoke about and that we wanted all of the communities/Fire Departments to be aware of:

- (1) Consistent with past practice, the County's obligations to purchase equipment and provide services to the Fire Departments under the Agreement are subject to budgetary appropriations by the County Board of Supervisors (see Sections 6.1.4.3 and 7.2.3);
- (2) In the event of a default by either party, there is a right to cure, but the Agreement does not specify who determines that a breach has been cured, which is not unusual (Section 7.2.1.1);
- (3) The Agreement can be terminated at any time for any reason by either party upon 60 days' prior written notice, which makes it a 60-day agreement and is consistent with the current Agreement (Section 7.2.2);
- (4) The Agreement provides that the County will invoice for OSF projects but will continue to make the EMS subsidy payment without invoicing (Section 8.1.4);
- (5) The County has an audit right in the new Agreement (Section 10.1) which the Chief was concerned about from an open records and a HIPAA standpoint; we have added language to the effect that any audit will not violate HIPAA or infringe on any HIPAA protections;
- (6) Each Fire Department should review the insurance requirements set out on Exhibit A to make certain that they comply with the coverages specified by the County; and
- (7) Each Fire Department should review Exhibit B relating to the funding for their Department under the 30/30/40 formula that has been previously agreed to.

My apologies that I will not be at the March meeting at which this Agreement will be discussed, but Chief Whitaker will be there and we have worked closely on finalizing its terms. I believe it is in good shape and in a form that each Fire Department can sign.

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE May 19, 2026</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p>Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p align="center">ITEM NUMBER</p> <p align="center">G.6.</p> <p align="center">District # 6</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 05/19/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of May 19th, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of May 19th, 2026.



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
May 19, 2026 – 3:15 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event and Temporary Class B Beer 4:30 p.m.	Xaverian Missionaries – Annual Festival Person in Charge: Fr. Alejandro Rodriguez Location: Xaverian Missionaries 4500 W. Xavier Dr. Dates of Event: 6/27/26 and 6/28/2026			
Extraordinary Entertainment & Special Event and Temporary Class B Beer 4:40 p.m.	Scottish Festivals Inc. – Scottish Highland Games Person in Charge: David Berger Location: 9100 S. 76 th St. – Croatian Park Date of Event: Saturday, 6/6/2026			
Operator 2025-2026 New	Vesna Dragicevic Walgreens #05884			
Operator 2026-2027 Renewal	Vesna Dragicevic Walgreens #05884			
Operator 2025-2026 New	Irene Howe Honey Butter Cafe			
Operator 2026-2027 Renewal	Irene Howe Honey Butter Cafe			
Operator 2025-2026 New	Elizabeth Karampelas Honey Butter Cafe			
Operator 2026-2027 Renewal	Elizabeth Karampelas Honey Butter Cafe			

Operator 2025-2026 New	Morgan Moldenhauer Luxe Golf/Dog Haus/Brick			
Operator 2026-2027 Renewal	Morgan Moldenhauer Luxe Golf/Dog Haus/Brick			
Operator 2025-2026 New	Scott Rockey Walmart #1551			
Operator 2026-2027 Renewal	Scott Rockey Walmart #1551			
Operator 2025-2026 New	Nicole Schilcher Romey's Place			
Operator 2025-2026 New	Sharna Sinjakovic Walmart #1551			
Operator 2026-2027 Renewal	Sharna Sinjakovic Walmart #1551			
Operator 2025-2026 New	Jessica Szklarski Swiss Street Pub & Grille			
Operator 2026-2027 New	Corinne Azzaline Hampton Inn & Suites			
Operator 2026-2027 New	Kai Bjerke Sam's Club #8167			
Operator 2026-2027 New	Emma Bloxdorf Rock Sprots Complex/Baseball Commons			
Operator 2026-2027 New	Michelle Blue Mulligan's Irish Pub & Grill			
Operator 2026-2027 New	Katie Boucher Croatian Park			

Operator 2026-2027 New	Jamie Coyne Polish Center of Wisconsin			
Operator 2026-2027 New	Jasmine House Rock Sports Complex/Ballpark Commons			
Operator 2026-2027 New	Thomas Jarmuz Croatian Park			
Operator 2026-2027 New	Adelya Komornicka The Bowery Bar & Grill			
Operator 2026-2027 New	Joseph Pollack On The Border			
Operator 2026-2027 New	Kaitlyn Schauer Croatian Park			
Operator 2026-2027 New	Jordan Schiesl Polish Center of Wisconsin			
Operator 2026-2027 Renewal	Bria Altamore Mulligan's Irish Pub & Grill			
Operator 2026-2027 Renewal	Jose Ambriz Little Cancun Restaurant			
Operator 2026-2027 Renewal	Amy Analla Point After Pub & Grille			
Operator 2026-2027 Renewal	Maria Baltutis Hampton Inn & Suites			
Operator 2026-2027 Renewal	Jennifer Barlow Rock Sports Complex/Ballpark Commons			
Operator 2026-2027 Renewal	Michael Bartolone On the Border			

Operator 2026-2027 Renewal	Joseph Bellino Point After Pub & Grille			
Operator 2026-2027 Renewal	Brandon Bhatti Midtown Citgo			
Operator 2026-2027 Renewal	Jalen Blake Walmart #1551			
Operator 2026-2027 Renewal	Megan Bock Mulligan's Irish Pub & Grill			
Operator 2026-2027 Renewal	Martha Bowman The Bowery Bar & Grill			
Operator 2026-2027 Renewal	Emily Bryan Rock Sports Complex/Ballpark Commons			
Operator 2026-2027 Renewal	Judith Burbey Andy's on Ryan Rd			
Operator 2026-2027 Renewal	William Canales On the Border			
Operator 2026-2027 Renewal	Ashley Christen Ricky's Double Barrel Inn			
Operator 2026-2027 Renewal	Tadeusz Cieslak Polonia Sports Club			
Operator 2026-2027 Renewal	William Cody Mulligan's Irish Pub & Grill			
Operator 2026-2027 Renewal	Nicholas Craft Walmart #1551			
Operator 2026-2027 Renewal	Kristy Czerniakowski Country Lanes Bowling Center			

Operator 2026-2027 Renewal	Tracey Deak Swiss Street Pub & Grille			
Operator 2026-2027 Renewal	Susan DeGeorge Point After Pub & Grille			
Operator 2026-2027 Renewal	Maricel Delgado Fuentes Hampton Inn & Suites			
Operator 2026-2027 Renewal	Joel Dyre Walmart #1551			
Operator 2026-2027 Renewal	Payton Ertl Croation Park			
Operator 2026-2027 Renewal	Amanda Feest Ricky's Double Barrel Inn			
Operator 2026-2027 Renewal	Tamara Fournier Walmart #1551			
Operator 2026-2027 Renewal	April Gagliano The Bowery Bar & Grill			
Operator 2026-2027 Renewal	Eric Gagliano The Bowery Bar & Grill			
Operator 2026-2027 Renewal	Alisha Garcia Honey Butter Cafe			
Operator 2026-2027 Renewal	Kelley Hacker Rock Sports Complex/Ballpark Commons			
Operator 2026-2027 Renewal	Carissa Hagedorn Swiss Street Pub & Grille			
Operator 2026-2027 Renewal	Amber Helm The Landmark			

Operator 2026-2027 Renewal	Andrew Hintz Walmart #1551			
Operator 2026-2027 Renewal	April Jasinski Country Lanes Bowling Center			
Operator 2026-2027 Renewal	Stephanie Johnson Ricky's Double Barrel Inn			
Operator 2026-2027 Renewal	Adam Jubeck The Bowery Bar & Grill			
Operator 2026-2027 Renewal	Kevin Kais Walgreens #15020			
Operator 2026-2027 Renewal	Ji Youn Cindy Kim The Bowery Bar & Grill			
Operator 2026-2027 Renewal	Miranda Krasinski Point After Pub & Grille			
Operator 2026-2027 Renewal	Katelyn Krieg Luxe Golf/Dog Haus/Brick			
Operator 2026-2027 Renewal	Selena Krohn Walmart #1551			
Operator 2026-2027 Renewal	Laurena LoMonte Walgreens #15020			
Operator 2026-2027 Renewal	Cecilia Lor Sam's Club #8167			
Operator 2026-2027 Renewal	Daniel Mackie Hideaway Pub & Eatery			
Operator 2026-2027 Renewal	Marilu Marcano Walmart #1551			

Operator 2026-2027 Renewal	Jennifer Martinez The Landmark			
Operator 2026-2027 Renewal	Nadiya Mashkina Walgreens #15020			
Operator 2026-2027 Renewal	Pedro Mata Little Cancun Restaurant			
Operator 2026-2027 Renewal	Brianna Mayer Point After Pub & Grille			
Operator 2026-2027 Renewal	Mandy Mayrand Swiss Street Pub & Grille			
Operator 2026-2027 Renewal	Lee Ann Meier Country Lanes Bowling Center			
Operator 2026-2027 Renewal	Susan Mlynczak Point After Pub & Grille			
Operator 2026-2027 Renewal	Adriana Murillo Walmart #1551			
Operator 2026-2027 Renewal	Camille Nicolai Hampton Inn & Suites			
Operator 2026-2027 Renewal	Rachel Nondahl Rock Sports Complex/Ballpark Commons			
Operator 2026-2027 Renewal	Mandy Oleniczak Country Lanes Bowling Center			
Operator 2026-2027 Renewal	Lisa Oliver Rawson Pub			
Operator 2026-2027 Renewal	Michael Parsley Walmart #1551			

Operator 2026-2027 Renewal	Ruby Paul Hideaway Pub & Eatery			
Operator 2026-2027 Renewal	Sharon Paul Hideaway Pub & Eatery			
Operator 2026-2027 Renewal	Steven Piontek Luxe Golf/Dog Haus/Brick			
Operator 2026-2027 Renewal	Samantha Piszczek Mulligan's Irish Pub & Grill			
Operator 2026-2027 Renewal	Allison Planton Rock Sports Complex/Ballpark Commons			
Operator 2026-2027 Renewal	Denise Popp Romey's Place			
Operator 2026-2027 Renewal	Damon Potrykus Mulligan's Irish Pub & Grill			
Operator 2026-2027 Renewal	Amy Rendall The Bowery Bar & Grill			
Operator 2026-2027 Renewal	Kristen Rinke Hideaway Pub & Eatery			
Operator 2026-2027 Renewal	Farrah Rodriguez Walmart #1551			
Operator 2026-2027 Renewal	Linda Rueth Swiss Street Pub & Grille			
Operator 2026-2027 Renewal	Toni Ruyle Swiss Street Pub & Grille			
Operator 2026-2027 Renewal	John Saric Croatian Park			

Operator 2026-2027 Renewal	Joseph Schauer Croatia Park			
Operator 2026-2027 Renewal	Ryan Scheffler Swiss Street Pub & Grille			
Operator 2026-2027 Renewal	Sherri Sellers CVS Pharmacy #5390			
Operator 2026-2027 Renewal	Joshua Semanski Rock Sports Complex/Ballpark Commons			
Operator 2026-2027 Renewal	Amanda Snieg Romey's Place			
Operator 2026-2027 Renewal	Jessica St. Louis The Landmark			
Operator 2026-2027 Renewal	Nadine Stork Walgreens #15020			
Operator 2026-2027 Renewal	James Talaska Country Lanes Bowling Center			
Operator 2026-2027 Renewal	Nicole Tarantino Point After Pub & Grille			
Operator 2026-2027 Renewal	Ann Thaler Irish Cottage			
Operator 2026-2027 Renewal	Katelyn Thousand Country Lanes Bowling Center			
Operator 2026-2027 Renewal	Tiffany Torres Romey's Place			
Operator 2026-2027 Renewal	Stacie Tripler On the Border			

Operator 2026-2027 Renewal	Arianna Villa Hampton Inn & Suites			
Operator 2026-2027 Renewal	Pamela Wills CVS Pharmacy #5390			
Operator 2026-2027 Renewal	Alyssa Zastrow The Bowery Bar & Grill			
Operator 2026-2027 Renewal	Wenjuan Zheng Waha Buffet			
Operator 2026-2027 Renewal	Paige Zigner Point After Pub & Grille			
Temporary Entertainment & Amusement	Franklin Police Citizens Academy Alumni Person in Charge: Ann Adamski Event: K-9 Back the Badge Location: Lions Legend I Park/Pavilion and Band Shell Event Date: 9/19/26			
Premise Description Change for 2025- 2026 Licensed Alcohol Premise	Little Cancun LLC Premise Description Change: Adding Outside Patio Agent: Veronica Cervera Location: 7273 S 27 th St			
Premise Description Change for 2026- 2027 Licensed Alcohol Premise	Little Cancun LLC Premise Description Change: Adding Outside Patio Agent: Veronica Cervera Location: 7273 S 27 th St			
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 5/19/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated May 1, 2026 through May 14, 2026 Nos. 206905 through Nos. 207042 in the amount of \$ 971,147.79. Also included in this listing are EFT Nos. 6488 through EFT Nos. 6504, Library vouchers totaling \$ 141.93 and Water Utility vouchers totaling \$ 24,770.70.

Early release disbursements dated May 1, 2026 through May 13, 2026 in the amount of \$ 572,614.52 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of a property tax disbursement, EFT No. 587 dated May 11, 2026 in the amount of \$ 3,735.28. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated May 15, 2026 is \$ 481,616.00, previously estimated at \$ 516,000. Payroll deductions dated May 15, 2026 are \$ 271,244.01, previously estimated at \$ 285,000.

The estimated payroll for May 29, 2026 is \$ 496,000 with estimated deductions and matching payments of \$ 538,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of May 14, 2026 in the amount of \$ 971,147.79
- Payroll dated May 15, 2026 in the amount of \$ 481,616.00 and payments of the various payroll deductions in the amount of \$ 271,244.01 plus City matching payments and
- Estimated payroll dated May 29, 2026 in the amount of \$ 496,000 and payments of the various payroll deductions in the amount of \$ 538,000, plus City matching payments.

ROLL CALL VOTE NEEDED