

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.

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

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, SEPTEMBER 1, 2026 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
  - 1. A Proclamation in Recognition of Rawson Pub’s 40 Years in Business.
  - 2. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of August 18, 2026.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Consent Agenda:
    - (a) A Resolution authorizing Franklin Director of Health and Human Services to accept and execute the Grant Agreement modification for the 2026 DPH LPHD Consolidated Contract.
    - (b) A Resolution authorizing Franklin Director of Health and Human Services to accept and execute the Grant Agreement for the Tuberculosis (TB) Dispensary Program.
    - (c) Population Estimate as of January 1, 2026.
    - (d) A Resolution authorizing the installation of a retaining wall within the 20’ Public Drainage Easement upon Lot 2 of Whispering Woods Subdivision (6860 W. Wild Flower Court) (TKN 837-0213-000) (Derek & Nellie Foster, Applicant).
    - (e) A Resolution authorizing the installation of a fence within the 20’ Sanitary Sewer Easement upon Lot 16 of Cape Crossing Subdivision (9378 S. Parkside Lane) (TKN 890-1016-000) (Lukas Buttke, Applicant).
    - (f) Request Council Approval to accept a \$300.00 public donation from the Franklin Lioness Foundation and apply this to the Automated External Defibrillators (AED’s) in the City of Franklin Parks Program.
  - 2. Direction on W. Puetz Road Pathway Project.
  - 3. A Resolution authorizing certain officials to execute a Development Agreement for public infrastructure improvements with Advenir Azora Development, LLC [or an

- affiliate thereof, Franklin SFR owner, LLC] – Leo Cottages 7705 S. 31st Street (TKN 786-9988-000,) 7631 S 31st Street (TKN 786-9987-000,) and 7721 S. 31st Street (TKN 786-9992-000) Franklin, Wisconsin.
4. Engineering Department update for 2026.
  5. A Resolution imposing conditions and restrictions for the approval of a Conditional Use for a car wash business use upon properties located at approximately 6311 S. 27th Street (Justin Barnes, Club Car Wash Operating, LLC, applicant) (College Avenue Associates, LLC, Property Owner).
  6. A Resolution imposing conditions and restrictions for the approval of a Conditional Use for a self-service storage facility use upon property located at 5160 W. Ryan Road (TKN 882-9002-000), (5100, LLC, Property Owner and Applicant).
  7. A Resolution Authorizing Certain Officials to Execute an Assignment, Subordination and Standstill Agreement of the Tax Incremental District No. 10 Development Agreement, between the City of Franklin, LxL Pg Apartments, LLC (Borrower) and CIBC Bank USA (Agent), for the redevelopment project named Poth's General (Project), and to effect such developments, including the terms and provisions of said development agreements.
  8. Civic Celebrations Commission financial operations, budget accountability, and internal controls.
  9. January-March, 2026 Quarterly Financial Report.
  10. A Resolution designating signatures for checks and orders pursuant to Section 66.0607 Wisconsin State Statutes.
  11. An Ordinance to amend Ordinance 2025-2712, an Ordinance adopting the 2026 Annual Budget for the General Fund to provide \$19,500 of contingency appropriations for professional services necessary to claim the Federal Solar Investment Tax Credits.
  12. A Resolution to authorize certain officials to execute an additional statement of work with CliftonLarsonAllen LLP for professional services related to the preparation and filing of the City's Federal Solar Investment Tax Credit Return and related forms.
  13. VH PVR, LLC v. City of Franklin, Milwaukee County Circuit Court, Case No. 26-CV-7463. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
  14. A Resolution to award the Pleasant View Reserve repairs project to Payne and Dolan, Inc. in the amount of \$464,154.20.
  15. Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

16. 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 September 1, 2026.

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

J. Adjournment.

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

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

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

REMINDERS:

|              |                            |           |
|--------------|----------------------------|-----------|
| September 3  | Plan Commission            | 6:00 p.m. |
| September 7  | City Hall Closed-Labor Day |           |
| September 15 | Common Council             | 6:30 p.m. |
| September 17 | Plan Commission            | 6:00 p.m. |
| October 6    | Common Council             | 6:30 p.m. |
| October 8    | Plan Commission            | 6:00 p.m. |
| October 20   | Common Council             | 6:30 p.m. |

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B.1.

# City of Franklin Proclamation

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## A PROCLAMATION IN RECOGNITION OF RAWSON PUB FOR ITS 40 YEARS IN BUSINESS

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WHEREAS, the character and community life of the City of Franklin, Wisconsin are greatly enriched by the longevity and welcoming service of its local business owners; and

WHEREAS, Rawson Pub, located at 5621 W. Rawson Avenue in the City of Franklin, was established in 1986, creating a welcoming neighborhood gathering place that has brought residents together for four continuous decades; and

WHEREAS, for 40 years, Rawson Pub has served as a familiar social hub for generations of area citizens, hosting high school class reunions and summer recreational sports leagues; and

WHEREAS, Rawson Pub has consistently demonstrated a commitment to giving back through its community-focused event, the Patriots MC Annual Bike Blessing, which directs 100 percent of proceeds to first responders; and

WHEREAS, on this milestone 40<sup>th</sup> anniversary, the City of Franklin recognizes the entrepreneurial spirit, civic engagement, and classic hospitality that Rawson Pub and its staff continue to bring to our city.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, do hereby congratulate the owners, staff, and patrons of Rawson Pub on their historic milestone; and thank this business establishment and neighborhood landmark for 40 years of hospitality, good cheer, and community spirit.

Presented to the City of Franklin Common Council this 1st day of September, 2026.



  
John R. Nelson, Mayor

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Approval for all the above consent agenda items was seconded by Alderwoman Kresovic. All voted Aye; motion carried.

S. 51<sup>ST</sup> ST DESIGN

- G.2. Alderwoman Kresovic left the meeting at 7:12 p.m.  
Alderwoman Kresovic returned to the meeting at 7:14 p.m.

Alderman Hasan moved to approve to continue design with option C. Seconded by Alderwoman Kresovic. On roll call, Alderwoman Kenney, Alderman Salous and Alderwoman Eichmann voted No; Alderwoman Kresovic, Alderman Hasan and Alderman Johnson voted Aye. Mayor Nelson broke the tie with voting No. Alderwoman Kenney moved to approve to continue design with option B. Seconded by Alderwoman Eichmann. On roll call vote, Alderman Johnson, Alderwoman Eichmann, Alderwoman Kresovic and Alderwoman Kenney voted Aye; Alderman Hasan and Alderman Salous voted No; motion carried.

RES. NO. 2026-8515  
WATERMAIN  
EASEMENT AND SEWER  
FOR LEO COTTAGES

- G.3. Alderman Hasan moved to adopt Resolution No. 2026-8515 , A RESOLUTION TO ACCEPT A WATERMAIN AND SANITARY SEWER EASEMENT FROM ADVENIR AZORA DEVELOPMENT, LLC AT LEO COTTAGES 7705 S. 31<sup>ST</sup> STEET (TKN 786-9988-000), 7631 S. 31<sup>ST</sup> STREET (TKN 786-9987-000), AND 7721 S. 31<sup>ST</sup> STREET (TKN 786-9992-000) FRANKLIN, WI, subject to changes to the Resolution approved by the City Engineer, Director of Administration and the City Attorney. Seconded by Alderwoman Kenney. All voted Aye; motion carried.

RES. NO. 2026-8516  
STORM WATER  
FACILITIES  
AGREEMENT FOR LEO  
COTTAGES

- G.4. Alderman Hasan moved to adopt Resolution No. 2026-8516, A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM ADVENIR AZORA DEVELOPMENT, LLC AT LEO COTTAGES 7705 S. 31<sup>ST</sup> STREET (TKN 786-9988-000), 7631 S. 31<sup>ST</sup> STREET (TKN 786-9987-000), AND 7721 S. 31<sup>ST</sup> STREET (TKN 786-9992-000) FRANKLIN, WI, subject to changes to the Resolution approved by the City Engineer, Director of Administration and the City Attorney. Seconded by Alderman Salous. All voted Aye; motion carried.

DEVELOPMENT  
AGREEMENT WITH  
ADVENIR AZORA – LEO  
COTTAGES

- G.5. Alderwoman Kenney moved to put over to the September 1, 2026 Common Council meeting. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2026-8517  
CONSERVATION  
EASEMENT FOR

- G.6. Alderman Hasan moved to adopt Resolution No. 2026-8517, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A REVISED CONSERVATION EASEMENT FOR

PROPERTIES ON S. 31<sup>ST</sup>  
ST

7705 S. 31<sup>ST</sup> STREET, (TKN 786-9988-000), 7631 S. 31<sup>ST</sup> STREET, (TKN 786-9987-000), AND 7721 S. 31<sup>ST</sup> STREET (TKN 786-9992-000), (ADVENIR AZORA DEVELOPMENT, APPLICANT) (MATTEO AND GERMANO NORANTE, OWNER, 7705 S. 31<sup>ST</sup> STREET) (BC MANAGEMENT, OWNER, 7631 S. 31<sup>ST</sup> STREET) (ESTATE OF GERALD F ZAWADZKI, OWNER, 7721 S. 31<sup>ST</sup> STREET). Seconded by Alderman Johnson. All voted Aye; motion carried.

RES. NO. 2026-8518  
RENAME ERNIE LAKE  
PARK

G.7. Alderwoman Eichmann moved to adopt Resolution No. 2026-8518, A RESOLUTION TO RENAME ERNIE LAKE PARK TO 'TONY MEGNA PARK, HOME OF LAKE ERNIE,' LOCATED AT 8000 S. CHAPEL HILL DR. (TKN 800-9972-005, 800-9982-010, 795-9999-005 AND 800-0102-000) (CITY OF FRANKLIN, PROPERTY OWNER). Seconded by Alderman Johnson. All voted Aye; motion carried.

ORD. NO. 2026-2747  
SCHLUETER PKWY  
PARKING

G.8. Alderman Hasan moved to adopt Ordinance No. 2026-2747, AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 D.(4) DESIGNATING NO PARKING ON THE WEST SIDE OF SCHLUETER PKWY FROM W. DREXEL AVENUE TO S. LEGEND DRIVE. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION  
PLEASANT VIEW  
RESERVE CLAIMS

G.9. Alderwoman Eichmann moved to enter closed session at 7:34 p.m. pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 7:35 p.m.  
Mayor Nelson reconvened at 7:40 p.m.

Upon reentering open session at 8:34 p.m. Alderwoman Kenney moved to proceed as discussed in closed session. Seconded by Alderman Salous. All voted Aye; motion carried.

PLEASANT VIEW  
REPAIRS PROJECT

G.10. Alderman Hasan moved to put over to the September 1, 2026 Common Council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION

G.11. Alderman Hasan moved to enter closed session at 8:36 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and

CELL TOWERS LEASE  
AGREEMENT

bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communication Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:43 p.m. Alderman Hasan moved to proceed as discussed in closed session. 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 August 18, 2026.

Grant New Class B Combination Entertainment & Amusement 2026-2027 License to Mulligan's Irish Pub & Grill LLC, DBA Mulligan's Irish Pub & Grill, Brian Francis, Agent, 8933 S 27<sup>th</sup> St;  
Grant Extraordinary Entertainment & Special Event License to Rawson Pub LLC – 40<sup>th</sup> Bar Anniversary 2026, Person in Charge: Steve Schweitzer, Location: 5621 W Rawson Ave, Date: 9/12/26;  
Grant New 2026-2027 Operator License pending correction of application to Alan Fay;  
Grant New 2026-2027 Operator License to Chloe Veenstra;  
Grant Temporary Class "B" Beer License to Franklin Lions Club: St. Martin's Labor Day Fair, Person in Charge: Jeffrey Terp, Location: 11241 W St Martins Rd, Dates of Event: 9/6/26 and 9/7/26;

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

VOUCHERS AND  
PAYROLL

- I. Alderwoman Kresovic moved to approve City vouchers with an ending date of August 13, 2026 in the amount of \$1,070,759.20, and payroll dated August 7, 2026 in the amount of \$472,936.68 and payments of the various payroll deductions in the amount of \$269,771.85 plus City matching payments, and estimated payroll dated August 21, 2026 in the amount of \$502,000 and payments of the various payroll deductions in the amount of \$578,000, plus City matching payments. Seconded by Alderwoman Kenney. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Kenney moved to adjourn the meeting of the Common Council at 8:46 p.m. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.



| APPROVAL                       | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                                             | MEETING DATE<br>09/01/2026  |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Reports and<br>Recommendations | A RESOLUTION AUTHORIZING FRANKLIN<br>DIRECTOR OF HEALTH AND HUMAN<br>SERVICES TO ACCEPT AND EXECUTE THE<br>GRANT AGREEMENT MODIFICATION FOR<br>THE 2026 DPH LPHD CONSOLIDATED<br>CONTRACT | ITEM NUMBER<br><br>G.I. (a) |

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

- BIOT FOCUS A PLANNING: \$40,322.00
- BIOT PREPARE- CRI: \$15,558.00

These grants assist the FHD in offering additional programming and services to residents based upon analysis and assessment of community needs in addition to the services required of the department by the State and Municipal codes. The focus of the grants are to enhance Wisconsin's and Franklin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by the Centers for Disease Control and Prevention (CDC).

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

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

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

#### **COUNCIL ACTION REQUESTED**

A Motion to adopt Resolution No. 2026-\_\_\_\_\_, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE GRANT AGREEMENT MODIFICATION FOR THE 2026 DPH LPHD CONSOLIDATED CONTRACT.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*Draft 09/01/2026*

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN  
SERVICES TO ACCEPT AND EXECUTE THE GRANT AGREEMENT MODIFICATION  
FOR THE 2026 DPH LPHD CONSOLIDATED CONTRACT

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WHEREAS, The City of Franklin Health Department (FHD) focuses efforts on the ability to rapidly mobilize, surge, and respond to public health emergencies; and

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

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

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

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

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

APPROVED:

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

ATTEST:

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

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



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

Agreement Number: **435100-G26-DPHCC26-26 M3**

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 M3

Agreement Amount: \$55,880

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

GEARS Pre-Packet No: 5322

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: [DHSGACMail@dhs.wisconsin.gov](mailto:DHSGACMail@dhs.wisconsin.gov)

Grantee Grant Administrator: Ellen Henry

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

Grantee Email: [ehenry@franklinwi.gov](mailto:ehenry@franklinwi.gov)

Modification Description: We are adding funding for the Public Health Emergency Preparedness (PHEP) Program (Profiles 155015 and 155190). 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  
Interim Health Officer

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: 2027

|               |                    |              |                           |                         |                         |
|---------------|--------------------|--------------|---------------------------|-------------------------|-------------------------|
| Agency #:     | Agency Name:       | Agency Type: | GEARS Contract Start Date | GEARS Contract End Date | Program Total Contract: |
| <b>472787</b> | <b>Franklin HD</b> | <b>60</b>    | <b>7/1/2026</b>           | <b>6/30/2027</b>        | <b>\$55,880</b>         |

| Profile ID# | Profile Name             | Profile Note | Profile Current Amount | Profile Change Amount | Profile Total Amount | Funding Controls |
|-------------|--------------------------|--------------|------------------------|-----------------------|----------------------|------------------|
| 155015      | BIOT FOCUS<br>A PLANNING |              | -                      | \$40,322              | \$40,322             | N/A              |
| 155190      | BIOT<br>PREPARE -<br>CRI |              | -                      | \$15,558              | \$15,558             | N/A              |
|             |                          |              |                        |                       | \$55,880             |                  |

# **GEARS FEDERAL AWARD INFORMATION**

|                                                                                  |                                                                                                                        |                                                                                                                        |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>DHS Profile Number</b>                                                        | 155015                                                                                                                 | 155190                                                                                                                 |
| <b>FAIN</b>                                                                      | NU90TU000048                                                                                                           | NU90TU000048                                                                                                           |
| <b>Federal Award Date</b>                                                        | 7/9/2026                                                                                                               | 7/9/2026                                                                                                               |
| <b>Sub-award period of Performance Start Date</b>                                | 7/1/2026                                                                                                               | 7/1/2026                                                                                                               |
| <b>Sub-award period of Performance End Date</b>                                  | 6/30/2027                                                                                                              | 6/30/2027                                                                                                              |
| <b>Amount of Federal Funds obligated in the subaward</b>                         | \$40,322                                                                                                               | \$15,558                                                                                                               |
| <b>Total Amount of Federal Funds obligated</b>                                   | \$40,322                                                                                                               | \$15,558                                                                                                               |
| <b>Federal Award Project Description</b>                                         | To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC. | To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC. |
| <b>Federal Awarding Agency Name (Department)</b>                                 | DHHS - Centers for Disease Control and Prevention                                                                      | DHHS - Centers for Disease Control and Prevention                                                                      |
| <b>DHS Awarding Official Name</b>                                                | Debra K. Standridge                                                                                                    | Debra K. Standridge                                                                                                    |
| <b>DHS Awarding Official Contact Information</b>                                 | 608-266-9622                                                                                                           | 608-266-9622                                                                                                           |
| <b>Assistance Listings Number</b>                                                | 93.069                                                                                                                 | 93.069                                                                                                                 |
| <b>Assistance Listings Name</b>                                                  | Public Health Emergency Preparedness                                                                                   | Public Health Emergency Preparedness                                                                                   |
| <b>Total made available under each Federal award at the time of disbursement</b> | \$11,771,867                                                                                                           | \$11,771,867                                                                                                           |
| <b>R&amp;D?</b>                                                                  | No                                                                                                                     | No                                                                                                                     |
| <b>Indirect Cost Rate</b>                                                        | 6.7%                                                                                                                   | 6.7%                                                                                                                   |



**WISCONSIN DEPARTMENT  
of HEALTH SERVICES**



**Wisconsin Department of Health Services  
Division of Public Health  
for**

**Public Health Emergency Preparedness (PHEP) Program**

**I. SCOPE OF WORK (GRANT VIA GEARS)**

**A. OVERVIEW**

|                        |                                                     |
|------------------------|-----------------------------------------------------|
| Program:               | Public Health Emergency Preparedness (PHEP) Program |
| Period of Performance: | July 1, 2026 to June 30, 2027                       |
| GEARS Contract Year:   | 2027                                                |
| Profile(s):            | 155015                                              |

**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 Public Health Emergency Preparedness (PHEP) Program aims to strengthen the capacity and capability of the public health system to prepare for, respond to, and recover from public health threats and emergencies.

The intent of this funding is to create and maintain an excellent system of public health preparedness at the state and local levels with the continued purpose of strengthening and enhancing the capabilities of state and public health systems to mitigate the loss of life and reduce the threats to community health and safety utilizing the Centers for Disease Control and Prevention's (CDC) Response Readiness Framework and the Public Health Emergency Preparedness and Response Capabilities.

**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 **annual** communications between DHS and the Grantee. DHS



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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 [DHSPHEP@dhs.wisconsin.gov](mailto:DHSPHEP@dhs.wisconsin.gov) if there are any changes in contact information within ten (10) business days.

1. TABLE 1: DPH CONTACT AND ROLE

| Full Name, Email and Phone Number                                                                                      | Role                               |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Jaime Niedermeier,<br><a href="mailto:jaime.niedermeier@dhs.wisconsin.gov">jaime.niedermeier@dhs.wisconsin.gov</a>     | Program Contact                    |
| Ramona Baldoni-Lake,<br><a href="mailto:Ramona.baldonilake@dhs.wisconsin.gov">Ramona.baldonilake@dhs.wisconsin.gov</a> | Contract Manager                   |
| Jessica Kessler,<br><a href="mailto:Jessica.kessler@dhs.wisconsin.gov">Jessica.kessler@dhs.wisconsin.gov</a>           | Fiscal Contact                     |
| <a href="mailto:DHSPHEP@dhs.wisconsin.gov">DHSPHEP@dhs.wisconsin.gov</a>                                               | Other (specify): Program Inquiries |

**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](mailto:dhs600RCars@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 by **8/15/2027**, which is **45 days** from the end of the contract period.

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](#)



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and further guidance on How to Submit GEARS Expenditure Reports.

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

**F. REPORTING REQUIREMENTS**

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**1. FINANCIAL REPORTING**

Mid-year and final grant expenditures must be reported to DHS through the DPH Application and Reporting Tool (DART). A report of mid-year expenditures (July 1-December 31, 2026) is due **January 15, 2027**, and a report of final expenditures (through June 30, 2027) is due **August 15, 2027**. Please see the [Local Preparedness Budget Management page](#) on the PCA Portal for more details and a link to the PHEP Fiscal Report (to be posted by September 30, 2026).

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).

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**2. PROGRAMMATIC REPORTING**

**An annual contract deliverable reporting survey** is required on or before the agreement period ends. Grantees are required to quantitatively and qualitatively document program deliverables and provide a written statement through the reports. Grantee will be provided report forms and deadlines from the DHS program area via the PCA Portal.

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

**G. UNALLOWABLE COSTS**

**General Restrictions**

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.





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- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - Publicity or propaganda purposes, including preparing, distributing, or using any material designed to support or defeat the enactment of legislation before any legislative body.
  - Using the salary or expenses of any grant or contract recipient, or agent acting for such recipient, for any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.
- See additional requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See AR 35 for applicability.
- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of executive level II or \$228,000 per year.
- Funds may not be used to purchase or support (feed) animals for labs, including mice.
- Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from CDC Office of Grants Services.
- Funds may not be used to purchase gift cards.

### **Supplanting**

Recipients may supplement but not supplant existing state or federal funds for activities described in the budget. Federal law prohibits recipients of federal funds from replacing state, local, or agency funds with federal funds. For example, funds may not be used to cover positions and other expenditures already funded by other sources.

### **Personnel Costs**

Recipients may (with prior approval) use funds for overtime for individuals directly associated (listed



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in personnel costs) with the award with prior approval from CDC Office of Grants Services.

**Travel**

Travel or conferences not specific to public health emergency preparedness are not allowed. All travel costs must be reimbursed following State of Wisconsin travel guidelines.

**Lobbying**

Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:

- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.

See AR 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

**Construction and Major Renovations**

Recipients may not use funds for construction or major renovations. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

**Passenger Road Vehicles**

- Funds cannot be used to purchase over-the-road passenger vehicles.
- Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks, and electrical or gas-driven motorized carts.
- Recipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, for example, passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
- Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies, and equipment. There should be a written process for initiating transportation agreements (such as contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
  - Type of vendor
  - Number and type of vehicles, including vehicle load capacity and configuration
  - Number and type of drivers, including certification of drivers
  - Number and type of support personnel
  - Vendor's response time



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- Vendor's ability to maintain cold chain, if necessary to the incident
- This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

**Transportation of Medical Material**

- Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies, and equipment.
- Recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- Recipients may purchase basic (non-motorized) trailers with prior approval from CDC Office of Grants Services.

**Procurement of Food and Clothing**

- Funds may *not* be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
- Purchase of vests (or similar items) that may be used multiple times by numerous individuals and to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food. However, under limited circumstances and with prior approval from OPEHC, funds may be allowed for the purchase of food following current state and federal government guidelines.

**Note:** In the event prior approval has been obtained to purchase food, recipients are required to maintain an agenda and a meal sign-in sheet at the local level for auditing purposes. See 45 CFR 75.432 for additional information.

**Vaccines**

- PHEP recipients can, with prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans.
  - Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.



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- Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.
- Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
  - Persons who meet the criteria in the CDC Advisory Committee on Immunization Practices (CDC/ACIP) recommendations for who should receive vaccine; and
  - Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
    - VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccine purchased from the appropriate funding source.
- PHEP funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by Advisory Committee on Immunization Practices (ACIP) schedules.
- PHEP funds may not be used to purchase influenza vaccines for the general public.

Recipients may not use funds for clinical care except as allowed by law. Per the PHEP Notice of Funding Opportunity, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer medical countermeasures (MCMs), such as antibiotics or vaccines, as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to an emergency response or an exercise to test response plans.

### **Laboratory Supplies**

Instruments, reagents, and supplies for the following are not generally purchased with PHEP funding:

- Instruments, reagents, and supplies for testing seasonal influenza;
- Instruments, reagents, and supplies for testing rabies;
- Instruments, reagents, and supplies for routine food testing (surveillance);
- Instruments, reagents, and supplies for testing vaccine preventable diseases (such as measles or mumps);
- Instruments, reagents, and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance);
- Routine drug screening of laboratory staff; and
- Influenza vaccines (for the general public).

### **Advertising and Public Relations, Supplies, Meetings, Promotional Items and Memorabilia**

See: Federal Regulation Codes under section 200.421; PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- a) The term "advertising costs" means the costs of advertising media and corollary administrative costs. Advertising media includes magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.
- b) The only allowable advertising costs are those which are solely for:



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- (i) The recruitment of personnel required by the non-federal entity for performance of a federal award (See also §200.463 Recruiting costs).
- (ii) The procurement of goods and services for the performance of a federal award.
- (iii) The disposal of scrap or surplus materials acquired in the performance of a federal award except when non-federal entities are reimbursed for disposal costs at a predetermined amount.
- (iv) Program outreach and other specific purposes necessary to meet the requirements of the federal award.
- c) The term “public relations” includes community relations and means those activities dedicated to maintaining the image of the non-federal entity or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- d) The only allowable public relations costs are:
  - (i) Costs specifically required by the federal award.
  - (ii) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the federal award (these costs are considered necessary as part of the outreach effort for the federal award).
  - (iii) Costs of conducting general liaison efforts with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities, financial matters, etc.
- e) Unallowable advertising and public relations costs include the following:
  - (i) All advertising and public relations costs other than as specified in paragraphs (b) and (d) of this section.
  - (ii) Costs of meetings, conventions, convocations, or other events related to other activities of the entity (see also §200.432 Conferences), including:
    - 1) Costs of displays, demonstrations, and exhibits.
    - 2) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events.
    - 3) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings.
  - (iii) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
  - (iv) Costs of advertising and public relations designed solely to promote the non-federal entity.

Direct all questions regarding eligible expenses to the DHS program area (DHSPHEP@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



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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 from the DHS Contract Administrator for any equipment purchases using state or federal funds that exceed \$10,000 per Uniform Guidance (2 CFR 200.439). Direct all questions regarding budget management or equipment purchases to the DHS program area (DHSPHEP@dhs.wisconsin.gov).

**I. DPH APPLICATION AND REPORTING TOOL (DART)**

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.

**K. ADDITIONAL INFORMATION AND/OR REQUIREMENTS**

**Deadlines/Important Dates**

- January 15, 2027 – Mid-year fiscal report for PHEP BP3 expenses due
- May 15, 2027 – Deadline to submit requests for budget revision for PHEP BP3
- August 15, 2027 – Deadline to submit final GEARS Expense Reports for PHEP BP3
- August 15, 2027 – Final fiscal report for PHEP BP3 expenses due

**L. PROJECT DELIVERABLES**

The Wisconsin Department of Health Services (DHS) has established objectives and deliverables for completion by local and Tribal public health agencies (LTPHA's) during the budget period from July 1, 2024, to June 30, 2029, with a goal of ensuring Wisconsin local and Tribal public health agencies are response ready. These contract deliverables are described in Addendum A.

**Local and Tribal Public Health Emergency Preparedness Contract Objectives  
Centers for Disease Control and Prevention (CDC) Cooperative Agreement  
#CDC-RFA-TU24-0137**

**Budget Period: July 1, 2026 – June 30, 2027\***

*\*Note: This document includes all contract deliverables for a five-year cooperative agreement period (7/1/2024 – 6/30/2029). Some deliverables are required annually, while others have the expected due date for each budget period. No changes have been made to the contract deliverables for Budget Period 3. Please send any questions regarding Contract Objectives to the DHS PHEP program at [DHSPHEP@dhs.wisconsin.gov](mailto:DHSPHEP@dhs.wisconsin.gov).*

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and Tribal public health agencies (LTPHA's) during the budget period from July 1, 2024, to June 30, 2029, with a goal of ensuring Wisconsin local and Tribal public health agencies are response ready.

These objectives are based on CDC's 2024 Readiness Response Framework and are supported by the Public Health Emergency Preparedness and Response Capabilities, which CDC released in 2018 and updated in 2019. In addition, these objectives are written, to align with CDC's Public Health Emergency Preparedness PHEP Cooperative Agreement.

During this budget period, DHS anticipates that LTPHAs will continue to use a "whole community" approach as defined by FEMA. A "whole community" approach is the idea that preparedness is a shared responsibility that must include the full range of preparedness stakeholders, including not just government, but also individuals and families (including those with access and functional needs), businesses, community organizations, schools, nonprofits, media outlets, and more.

Planning for a whole community should address health equity issues by considering individuals with access and functional needs. Per CDC's Access and Functional Needs Toolkit (March 2021), The term "access and functional needs" refers to individuals with and without disabilities, who may need additional assistance because of any condition (temporary or permanent) that may limit their ability to act in an emergency. Individuals with access and functional needs do not require any kind of diagnosis or specific evaluation. Populations with access and functional needs may include but are not limited to:

- Children and youth
- Individuals with chronic diseases or underlying conditions
- Individuals with cognitive impairment
- Individuals with developmental disabilities
- Individuals with hearing impairment
- Individuals experiencing homelessness or housing instability
- Individuals with language barriers and/or limited English proficiency
- Marginalized populations experiencing social, political, or economic exclusions, such as people living in poverty, people experiencing racism, or people who are undocumented
- Older population
- Individuals with limited access to transportation
- Individuals with limited access to the internet or Wi-Fi

- Underserved communities, such as rural or uninsured/underinsured communities
- Individuals with visual impairment
- People who are pregnant

### Using PHEP Funds for Response

PHEP cooperative agreement funding is intended primarily to support preparedness activities that help ensure state and local public health departments are response ready. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and Tribal governments to respond to public health threats. LTPHAs must receive prior approval from the Wisconsin PHEP program for any proposed response activities.

### Joint PHEP/HPP/Emergency Management Activities

Objectives that align with program requirements as set forth by the CDC PHEP program and the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) are indicated as a '(Joint PHEP/HPP Activity)'. The Wisconsin PHEP program recommends that LTPHAs coordinate with their regional Healthcare Emergency Readiness Coalition (HERC) and emergency management partners on these activities.

### Required Reporting

Annual year-end reporting on all contract deliverables is due June 30<sup>th</sup> each year of the 5-year cooperative agreement. Required reporting will be accessed via the Partner Communications and Alerting (PCA) Portal once available. Additional information about year-end reporting will be communicated to local and Tribal preparedness staff throughout the budget periods via email communications and PHEP Q&A (Questions and Answers) webinars. Local and Tribal preparedness staff should sign up to receive Public Health Emergency Preparedness email communications if they have not already.

### Budget Management

All LTPHAs will submit a proposed budget to DHS using the PHEP and CRI Budget Template. All LTPHAs will report mid-year and final expenditures by the deadlines below. Budgets and fiscal reports will be submitted via the DPH Application and Reporting Tool (DART), with specific instructions posted on the PCA Portal Local Budget Management page. To request access to the PCA Portal, please contact [DHSPCAPortal@dhs.wisconsin.gov](mailto:DHSPCAPortal@dhs.wisconsin.gov).

| Deliverable Number | Due Date                                                                        | Objective                         |
|--------------------|---------------------------------------------------------------------------------|-----------------------------------|
| Deliverable 1      | By June 30, each year of the 5-year cooperative agreement                       | Submit the PHEP proposed budget   |
| Deliverable 2      | By January 15, each year of the 5-year cooperative agreement (beginning in BP3) | Submit mid-year PHEP expenditures |



|  |                                                             |                                |
|--|-------------------------------------------------------------|--------------------------------|
|  | By August 15, each year of the 5-year cooperative agreement | Submit final PHEP expenditures |
|--|-------------------------------------------------------------|--------------------------------|

## Strategy 1 – All-hazard activities

Strategy 1 encompasses the following Response Readiness Framework program priorities.

- **Develop a risk-based approach to all-hazards planning** to advance risk-based planning; address evolving threats; and support medical countermeasure distribution, dispensing, and administration and medical materiel management.
- **Modernize data collection and systems** to improve situational awareness and information sharing with health care systems and other partners.
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for populations experiencing health disparities.

## Risk-Based Approach to All Hazard Planning (AHA)

Public Health Response Readiness Framework – Priority 1. Prioritize a risk-based approach (AHA-A)

- Capability 1: Community Preparedness
- Capability 3: Emergency Operations Coordination
- Capability 13: Public Health Surveillance and Epidemiological Investigation

When submitting the risk assessment (RA) or Hazard Vulnerability Assessment (HVA), identify the top five risks based on public health consequences and report the following Risk Assessment Data Elements (RADE):

- Participants involved in the assessment,
- Identified risks,
- A ranking of the top five risks (new),
- Public health consequences of the risks describing the vulnerabilities associated with prioritized risks (new),
- Resources used to conduct the risk assessments, such as CDC's Social Vulnerability Index, CDC PLACES, or HHS emPOWER data (new), and
- Identified expertise to provide consultation during a public health emergency associated with prioritized risks (new).

| Deliverable Number | Due Date         | Objective                                                                                                                                                                  |
|--------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 3      | January 31, 2025 | Conduct a risk assessment (RA) or Hazard Vulnerability Assessment (HVA) and identify the top five risks based on public health consequences. <b>If your most recent RA</b> |

|  |                                       |                                                                                                                                                                                              |
|--|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |                                       | occurred in Budget Periods 2,3,4, or 5 of the previous NOFO performance period, submit that RA along with the risk assessment data elements (RADE) based on elements addressed at that time. |
|  | Once in the 5-year performance period | Complete and submit a new RA/HVA once during the five-year performance period on the PCA Portal and include RADE                                                                             |

Ensure baseline competency and integration with preparedness requirements - Priority 1.

Prioritize a risk-based approach (AHA-G)

It is recommended by CDC that Public Health preparedness and recovery staff should strive to complete the coursework below based on their preparedness and response roles and positions.

- Public health preparedness and recovery staff, including exercise planning staff:
  - Independent Study (IS) 100: Introduction to the Incident Command System
  - IS 200: Basic Incident Command System for Initial Response (ICS 200)
  - IS 700: An Introduction to the National Incident Management System (NIMS)
  - ICS 706: NIMS Intrastate Mutual Aid
  - IS 800: National Response Framework, An Introduction
  - IS-2900.A: National Disaster Recovery Framework (NDRF) Overview
  - IS-120: an Introduction to Exercise
  - Homeland Security Exercise and Evaluation Program
  - Emergency Management Assistance Compact (EMAC) Pre-Event Preparation for Resource Providers
- Health Department supervisory positions:
  - ICS 200: Basic ICS for Initial Response
  - Independent Study (IS)-2200: Basic Emergency Operations Center Functions
- Staff with designated response roles:
  - ICS 300: Intermediate ICS for Expanding Incidents (In Person)
  - EMAC Just-in-Time Training for Deploying Personnel
  - Crisis and Emergency Risk Communication (RISK COMMUNICATION PLAN)
- Senior staff who support the management of large/complex responses (incidents across multiple locations or over a large area):
  - ICS 400: Advanced ICS (In Person)

| Deliverable Number | Due Date                                                        | Objective                                                                                                                  |
|--------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Deliverable 4      | New staff:<br>With in the first year of hire                    | At a minimum public health staff should have successfully completed:<br>IS-100, IS-200, IS-700, IS-800                     |
|                    | Current staff:<br>Maintain during the 5-year performance period | Ensure current staff are proficient with the most recent FEMA course version available for IS-100, IS-200, IS -700, IS-800 |

## Data Modernization (DM)

Public Health Response Readiness Framework – Priority 6. Modernize data collection and systems (DM-A), (DM-B)

- Capability 3: Emergency Operations Coordination
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Incorporate data systems and data source functionality and infrastructure in public health emergency response plans and testing of the functionality of those systems.

| Deliverable Number | Due Date      | Objective                                                                                                                                                                 |
|--------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 5      | June 30, 2026 | Identify the resources and infrastructure necessary for data systems and sources to meet jurisdictional needs during an emergency response and include in emergency plans |
| Deliverable 6      | June 30, 2027 | Prioritize improving data systems and data sources that are the most essential for effective response.                                                                    |

## Health Equity (HE)

Public Health Response Readiness Framework – Priority 8. Incorporate health equity practices (HE-A)

- Capability 1: Community Preparedness
- Capability 2: Community Recovery
- Capability 4: Emergency Public Information and Warning
- Capability 7: Mass Care

Ensure risk assessments include relevant input from partners to ensure they reflect health equity. Consider disproportionately impacted populations or community's projected to be adversely impacted by the public health consequence of risks. Include populations with limited English proficiency and consider how social determinants of health may affect health outcomes during an emergency.

| Deliverable Number | Due Date                           | Objective                                                                                                                                                                                                                              |
|--------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 7      | Over the 5-year performance period | Identify impacted communities and implement actions to understand how public health emergency response plans and exercises can be developed or updated to address unique preparedness, response, and recovery needs of the communities |

## Strategy 2 – Whole Community Readiness

Strategy 2 encompasses the following Response Readiness Framework program priorities:

- **Enhance partnerships** with federal and non-governmental organizations to effectively support community preparedness efforts
- **Strengthen risk communication activities** to improve proficiency in disseminating critical public health information and warnings and address misinformation or disinformation
- **Prioritize community recovery efforts** to support health department reconstitution and incorporate lessons learned from public health emergency responses
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for communities experiencing differences in health status due to structural barriers

### Partnerships (PAR)

Public Health Response Readiness Framework – Priority 2. Enhance Partnerships (PAR-A)

- Capability 2: Community Recovery
- Capability 6: Information Sharing

Include critical response and recovery partners in required plans and exercises.

| Deliverable Number | Due Date                                                            | Objective                                                                                                                                                                                                                                                          |
|--------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 8      | Over the 5-year performance period                                  | Continually assess your ability to address the unique needs or community members throughout exercises                                                                                                                                                              |
|                    |                                                                     | Maintain response affiliations with private industry partners including, but not limited to, large employers, pharmacies, academia, and others                                                                                                                     |
|                    |                                                                     | Maintain involvement in regional HERC                                                                                                                                                                                                                              |
|                    | By June 30 <sup>th</sup> each year of the 5-year performance period | Ensure that your organization has at least three staff with profiles and emergency call ranking on the PCA Portal and review accuracy<br><i>It is strongly encouraged to include your local health officer or Tribal health director as one of these contacts.</i> |
|                    | Annually during the 5-year performance period                       | At minimum one representative from your organization will have attended or watched the recording of all coordination calls with Voluntary Organizations Active in Disaster (VOAD) partners that occurred during the budget period                                  |
|                    | Annually during the 5-year performance period                       | Maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information                                                                                                                                                |

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7.  
Strengthen risk communications activities (RSK-A)

- Capability 1 Community Preparedness
- Capability 2 Community Recovery
- Capability 8 Medical Countermeasure Dispensing and Administration
- Capability 9 Medical Materiel Management and Distribution

Timely communication of situational awareness and risk information.

| Deliverable Number | Due Date                                         | Objective                                                                                                                                                                                                                                                                                                                                                         |
|--------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 9      | Over the 5-year performance period               | Incorporate lessons learned from exercises and responses into risk communications and information dissemination plans.                                                                                                                                                                                                                                            |
|                    |                                                  | Incorporate strategies to monitor and combat misinformation and disinformation into risk communication and information dissemination plans.                                                                                                                                                                                                                       |
| Deliverable 10     | Review Annually                                  | Maintain the capacity and capability to manage, distribute, dispense, and administer medical countermeasures according to the Administration for Strategic Preparedness and Response/ Strategic National Stockpile requirements and guidelines. Update mass dispensing and mass vaccination clinic sites in the <u>POD DVC Management Tool</u> on the PCA Portal. |
|                    | Once annually over the 5-year performance period | Annually conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert register volunteers                                                                                                                                                                                                                                            |

**Exercise Objective:**

All LTPHAs will participate in at least one Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise in each budget period throughout BP1-5. Use of Incident Command System (ICS) to manage a real event may be used in lieu of an exercise as long as an HSEEP consistent After Action Report (AAR)/Improvement Plan (IP) is completed. *Note: This AAR/IP may focus on any one or multiple of the 15 public health emergency preparedness and response capabilities. LTPHAs can participate with their regional HERC in the development of an AAR.*

- All LTPHAs that receive state-supplied vaccine to conduct a school-located mass vaccination exercise during any budget period in BP1-5 must complete an HSEEP consistent AAR/IP of the exercise using the Immunization Program Functional Exercise AAR/IP template. This AAR/IP will satisfy deliverable 11.

**For LTPHAs that receive state-supplied vaccine to conduct a school-located mass vaccination exercise during any budget period in BP1-5: Deliverable 11:** By April 30, post HSEEP consistent AAR/IP to the PCA Portal After Action Reports page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

**For LTPHAs submitting other AARs: Deliverable 11:** By June 30, post HSEEP consistent AAR/IP to the PCA Portal After Action Reports page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

| Deliverable Number | Due Date                                         | Objective                                                                    |
|--------------------|--------------------------------------------------|------------------------------------------------------------------------------|
| Deliverable 11     | Once annually over the 5-year performance period | Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise |

**Reporting requirement:**

| Deliverable Number | Due Date                                                                                                                                                      | Objective                                                                           |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Deliverable 12     | By April 30 <sup>th</sup> (if school-based vaccination exercise) or by June 30 <sup>th</sup> (all other exercises) each year of the 5-year performance period | Exercise after action reports and improvement plans (AAR/IP) uploaded to PCA Portal |

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7.  
Strengthen risk communications activities (RSK-B)

- Capability 4: Emergency Public Information & Warning
- Capability 6: Information Sharing

Identify and implement communication surveillance, media relations, and digital communication strategies in exercises.

| Deliverable Number | Due Date                                              | Objective                                                                                                                                                   |
|--------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 13     | Each budget period over the 5-year performance period | Exercise risk communication plans and principles to ensure risk communication and staff activities simulate actions that will be taken during an emergency. |

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7.  
Strengthen risk communications activities (RSK-C)

- Capability 4: Emergency Public Information & Warning
- Capability 6: Information Sharing

Identify and implement specific crisis and emergency risk communication activities that meet the diverse needs of communities of focus

| Deliverable Number | Due Date                                       | Objective                                                                                                                                                                                                                     |
|--------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 14     | Review each budget period and update as needed | Use lessons learned from, mpox, and other recent responses or exercises to identify and address gaps in risk communication activities that support communities of focus.                                                      |
|                    |                                                | Collaborate with partners that represent prioritized populations to develop culturally, linguistically, and accessible appropriate risk messages for populations with access needs, functional needs, and health disparities. |

Recovery (REC)

Public Health Response Readiness Framework – Priority 10. Prioritize community recovery efforts (REC-A)

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Incorporate recovery operations into public health preparedness plans

| Deliverable Number | Due Date                                                            | Objective                                                                                                                                                                                                                                                                      |
|--------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 15     | By June 30 <sup>th</sup> each year of the 5-year performance period | Identify community partners who aid in recovery and engage in discussions regarding their potential roles and their resources.<br><ul style="list-style-type: none"> <li>◦ Identify roles and responsibilities for staff designated to support recovery operations.</li> </ul> |
| Deliverable 16     | By June 30 <sup>th</sup> each year of the 5-year performance period | Establish methods for determining community recovery priorities and communicating the status of recovery operations with relevant partners, interested groups, and the public.                                                                                                 |

## Health Equity (HE)

Public Health Response Readiness Framework – Priority 8. Incorporate health equity practices (HE-B)

- Capability 1: Community Preparedness

Engage partners to incorporate health equity principles into preparedness plans and exercises

| Deliverable Number | Due Date                                       | Objective                                                                                                                                                                                   |
|--------------------|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 17     | Review each budget period and update as needed | Engage community or nontraditional partners, such as faith-based organizations and private industry each year to support communities of focus identified in the RADE health equity section. |

## Strategy 3 – Improve Capacity

Strategy 3 encompasses the following Response Readiness Framework program priorities:

- Build workforce capacity to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health

## Workforce (WKF)

Public Health Response Readiness Framework – Priority 5. Build workforce capacity (WKF-B)

- Capability 1 Community Preparedness
- Capability 14 Responder Safety and Health
- Capability 7: Mass Care

Provide guidance, direction, and training to maintain a ready responder workforce across the entire health department

| Deliverable Number | Due Date                                       | Objective                                                                                                                                                                                                                                                                                             |
|--------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 18     | Review each budget period and update as needed | Include health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles in preparedness training and periodic exercises. Primary response staff must participate in exercises on a rotational basis as determined by the health department. |



## PHEP 5-year Grant Deliverable Overview

| <b>Deliverable Number</b> | <b>Due Date</b>                                                                 | <b>Objective</b>                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 1             | By June 30, each year of the 5-year cooperative agreement                       | Submit the proposed budget                                                                                                                                                                                                                                                                                                                                              |
| Deliverable 2             | By January 15, each year of the 5-year cooperative agreement (beginning in BP3) | Submit mid-year expenditures                                                                                                                                                                                                                                                                                                                                            |
|                           | By August 15, each year of the 5-year cooperative agreement                     | Submit final expenditures                                                                                                                                                                                                                                                                                                                                               |
| Deliverable 3             | January 31, 2025                                                                | Conduct a risk assessment (RA) or Hazard Vulnerability Assessment (HVA) and identify the top five risks based on public health consequences. <b>If your most recent RA occurred in Budget Periods 2,3,4, or 5 of the previous NOFO performance period, submit that RA along with the risk assessment data elements (RADE) based on elements addressed at that time.</b> |
|                           | Once in the 5-year performance period                                           | Complete and submit a new RA/HVA once during the five-year performance period on the PCA Portal and include RADE                                                                                                                                                                                                                                                        |
| Deliverable 4             | New staff:<br>Within the first year of hire                                     | At a minimum public health staff should have successfully completed:<br>IS-100, IS-200, IS-700, IS-800                                                                                                                                                                                                                                                                  |
|                           | Current staff:<br>Maintain during the 5-year performance period                 | Ensure current staff are proficient with the most recent FEMA course version available for IS-100, IS-200, IS -700, IS-800                                                                                                                                                                                                                                              |
| Deliverable 5             | June 30, 2026                                                                   | Identify the resources and infrastructure necessary for data systems and sources to meet jurisdictional needs during an emergency response and include in emergency plans                                                                                                                                                                                               |
| Deliverable 6             | June 30, 2027                                                                   | Prioritize improving data systems and data sources that are the most essential for effective response.                                                                                                                                                                                                                                                                  |
| Deliverable 7             | Over the 5-year performance period                                              | Identify impacted communities and implement actions to understand how public health emergency response plans and exercises can be developed or updated to address unique preparedness, response, and recovery needs of the communities                                                                                                                                  |
| *Benchmark Activity       |                                                                                 |                                                                                                                                                                                                                                                                                                                                                                         |

|                                          |                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 8<br><br>*Benchmark Activity | Over the 5-year performance period                                                                                                                            | Continually assess your ability to address the unique needs or community members throughout exercises                                                                                                                                                                                                                                                             |
|                                          |                                                                                                                                                               | Maintain response affiliations with private industry partners including, but not limited to, large employers, pharmacies, academia, and others                                                                                                                                                                                                                    |
|                                          |                                                                                                                                                               | Maintain involvement in regional HERC                                                                                                                                                                                                                                                                                                                             |
|                                          | By June 30 <sup>th</sup> each year of the 5-year performance period                                                                                           | Ensure that your organization has at least three staff with profiles and emergency call ranking on the PCA Portal and review accuracy<br><i>It is strongly encouraged to include your local health officer or Tribal health director as one of these contacts.</i>                                                                                                |
|                                          | Annually during the 5-year performance period                                                                                                                 | At minimum one representative from your organization will have attended or watched the recording of all coordination calls with Voluntary Organizations Active in Disaster (VOAD) partners that occurred during the budget period                                                                                                                                 |
|                                          | Annually during the 5-year performance period                                                                                                                 | Maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information                                                                                                                                                                                                                                               |
| Deliverable 9                            | Over the 5-year performance period                                                                                                                            | Incorporate lessons learned from exercises and responses into risk communications and information dissemination plans.                                                                                                                                                                                                                                            |
|                                          |                                                                                                                                                               | Incorporate strategies to monitor and combat misinformation and disinformation into risk communication and information dissemination plans.                                                                                                                                                                                                                       |
| Deliverable 10                           | Review Annually                                                                                                                                               | Maintain the capacity and capability to manage, distribute, dispense, and administer medical countermeasures according to the Administration for Strategic Preparedness and Response/ Strategic National Stockpile requirements and guidelines. Update mass dispensing and mass vaccination clinic sites in the <u>POD DVC Management Tool</u> on the PCA Portal. |
|                                          | Once annually over the 5-year performance period                                                                                                              | Annually conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert register volunteers                                                                                                                                                                                                                                            |
| Deliverable 11                           | Once annually over the 5-year performance period                                                                                                              | Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise                                                                                                                                                                                                                                                                                      |
| Deliverable 12                           | By April 30 <sup>th</sup> (if school-based vaccination exercise) or by June 30 <sup>th</sup> (all other exercises) each year of the 5-year performance period | Exercise after action reports and improvement plans (AAR/IP) uploaded to PCA Portal                                                                                                                                                                                                                                                                               |

|                                           |                                                                     |                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 13<br><br>*Benchmark Activity | Each budget period over the 5-year performance period               | Exercise RISK COMMUNICATION PLAN plans and principles to ensure risk communication and staff activities simulate actions that will be taken during an emergency.                                                                                                                                      |
| Deliverable 14                            | Review each budget period and update as needed                      | Use lessons learned from COVID-19, mpox, and other recent responses to identify and address gaps in RISK COMMUNICATION PLAN activities that support communities of focus.                                                                                                                             |
|                                           |                                                                     | Collaborate with partners that represent prioritized populations to develop culturally, linguistically, and accessible appropriate risk messages for populations with access needs, functional needs, and health disparities.                                                                         |
| Deliverable 15                            | By June 30 <sup>th</sup> each year of the 5-year performance period | Identify community partners who aid in recovery and engage in discussions regarding their potential roles and their resources.<br>◦<br>Identify roles and responsibilities for staff designated to support recovery operations.                                                                       |
| Deliverable 16                            | By June 30 <sup>th</sup> each year of the 5-year performance period | Establish methods for determining community recovery priorities and communicating the status of recovery operations with relevant partners, interested groups, and the public.                                                                                                                        |
| Deliverable 17                            | Review each budget period and update as needed                      | Engage community or nontraditional partners, such as faith-based organizations and private industry each year to support communities of focus identified in the RADE health equity section.                                                                                                           |
| Deliverable 18                            | Review each budget period and update as needed                      | Include health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles in preparedness training and periodic exercises. Primary response staff must participate in exercises on a rotational basis as determined by the health department. |

**Wisconsin Cities Readiness Initiative (CRI) Contract Objectives  
Public Health Emergency Preparedness Cooperative Agreement  
Budget Period 3: July 1, 2026 – June 30, 2027\***

*\*Note: This document includes all contract deliverables for a five-year cooperative agreement period (7/1/2024 – 6/30/2029). Some deliverables are required annually, while others have the expected due date for each budget period. Please send any questions regarding Contract Objectives to the DHS PHEP program at [DHSPHEP@dhs.wisconsin.gov](mailto:DHSPHEP@dhs.wisconsin.gov).*

**CRI Resources**

[PHEP NOFO CRI Supplemental Guidance](#)  
[PHEP NOFO Exercise Framework Supplemental Guidance](#)

**Strategies and Deliverables**

The following deliverables pertain only to the following local health departments:

**Milwaukee County Zones**

- Wauwatosa Health Department (Zone C)
- Southwest Suburban Health Department (Zone C)
- Franklin Health Department (Zone D)
- Greendale Health Department (Zone D)
- Hales Corners Health Department (Zone D)
- Cudahy Health Department (Zone E)
- Oak Creek Health Department (Zone E)
- South Milwaukee/St. Francis Health Department (Zone E)

**Individual Reporting Jurisdictions**

- City of Milwaukee Health Department
- North Shore Health Department
- Pierce County Public Health Department
- St. Croix County Health & Human Services
- Washington Ozaukee Public Health Department
- Waukesha County Department of Health & Human Services

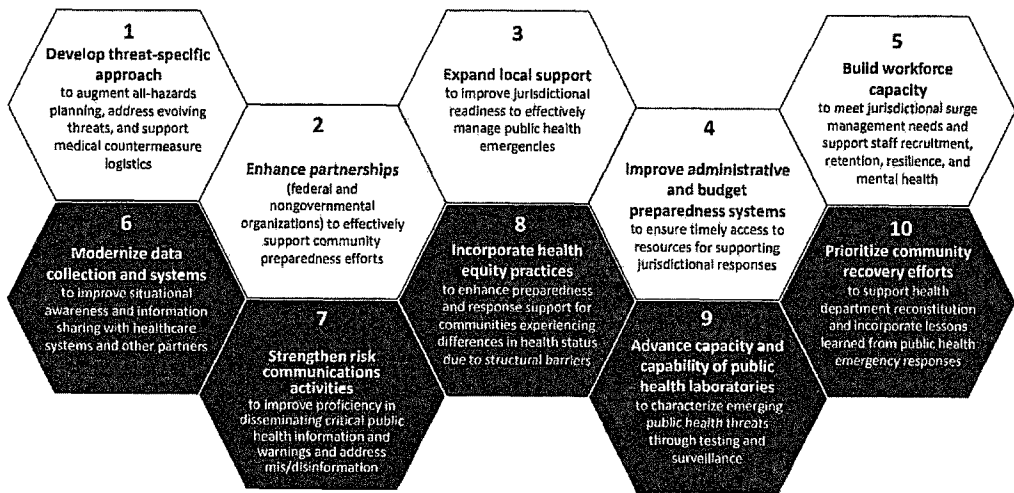
**Strategies**

The proposed strategies for PHEP Recipients and each CRI Zone and jurisdiction indicate that all 62 PHEP Recipients and local planning jurisdictions in 72 CRI metropolitan statistical areas (MSAs) must ensure operational readiness for at least two of the jurisdiction’s top threats included in their risk assessment (RA).

1. Ensure readiness for a large-scale event that requires medical countermeasures (MCMs) Distribution/Dispensing/Administration (D/D/A)
  - a. Could include anthrax or other emerging infectious disease (EID) scenario response or similar threat that requires rapid D/D/A OF MCMs.
  - b. Should be a response where public health is likely to play a lead role.
2. Ensure readiness for a priority threat selected from the jurisdiction’s RA included in the CDC’s Public Health Response Readiness Framework. (Figure 1)

- a. Could include environmental hazards/climate change, domestic terrorism, or other responses that are not EID-related.
- b. May be a response where public health is likely to play a support role.

**Public Health Response Readiness Framework**  
2024-2029 PHEP Program Priorities



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Figure 1

The Wisconsin Department of Health Services (DHS) has established the following strategies and deliverables for completion by CRIs, in addition to their LTPHA contract deliverables, during the budget period from July 1, 2026, to June 30, 2027.

These strategies are based on CDC’s Readiness Response Framework, Public Health Emergency Preparedness and Response Capabilities, and the PHEP Notice of Funding Opportunity (NOFO) and include references to these guidance documents where applicable.

**Deliverables**

**Deliverable 1:**

All LTPHAs will submit a proposed budget to DHS using the PHEP and CRI Budget Template. All LTPHAs will report mid-year and final expenditures by the deadlines below. Budgets and fiscal reports will be submitted via the DPH Application and Reporting Tool (DART), with specific instructions posted on the PCA Portal Local Budget Management page. To request access to the PCA Portal, please contact [DHSPCAPortal@dhs.wisconsin.gov](mailto:DHSPCAPortal@dhs.wisconsin.gov).

| Deliverable Number | Due Date | Deliverable |
|--------------------|----------|-------------|
|--------------------|----------|-------------|

|                      |                                                                                 |                                  |
|----------------------|---------------------------------------------------------------------------------|----------------------------------|
| <b>Deliverable 1</b> | By June 30, each year of the 5-year cooperative agreement                       | Submit the CRI proposed budget   |
|                      | By January 15, each year of the 5-year cooperative agreement (beginning in BP3) | Submit mid-year CRI expenditures |
|                      | By August 15, each year of the 5-year cooperative agreement                     | Submit final CRI expenditures    |

## Deliverable 2:

### Objective:

All local health department staff responsible for CRI deliverables will maintain awareness of CRI planning and readiness strategies.

Each CRI will maintain a system for tracking inventory of supplies and Medical Counter Measures (IMATS, Excel spreadsheet, or other system). Appropriate health department staff responsible for inventory management will maintain knowledge of the tracking system, including training and exercising as needed to ensure response readiness.

| <b>Deliverable Number</b> | <b>Due Date</b>                                           | <b>Deliverable</b>                                                                                                                                                                                                                                                                                               |
|---------------------------|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 2             | Ongoing as new staff join                                 | <u>Subscribe</u> to receive WI DHS <i>Public Health Emergency Preparedness Planning and Response</i> email communications.                                                                                                                                                                                       |
|                           | By June 30, each year of the 5-year cooperative agreement | Maintain inventory tracking system<br><br>If using IMATS (not required), assure primary and backup staff have access to CDC Secure Access Management Services (SAMS) <i>Please contact David Clerkin at <a href="mailto:David.clerkin@dhs.wisconsin.gov">David.clerkin@dhs.wisconsin.gov</a> for SAMS access</i> |

## Deliverable 3:

### Strategy 1 – All-hazard activities

Strategy 1 encompasses the following Response Readiness Framework program priorities.

- **Develop a risk-based approach to all-hazards planning** to advance risk-based planning; address evolving threats; and support medical countermeasure distribution, dispensing, and administration and medical materiel management.
- **Modernize data collection and systems** to improve situational awareness and information sharing with health care systems and other partners.

- **Integrate health equity practices** to enhance preparedness, response, and recovery support for populations experiencing health disparities.

Risk-Based Approach to All Hazard Planning (AHA)

Public Health Response Readiness Framework – Priority 1. Prioritize a risk-based approach (AHA-A)

Capability 1: Community Preparedness

Capability 3: Emergency Operations Coordination

Capability 13: Public Health Surveillance and Epidemiological Investigation

By December 3, 2024, and again by June 3, each following year of the 5-year cooperative agreement, each CRI Zone and jurisdiction will submit an action plan to [DHSPHEP@dhs.wisconsin.gov](mailto:DHSPHEP@dhs.wisconsin.gov).

- Action plans may focus on activities designed to address prioritized planning and operational gaps identified across any of the fifteen CDC Public Health Emergency Preparedness and Response Capabilities.
- Each CRI Zone and jurisdiction may identify planning and operational gaps via various activities, including but not limited to areas of improvement identified in a jurisdiction's most recent review document, exercises, real incidents, needs assessments, and more.
- Each CRI Zone and jurisdiction may use the MCM Action Plan template located on the PCA Portal [CRI page](#) or they may create their own.

Quarterly Updates – All Each CRI Zone and jurisdiction will submit quarterly reports updating OPEHC on activities identified on their action plans.

| Deliverable Number | Due Date                                                                                                                             | Deliverable                                                                                                                                       |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 3      | December 1, 2026                                                                                                                     | Provide DHS with a copy of your CRI Zone and jurisdiction BP2 (2025-2026) action plan                                                             |
|                    | June 3 <sup>rd</sup> each year of the 5-year cooperative agreement starting June 3, 2025                                             | Each year provide DHS with an updated copy of your CRI Zone or jurisdictional action plan                                                         |
|                    | Budget Periods 2-5<br>December<br>June                                                                                               | Submit an updated copy of your CRI Zone or jurisdictional action plan to <a href="mailto:DHSPHEP@dhs.wisconsin.gov">DHSPHEP@dhs.wisconsin.gov</a> |
|                    | Budget Period 3 (2026-2027)<br><b>Quarterly dates:</b><br>September 17, 2026<br>December 17, 2026<br>March 18, 2027<br>June 17, 2027 | Provide quarterly updates on action plan activities via CRI Update Calls                                                                          |

|  |                                                                                                      |                                                                                      |
|--|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|  | <b>Budget Periods 4-5</b><br><b>Quarterly dates: (TBD)</b><br>September<br>December<br>March<br>June | Future BPs: Provide quarterly updates on action plan activities via CRI Update Calls |
|--|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|

## Deliverable 4:

Each CRI Zone and jurisdiction will have at least one representative from their zone or jurisdiction participate in scheduled quarterly conference calls with DHS staff. These conference calls will provide an opportunity for each CRI Zone and jurisdiction to address any challenges or barriers to completing action plans.

| Deliverable Number | Due Date                                                         | Deliverable                                                                                                                                                              |
|--------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 4      | Ongoing – quarterly in<br>September<br>December<br>March<br>June | Each CRI Zone and jurisdiction will have at least one representative from their zone or jurisdiction participate in scheduled quarterly conference calls with DHS staff. |

## Deliverable 5:

Capability 8: Medical Countermeasures Dispensing and Administration MCM

Response Requirements for CRIs:

- Inclusion of lessons learned from COVID-19 response and other events that required D/D/A or MCMs.
- Operational readiness for D/D/A of oral drugs, vaccines, and IV medications.
- Capability for rapid distribution of MCMs to large portion of the population within the MSA, including rural areas.
- Capability to request, accept, process, warehouse, safely store, and distribute/transport deliveries of caches from the SNS, including disposal and decommissioning of MCMs.
- Partnerships with pharmacies, FQHCs, CBOs, health care sector, coalitions, and other jurisdictional partners with capacity for D/D/A.
- Performance of supporting capabilities required to successfully execute large-scale MCM response including but not limited to incident management, emergency risk communication, laboratory response, and volunteer management.

By June 30, each year of the 5-year cooperative agreement, all CRIs will update their dispensing/vaccination clinic (DVC) and points of dispensing (POD) sites in the [POD List Management Tool](#) on the PCA Portal.



| Deliverable Number | Due Date                                               | Deliverable                                                                                                                                                                                                                         |
|--------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 5      | June 30, each year of the 5-year cooperative agreement | Each CRI Zone and jurisdiction will update their dispensing/vaccination clinic (DVC) and points of dispensing (POD) sites in the <a href="#">POD List Management Tool</a> on the PCA Portal, and update the "Date of Annual Review" |

## Deliverables 6 + 7:

### Exercise Objectives:

The CRI exercise schedule will follow the 2024-2029 PHEP Exercise Framework. (Figure 2, Figure 3)

Each CRI will be required to complete Homeland Security Exercise and Evaluation Program (HSEEP) compliant chemical, radiological/nuclear, and administrative discussion-based exercises once each during BP 1-5.

HSEEP compliant biological discussion and functional exercises requiring Medical Countermeasure dispensation will also be required during the five-year budget period. The biological discussion exercise should be completed by all CRIs by June 30, 2025. The State of Wisconsin will lead on organizing and executing the biological functional exercise within the period.

Finally, an HSEEP compliant natural disaster focused series of exercises (discussion, drill, functional, and full-scale) will be completed during BP 1-5. The State of Wisconsin (OPEHC) will serve as/produce the following:

**Exercise Director** Responsible for the strategic oversight and direction on the HSEEP Cycle for an individual exercise.

**Exercise Planning Team Lead** Responsible for the management of the exercise planning team and coordinates with the Exercise Director and senior leaders.

**Exercise Evaluation Guide** Responsible for the development of the Exercise Evaluation Guides (EEGs) used for the exercise.

CRI Exercise Workgroup (CRIEW) members serve as:

**Design and Development (Planning Team)** Responsible for compiling and developing all exercise background and facilitation or control, providing technical or functional expertise for scenario development, developing the simulation construct as applicable, and working with the evaluation and resource/support functions to ensure all exercise design and development needs are met.

Depending on how the group decides to deliver, they may serve (or locate) the facilitator and recruit evaluators to utilize the EEGs in evaluating the TTX.

**BP3 Update:** Following flooding in BP2, Southeast (SE) region CRIs were granted an exercise accommodation by CDC to use this response as the full-scale exercise for the series, and pivot to a corrective action series. Roles and planning will remain as described above for this series. Northwest (NW) region CRIs were not impacted by the flooding and have pivoted to a radiological/nuclear focused exercise series. Both OPEHC and the exercise planning team will remain available to NW CRIs to assist in their planning and execution of this exercise series.

| Deliverable Number | Due Date                              | Deliverable                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 6      | June 30, 2025                         | Completed BP1: Homeland Security Exercise and Evaluation Program (HSEEP) compliant medical countermeasure D/D/A discussion exercise that will lead to a functional exercise (BIO 100 discussion-based exercise)                                                                                                                                                                                                                            |
|                    | By December 31, 2029                  | BP3-5 Complete the following exercises: <ul style="list-style-type: none"> <li>• Chemical discussion-based</li> <li>• Radiological/Nuclear discussion-based</li> <li>• Administrative preparedness discussion-based</li> <li>• Biological MCM functional exercise</li> <li>• Natural Disaster (SE CRIs) or radiological/nuclear (NW CRIs) discussion-based, drill, functional, and full-scale</li> </ul> Optional: Critical contacts drill |
| Deliverable 7      | Within 60 days of exercise completion | Exercise after action reports and improvement plans (AARs) should be uploaded to the PCA Portal within 60 days of completing the exercise                                                                                                                                                                                                                                                                                                  |

The following graphic summarizes the 2024-2028 PHEP Exercise Framework.

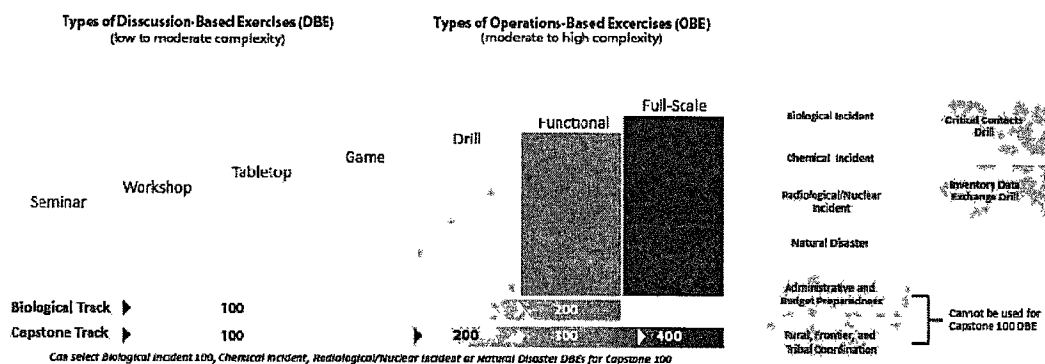


Figure 2

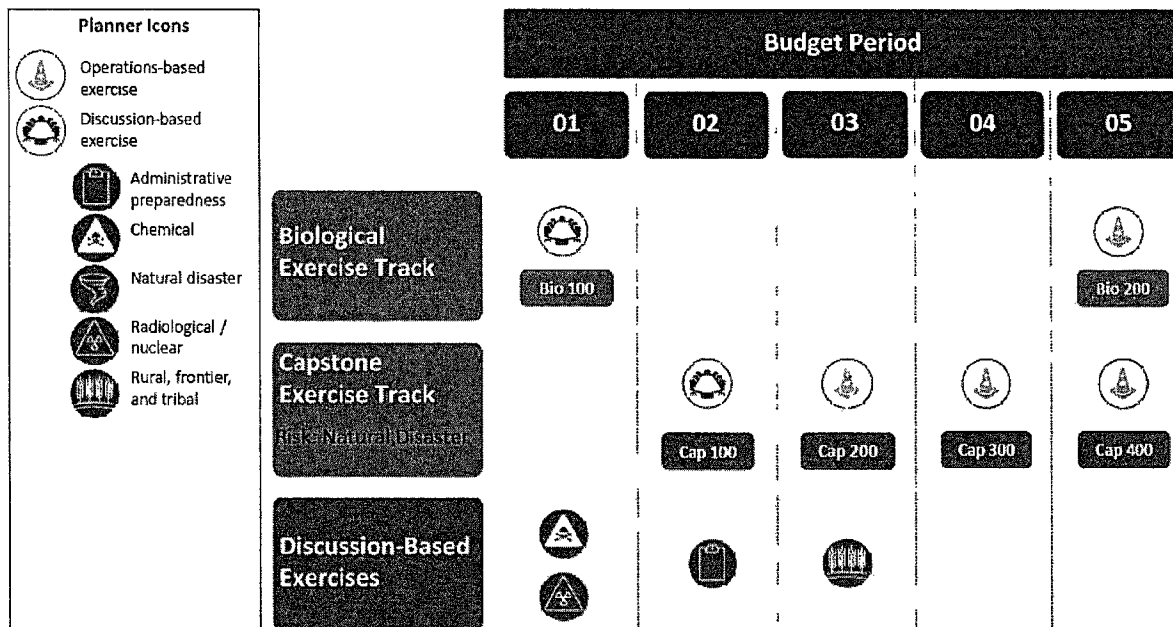


Figure 3: Wisconsin Exercise Timeline

## Deliverable 8 (MSA Border Counties Only)

### Cross-Border Collaboration:

CRI counties bordering MSAs in Minnesota and assigned CRI status accordingly should maintain communication with CRI leads in those states as needed to ensure mutual understanding and cross-border preparedness. They should further collaborate and participate in training opportunities where possible.

| Deliverable Number                          | Due Date | Deliverable                                                                                                                        |
|---------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------|
| Deliverable 8<br>(MSA Border Counties Only) | Ongoing  | Maintain communication with CRI leads in neighboring states; collaborate and participate in training opportunities where possible. |

## PHEP 5-year CRI Grant Deliverable Overview

| Deliverable Number | Due Date                                                                        | Deliverable                      |
|--------------------|---------------------------------------------------------------------------------|----------------------------------|
| Deliverable 1      | By June 30, each year of the 5-year cooperative agreement                       | Submit the CRI proposed budget   |
|                    | By January 15, each year of the 5-year cooperative agreement (beginning in BP3) | Submit mid-year CRI expenditures |

|               |                                                                                                                                      |                                                                                                                                                                                                                 |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | By August 15, each year of the 5-year cooperative agreement                                                                          | Submit final CRI expenditures                                                                                                                                                                                   |
| Deliverable 2 | Ongoing as new staff join                                                                                                            | <u>Subscribe</u> to receive WI DHS <i>Public Health Emergency Preparedness Planning and Response</i> email communications.                                                                                      |
|               | June 30, each year of the 5year cooperative agreement                                                                                | Maintain inventory tracking system                                                                                                                                                                              |
| Deliverable 3 | December 1, 2026                                                                                                                     | Provide DHS with a copy of your CRI Zone and jurisdiction BP2 (2024-2025) action plan                                                                                                                           |
|               | June 3 <sup>rd</sup> each year of the 5year cooperative agreement starting June 3, 2025                                              | Each year provide DHS with an updated copy of your CRI Zone or jurisdictional action plan                                                                                                                       |
|               | Budget Periods 3-5<br>December<br>June                                                                                               | Submit an updated copy of your CRI Zone or jurisdictional action plan to <a href="mailto:DHSPHEP@dhs.wisconsin.gov">DHSPHEP@dhs.wisconsin.gov</a>                                                               |
|               | Budget Period 3 (2026-2027)<br><b>Quarterly dates:</b><br>September 17, 2026<br>December 17, 2026<br>March 18, 2027<br>June 17, 2027 | Provide quarterly updates on action plan activities via CRI Update Calls                                                                                                                                        |
|               | Budget Periods 4-5<br><b>Quarterly dates: (TBD)</b><br>September<br>December<br>March<br>June                                        | Future BPs: Provide quarterly updates on action plan activities via CRI Update Calls                                                                                                                            |
| Deliverable 4 | Ongoing – quarterly in<br>September<br>December<br>March<br>June                                                                     | All CRIs will have at least one representative from their zone or jurisdiction participate in scheduled quarterly conference calls with DHS staff.                                                              |
| Deliverable 5 | June 30, each year of the 5-year cooperative agreement                                                                               | Each CRI Zone and jurisdiction will update their dispensing/vaccination clinic (DVC) and points of dispensing (POD) sites in the <u>POD List Management Tool</u> on the PCA Portal                              |
| Deliverable 6 | June 30, 2025                                                                                                                        | Completed BP1: Homeland Security Exercise and Evaluation Program (HSEEP) compliant medical countermeasure D/D/A discussion exercise that will lead to a functional exercise (BIO 100 discussion-based exercise) |

|                                             |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             | By December 31, 2029                  | <p>BP2-5 Complete the following exercises:</p> <ul style="list-style-type: none"> <li>• Chemical discussion-based</li> <li>• Radiological/Nuclear discussion-based</li> <li>• Administrative preparedness discussion-based</li> <li>• Biological MCM functional exercise</li> <li>• Natural Disaster (SE CRIs) or radiological/nuclear (NW CRIs) discussion-based, drill, functional, and full-scale</li> <li>• Optional: Critical contacts drill</li> </ul> |
| Deliverable 7                               | Within 60 days of exercise completion | Exercise after action reports and improvement plans (AARs) should be uploaded to the PCA Portal within 60 days of completing the exercise                                                                                                                                                                                                                                                                                                                    |
| Deliverable 8<br>(MSA Border Counties Only) | Ongoing                               | Maintain communication with CRI leads in neighboring states; collaborate and participate in training opportunities where possible.                                                                                                                                                                                                                                                                                                                           |



**WISCONSIN DEPARTMENT  
of HEALTH SERVICES**



**Wisconsin Department of Health Services  
Division of Public Health  
for  
Public Health Emergency Preparedness (PHEP) Program  
Cities Readiness Initiative (CRI)**

**I. SCOPE OF WORK (GRANT VIA GEARS)**

**A. OVERVIEW**

|                        |                                                                               |
|------------------------|-------------------------------------------------------------------------------|
| Program:               | Public Health Emergency Preparedness (PHEP) Cities Readiness Initiative (CRI) |
| Period of Performance: | July 1, 2026 to June 30, 2027                                                 |
| GEARS Contract Year:   | 2027                                                                          |
| Profile(s):            | 155190                                                                        |

**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 Public Health Emergency Preparedness (PHEP) Program aims to strengthen the capacity and capability of the public health system to prepare for, respond to, and recover from public health threats and emergencies.

The intent of this funding is to create and maintain an excellent system of public health preparedness at the state and local levels with the continued purpose of strengthening and enhancing the capabilities of state and public health systems to mitigate the loss of life and reduce the threats to community health and safety utilizing the Centers for Disease Control and Prevention's (CDC) Response Readiness Framework and the Public Health Emergency Preparedness and Response Capabilities.

**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.



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The expectation is a minimum of **annual** 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 [DHSPHEP@dhs.wisconsin.gov](mailto:DHSPHEP@dhs.wisconsin.gov) if there are any changes in contact information within ten (10) business days.

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

| Full Name, Email and Phone Number                                                                                      | Role                               |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| David Clerkin,<br><a href="mailto:David.clerkin@dhs.wisconsin.gov">David.clerkin@dhs.wisconsin.gov</a>                 | Program Contact                    |
| Ramona Baldoni-Lake,<br><a href="mailto:Ramona.baldonilake@dhs.wisconsin.gov">Ramona.baldonilake@dhs.wisconsin.gov</a> | Contract Manager                   |
| Jessica Kessler,<br><a href="mailto:Jessica.kessler@dhs.wisconsin.gov">Jessica.kessler@dhs.wisconsin.gov</a>           | Fiscal Contact                     |
| <a href="mailto:DHSPHEP@dhs.wisconsin.gov">DHSPHEP@dhs.wisconsin.gov</a>                                               | Other (specify): Program Inquiries |

**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](mailto:dhs600RCars@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 by **8/15/2027**, which is **45 days** from the end of the contract period.

Failure to follow the GEARS Expense Report(s) and Payment Schedule could result in a dispute(s)



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whereby DHS can delay or deny payment(s). Reference the GEARS Payment Processing Schedule and further guidance on How to Submit GEARS Expenditure Reports.

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

## F. REPORTING REQUIREMENTS

### 1. FINANCIAL REPORTING

Mid-year and final grant expenditures must be reported to DHS through the DPH Application and Reporting Tool (DART). A report of mid-year expenditures (July 1-December 31, 2026) is due **January 15, 2027**, and a report of final expenditures (through June 30, 2027) is due **August 15, 2027**. Please see the Local Preparedness Budget Management page on the PCA Portal for more details and a link to the PHEP Fiscal Report (to be posted by September 30, 2026).

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

**An annual contract deliverable reporting survey** is required on or before the agreement period ends. Grantees are required to quantitatively and qualitatively document program deliverables and provide a written statement through the reports. Grantee will be provided report forms and deadlines from the DHS program area via the PCA Portal.

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

## G. UNALLOWABLE COSTS

### General Restrictions

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.





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- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - Publicity or propaganda purposes, including preparing, distributing, or using any material designed to support or defeat the enactment of legislation before any legislative body.
  - Using the salary or expenses of any grant or contract recipient, or agent acting for such recipient, for any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.
- See additional requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See AR 35 for applicability.
- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of executive level II or \$228,000 per year.
- Funds may not be used to purchase or support (feed) animals for labs, including mice.
- Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from CDC Office of Grants Services.
- Funds may not be used to purchase gift cards.

### **Supplanting**

Recipients may supplement but not supplant existing state or federal funds for activities described in the budget. Federal law prohibits recipients of federal funds from replacing state, local, or agency funds with federal funds. For example, funds may not be used to cover positions and other expenditures already funded by other sources.

### **Personnel Costs**

Recipients may (with prior approval) use funds for overtime for individuals directly associated (listed



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in personnel costs) with the award with prior approval from CDC Office of Grants Services.

**Travel**

Travel or conferences not specific to public health emergency preparedness are not allowed. All travel costs must be reimbursed following State of Wisconsin travel guidelines.

**Lobbying**

Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:

- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.

See AR 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

**Construction and Major Renovations**

Recipients may not use funds for construction or major renovations. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

**Passenger Road Vehicles**

- Funds cannot be used to purchase over-the-road passenger vehicles.
- Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks, and electrical or gas-driven motorized carts.
- Recipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, for example, passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
- Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies, and equipment. There should be a written process for initiating transportation agreements (such as contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
  - Type of vendor
  - Number and type of vehicles, including vehicle load capacity and configuration
  - Number and type of drivers, including certification of drivers
  - Number and type of support personnel
  - Vendor's response time



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- Vendor's ability to maintain cold chain, if necessary to the incident
- This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

**Transportation of Medical Material**

- Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies, and equipment.
- Recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- Recipients may purchase basic (non-motorized) trailers with prior approval from CDC Office of Grants Services.

**Procurement of Food and Clothing**

- Funds may *not* be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
- Purchase of vests (or similar items) that may be used multiple times by numerous individuals and to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food. However, under limited circumstances and with prior approval from OPEHC, funds may be allowed for the purchase of food following current state and federal government guidelines.

**Note:** In the event prior approval has been obtained to purchase food, recipients are required to maintain an agenda and a meal sign-in sheet at the local level for auditing purposes. See 45 CFR 75.432 for additional information.

**Vaccines**

- PHEP recipients can, with prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans.
  - Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.



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- Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.
- Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
  - Persons who meet the criteria in the CDC Advisory Committee on Immunization Practices (CDC/ACIP) recommendations for who should receive vaccine; and
  - Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
    - VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccine purchased from the appropriate funding source.
- PHEP funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by Advisory Committee on Immunization Practices (ACIP) schedules.
- PHEP funds may not be used to purchase influenza vaccines for the general public.

Recipients may not use funds for clinical care except as allowed by law. Per the PHEP Notice of Funding Opportunity, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer medical countermeasures (MCMs), such as antibiotics or vaccines, as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to an emergency response or an exercise to test response plans.

**Laboratory Supplies**

Instruments, reagents, and supplies for the following are not generally purchased with PHEP funding:

- Instruments, reagents, and supplies for testing seasonal influenza;
- Instruments, reagents, and supplies for testing rabies;
- Instruments, reagents, and supplies for routine food testing (surveillance);
- Instruments, reagents, and supplies for testing vaccine preventable diseases (such as measles or mumps);
- Instruments, reagents, and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance);
- Routine drug screening of laboratory staff; and
- Influenza vaccines (for the general public).

**Advertising and Public Relations, Supplies, Meetings, Promotional Items and Memorabilia**

See: Federal Regulation Codes under section 200.421; PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- a) The term "advertising costs" means the costs of advertising media and corollary administrative costs. Advertising media includes magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.
- b) The only allowable advertising costs are those which are solely for:



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- (i) The recruitment of personnel required by the non-federal entity for performance of a federal award (See also §200.463 Recruiting costs).
  - (ii) The procurement of goods and services for the performance of a federal award.
  - (iii) The disposal of scrap or surplus materials acquired in the performance of a federal award except when non-federal entities are reimbursed for disposal costs at a predetermined amount.
  - (iv) Program outreach and other specific purposes necessary to meet the requirements of the federal award.
- c) The term “public relations” includes community relations and means those activities dedicated to maintaining the image of the non-federal entity or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- d) The only allowable public relations costs are:
  - (i) Costs specifically required by the federal award.
  - (ii) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the federal award (these costs are considered necessary as part of the outreach effort for the federal award).
  - (iii) Costs of conducting general liaison efforts with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities, financial matters, etc.
- e) Unallowable advertising and public relations costs include the following:
  - (i) All advertising and public relations costs other than as specified in paragraphs (b) and (d) of this section.
  - (ii) Costs of meetings, conventions, convocations, or other events related to other activities of the entity (see also §200.432 Conferences), including:
    - 1) Costs of displays, demonstrations, and exhibits.
    - 2) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events.
    - 3) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings.
  - (iii) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
  - (iv) Costs of advertising and public relations designed solely to promote the non-federal entity.

Direct all questions regarding eligible expenses to the DHS program area (DHSPHEP@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



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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 from the DHS Contract Administrator for any equipment purchases using state or federal funds that exceed \$10,000 per Uniform Guidance (2 CFR 200.439). Direct all questions regarding budget management or equipment purchases to the DHS program area (DHSPHEP@dhs.wisconsin.gov).

**I. DPH APPLICATION AND REPORTING TOOL (DART)**

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.

**K. ADDITIONAL INFORMATION AND/OR REQUIREMENTS**

**Deadlines/Important Dates**

- January 15, 2027 – Mid-year fiscal report for PHEP BP3 expenses due
- May 15, 2027 – Deadline to submit requests for budget revision for PHEP BP3
- August 15, 2027 – Deadline to submit final GEARS Expense Reports for PHEP BP3
- August 15, 2027 – Final fiscal report for PHEP BP3 expenses due

**L. PROJECT DELIVERABLES**

The Wisconsin Department of Health Services (DHS) has established objectives and deliverables for completion by Cities Readiness Initiative (CRI) jurisdictions during the budget period from July 1, 2024, to June 30, 2029, with a goal of ensuring Wisconsin local and Tribal public health agencies are response ready. These contract deliverables are described in Addendum C.

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

**STATE OF WISCONSIN**

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

|                                                            |                                               |
|------------------------------------------------------------|-----------------------------------------------|
| <b>SIGNATURE</b> – Official Authorized to Sign Application | Date Signed                                   |
| For (Name of Vendor)                                       | Unique Entity Identifier (UEI), if applicable |

## Certificate Of Completion

Envelope Id. 920FE000-30D0-8540-80AC-5F768C937CA8  
Subject MP - Franklin HD - 2026 DPH Consolidated Contract - 435100-G26-DPHCC26-26 M3  
Source Envelope:  
Document Pages. 47 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. 165.225.59.50

## Record Tracking

Status Original  
8/26/2026 11:41:01 AM  
Security Appliance Status. Connected  
Holder: Yvette Smith  
yvettea.smith@dhs.wisconsin.gov  
Pool: StateLocal

Location DocuSign

## Signer Events

Ellen Henry  
EHenry@franklinwi.gov  
Interim Health Officer  
Security Level Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted 8/26/2026 11:43:06 AM  
ID f6b33ab9-b293-4958-b831-66907e3848df

## Signature

## Timestamp

Sent. 8/26/2026 11:42:17 AM  
Viewed: 8/26/2026 11:43:06 AM

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**

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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**

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**Carbon Copy Events**

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GEARS Contracts  
DHSCARSContracts@dhs.wisconsin.gov  
Wisconsin Department of Health Services  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status**

**COPIED**

**Timestamp**

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**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

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**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

8/26/2026 11:42:16 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

#### **How to contact Wisconsin Department of Health Services:**

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

To contact us by email send messages to: [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov)

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

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

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

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

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

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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

| APPROVAL                       | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                              | MEETING DATE<br>09/01/2026 |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Reports and<br>Recommendations | A RESOLUTION AUTHORIZING FRANKLIN<br>DIRECTOR OF HEALTH AND HUMAN<br>SERVICES TO ACCEPT AND EXECUTE THE<br>GRANT AGREEMENT FOR THE<br>TUBERCULOSIS (TB) DISPENSARY PROGRAM | ITEM NUMBER<br>G.I. (b)    |

**Background:** The Wisconsin Department of Health Services (WI DHS) awards grants in a variety of programs to local public health departments. The Franklin Health Department (FHD) maintains an active communicable disease control and prevention program to control the incidence and spread of communicable disease in the State of Wisconsin. Wis. Stat. ch. 252 – Communicable Diseases, outlines the statutory requirements regarding communicable disease control, including reportable diseases of urgent public health importance. Tuberculosis (TB) is a Category I disease in the State of Wisconsin.

The FHD received an updated grant agreement from the State of Wisconsin for the Tuberculosis (TB) Dispensary Program. The grant agreement is a standard purchase order interagency agreement between the State of Wisconsin and the FHD that provides specifics of how the Wisconsin TB Dispensary program works, who is eligible for coverage, what services and medications are allowed, service codes, National Drug Codes (NDC), and Medicaid reimbursement rates as of April 2025.

**Recommendation:** The Director of Health and Human Services recommends approval to accept and authorization to execute and deliver the Grant Agreement for the Tuberculosis (TB) Dispensary Program.

**Fiscal Note:** The WI DHS requires an active grant agreement and contract for continued financial support to the FHD through the Tuberculosis (TB) Dispensary Program.

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

#### COUNCIL ACTION REQUESTED

A Motion to adopt Resolution No. 2026-\_\_\_\_\_, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE GRANT AGREEMENT FOR THE TUBERCULOSIS (TB) DISPENSARY PROGRAM.

Health Department: EH

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*Draft 09/01/2026*

RESOLUTION NO. 2026-\_\_\_\_

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE GRANT AGREEMENT FOR THE TUBERCULOSIS (TB) DISPENSARY PROGRAM.

---

WHEREAS, The City of Franklin Health Department (FHD) maintains an active communicable disease control and prevention program to control the incidence and spread of communicable disease in the State of Wisconsin; and

WHEREAS, the Wisconsin Department of Health Services and the FHD shall enter a standard purchase order interagency agreement for the Tuberculosis (TB) Dispensary Program; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Grant Agreement for the Tuberculosis (TB) Dispensary Program, in the form and content as annexed hereto, be and the same is hereby approved.

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

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

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

APPROVED:

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

ATTEST:

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

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

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G27-TBDISPENSE-25**

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.

Signed by

*Amanda Ross*

Name: Amanda Ross

Title: Paralegal

8/14/2026

Date Signed

**Bureau of Procurement and Contracting**  
**Procurement Authority Review**  
(Not required for CARS/GEARS agreements)

**Submitting division:** DPH

**Division submitter:** Patricia Heger

**Procurement authority:**

- ☐ Request for Bid (provide solicitation#):
- ☐ Request for Proposal (provide solicitation#):
- ☐ Request for Services
- ☐ Waiver (provide waiver#):
- ☐ Simplified Bid
- ☐ Interagency
- ☒ Grant exemption (provide GE#); 31
- ☐ Other (describe):

**Appropriation (if applicable):** 10700





**GRANT AGREEMENT**  
**between the**  
**State of Wisconsin Department of Health Services**  
**and**  
**Franklin Health Department**  
**for**  
**Tuberculosis (TB) Dispensary Program**

DHS Grant Agreement No.: 435100-G27-TBDISPENSE-25

Agreement Amount: Sum Sufficient

Agreement Term Period: 7/1/2026 to 6/30/2027

DHS Division: Public Health

DHS Grant Administrator: Patricia Heger

DHS Telephone: 608-266-9692

DHS Email: patricia.heger@dhs.wisconsin.gov

Grantee Grant Administrator: Ellen Henry

Grantee Email: ehenry@franklinwi.gov

Grantee Unique Entity Identifier (UEI) Name:

Grantee Unique Entity Identifier (UEI) Number:

Grantee Supplier ID: 72072

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

**State of Wisconsin**

**Department of Health Services**

Authorized Representative  
Name

Title

Signature

Date

**Grantee**

Entity Name

Authorized Representative  
Name

Ellen Henry

Title

Interim Health Officer

Signature

Date

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## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**DHS:** Department of Health Services.

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

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

**Protected Health Information (PHI):** health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

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

## 2. ORDER OF PRECEDENCE

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

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

## 3. PARTIES

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

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).  
DHS' principal business address is: 201 E. Washington Ave., P.O. Box 7850, Madison, Wisconsin 53707-7850.
- B. The Grantee is: Franklin Health Department  
The Grantee's principal business address is: 9229 W Loomis Rd, Franklin, WI, 53132

## 4. PURPOSE AND SCOPE

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

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

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

### 4.1 List of Exhibits

- Exhibit 1: Contract Letter 2027
- Exhibit 2: Attachment A- Covered Services by Patient Type
- Exhibit 3: Attachment B- Clinical Services Plan
- Exhibit 4: Attachment C - CPT Service Codes
- Exhibit 5: Attachment D- Video Office visits
- Exhibit 6: Attachment E- Pharmacy Services Plan
- Exhibit 7: Attachment F- Medication Reimbursement rates
- Exhibit 8: Attachment G- TB Dispensary Policy Procedures
- Exhibit 9: Attachment H - Payment Details

## 5. CONTACT INFORMATION

DHS Grant Administrator  
Grant Administrator Name: **Patricia Heger**  
Telephone: **608-266-9692**  
Email: **patricia.heger@dhs.wisconsin.gov**

Grantee Grant Administrator  
Grant Administrator Name: **Ellen Henry**  
Telephone:  
Email: **ehenry@franklinwi.gov**

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

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

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

- A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
- B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
- C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
- D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

## **7. REPORTING**

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

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

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

## 9. AFFIRMATIVE ACTION

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

## 10. CIVIL RIGHTS COMPLIANCE

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

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

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

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

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

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

## 11. WEB CONTENT ACCESSIBILITY GUIDELINES

As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Rehabilitation Act of 1973 (29 U.S.C. § 791 et. seq.), specifically Sections 504 and 508, Section 1557 of the Affordable Care Act (42 U.S.C. § 18116 et. seq.), and the Nondiscrimination in Healthcare Programs and Activities Rule (89 F.R. 37522) published on April 24, 2024, the State of Wisconsin and those receiving federal funding must adhere to the specific Federal requirements therein, ensuring that all web content and mobile applications (apps) created by or for the State of Wisconsin are accessible to people with disabilities. To meet those regulations, the Grantee must adhere to the Web Content Accessibility Guidelines required by the Department of Health Services (DHS)'s advanced (as of September 1, 2026) adoption of regulations for Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act (i.e., WCAG 2.1 AA) in the fulfillment of the Contract.

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

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

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

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

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

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

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

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

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any

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

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

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

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

This Section shall survive the termination of the Agreement.



### 13. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL

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

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

### 14. HIGH-RISK IT REVIEW

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

### 15. SUBGRANT or SUBCONTRACT

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

### 16. GENERAL PROVISIONS

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

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

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin

Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

## 17. ACCOUNTING REQUIREMENTS

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

## 18. CHANGES IN ACCOUNTING PERIOD

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

## 19. PROPERTY MANAGEMENT REQUIREMENTS

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

## 20. AUDITS

- A. *Requirement to Have an Audit:* The Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
  - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
  - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding*: DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
  2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
  3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
  4. Report on compliance for each major program and a report on internal control over compliance.
  5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
  6. \* DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
  7. \*Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
  8. \*Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
  9. \*Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- \*NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to [DHSAuditors@Wisconsin.gov](mailto:DHSAuditors@Wisconsin.gov) with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
  - 1. The auditee did not have an audit.
  - 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
  - 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
  - 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  - 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
  - 1. Requiring modified monitoring and/or reporting provisions;
  - 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
  - 3. Disallowing the cost of audits that do not meet these standards;
  - 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
  - 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
  - 6. Assessing financial sanctions or penalties;
  - 7. Discontinuing contracting with the auditee; and/or
  - 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

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

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

## 21. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice

shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.

- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

## 22. RECORDS

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

## 23. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
  - 1. Increased or decreased volume of services.
  - 2. Changes required by state and federal law or regulations or court action.
  - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel any Agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government or for failure of the Grantee to comply with terms, conditions, and specifications of this Agreement.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.  
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.  
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.  
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.  
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be

compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
  2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
  3. Makes an assignment for the benefit of creditors;
  4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
  5. Incurs a delinquent Wisconsin tax liability;
  6. Fails to submit a non-discrimination or affirmative action plan as required herein;
  7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
  8. Becomes a federally debarred Grantee;
  9. Is excluded from federal procurement and non-procurement Agreements;
  10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
  11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
  12. Grantee performance threatens the health or safety of a state employee or state customer.

## 24. NONCOMPLIANCE AND REMEDIAL MEASURES

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

## 25. DISPUTE RESOLUTION

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

- A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
  1. A brief statement of the issue.
  2. The steps that have been taken to resolve the dispute.
  3. Any suggested resolution by either party.
- B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division

Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

- C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

## **26. FINAL REPORT DATE**

- A. Expenses incurred during the Agreement period but reported later than **60 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

## **27. INDEMNITY**

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

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

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

## **29. GOVERNING LAW**

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

## **30. SEVERABILITY**

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

## **31. ASSIGNMENT**

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

### **32. ANTI-LOBBYING ACT**

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

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

### **33. DEBARMENT OR SUSPENSION**

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

### **34. DRUG FREE WORKPLACE**

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

### **35. MULTIPLE ORIGINALS**

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

### **36. CAPTIONS**

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

### **37. SPECIAL PROVISIONS, IF APPLICABLE**

The following special provisions are required:

Match Requirements:

Funding percentages:

- a. Federal:
- b. State:
- c. Local/Other:



### **38. NULL AND VOID**

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

Tony Evers  
Governor



Kirsten L. Johnson  
Secretary

**State of Wisconsin**  
Department of Health Services

**DIVISION OF PUBLIC HEALTH**

1 WEST WILSON STREET  
PO BOX 2659  
MADISON WI 53701-2659

Telephone 608-266-1251  
Fax: 608-267-2832  
TTY: 711 or 800-947-3529

To: Local Health Officers

From: Pat Heger, Financial Specialist Advanced, Wisconsin Department of Health Services  
(DHS) Tuberculosis Program (WTBP)

Date: July 1, 2026

Re: FY2027 Wisconsin Tuberculosis (TB) Dispensary Contracts

It is time to establish Wisconsin TB Dispensary contracts for fiscal year 2027, which runs from July 1, 2026 through June 30, 2027.

The contract is a standard purchase order interagency agreement between your health department and the State of Wisconsin. The accompanying documents (*Wisconsin Tuberculosis Dispensary Policy and Procedures, with attachments A, B, C, D, E, G and the Treatment Assistance Program Policies and Procedures*) provide the specifics of how the Wisconsin TB Dispensary works, who is eligible for coverage, what services and medications are allowed, service codes, National Drug Codes (NDC), and Medicaid reimbursement rates as of April 2025.

Please follow emailed DocuSign instructions to electronically sign the contract and return to DPH through DocuSign. *Attachment B* (Clinical Services Plan) must be returned, or your contract will not be valid. *Attachment D* (Pharmacy Services Plan) is optional, to be completed and returned for any jurisdiction that will be requesting reimbursement for pharmacy services not ordered through the default Wisconsin TB Dispensary pharmacy.

As always, WTBP staff members are available to answer any questions you may have by phone (608-261-6319) or email (DHSWTBProgram@dhs.wisconsin.gov).

Thank You,

**ATTACHMENT A**  
**Wisconsin TB Dispensary Program**  
**Covered Clinical Services by Patient Type – Fiscal Year 2027**

**NOTE:** Any additional services that exceed allowed number of services MUST have a pre-authorization and are at the discretion of the Wisconsin TB program (WTBP) for reimbursement.

| <b>Type and amount of services covered by the WTBP (for the duration of treatment):</b> |                                                                                                                                                      |                                                                                                        |                                                                                                       |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Service</b>                                                                          | <b>Active Tuberculosis (TB) Disease</b>                                                                                                              | <b>Suspect or contact who is eventually ruled out</b>                                                  | <b>Latent TB Infection (LTBI)</b>                                                                     |
| Laboratory tests**<br>(does not include blood collection)                               | Diagnostic IGRA - 2<br>Liver function* - 1 to 2<br>CBC w/automated differential<br>platelets - 1<br>HIV - 1<br>Serum creatinine - 1<br>Uric acid - 1 | Diagnostic IGRA- 2<br>(1 at baseline, 1 at 8-10 weeks post-exposure)<br>Liver function* - 1<br>HIV - 1 | Diagnostic IGRA- 2<br>Liver function* - 2<br>CBC w/automated differential<br>platelets - 1<br>HIV - 1 |
| Blood specimen collection<br>(venipuncture)                                             | ≤ # of tests performed                                                                                                                               | ≤ # of tests performed                                                                                 | ≤ # of tests performed                                                                                |
| Diagnostic tuberculin skin test<br>(TST, includes placement & reading)                  | 1                                                                                                                                                    | 2<br>(1 at baseline, 1 at 8-10 weeks post-exposure)                                                    | 1                                                                                                     |
| Chest Imaging & interpretation<br>(CT or 2-view chest X-ray recommended for diagnosis)  | 3                                                                                                                                                    | 2                                                                                                      | 1                                                                                                     |
| Medical evaluation by MD                                                                | 4 total<br>[1 new (diagnostic)]<br>[3 established (follow-up)]                                                                                       | 2 total<br>[1 new (diagnostic)]<br>[1 established (follow-up)]                                         | 2 total<br>[1 new (diagnostic)]<br>[1 established (follow-up)]                                        |
| Sputum collection                                                                       | Various***                                                                                                                                           | 3                                                                                                      | 3                                                                                                     |
| <b>DOT and Nurse Services Codes</b>                                                     |                                                                                                                                                      |                                                                                                        |                                                                                                       |
| Targeted Case Management<br>(TCM)                                                       | Service code T1017<br>TCM includes DOT/VDOT, patient education, and symptom treatment and monitoring for adverse drug reactions                      |                                                                                                        |                                                                                                       |
| Patient education/<br>Anticipatory guidance                                             | Service code S9445<br>(Without DOT)                                                                                                                  |                                                                                                        |                                                                                                       |
| Travel for DOT                                                                          | Service code T0001<br>45 to 60 minutes per day, round trip                                                                                           |                                                                                                        |                                                                                                       |

\* "Liver function" includes a single ALT, AST, or total bilirubin, if more than one liver function test is performed, please use hepatic function panel [service code 80076], which includes all three tests Hepatic function panel can be substituted with the combination of a complete metabolic panel and total bilirubin test

\*\* Whenever possible, use the fee-exempt testing (HIV and liver function test) performed by the Wisconsin State Laboratory of Hygiene (WSLH) Testing performed by laboratories other than WSLH will be covered at the Medicaid-allowable rate

\*\*\* While the patient is still in isolation, only one sputum should be obtained weekly until the smear result is negative. After the initial negative sputum two more sputum samples should be collected to verify the negative result. Repeat this until all three sputum samples are smear negative After all three have become negative, continue to collect a set of three sputum samples each month until the patient completes treatment, achieves culture conversion, or can no longer produce sputum.



## Use of Targeted Case Management (TCM) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

### General

- **TCM and Nurse Service Codes:** TCM intrinsically includes patient education, anticipatory guidance, DOT/VDOT, and symptom/treatment monitoring. Additionally, as in previous years, service codes for "Patient Education/Anticipatory Guidance (S9445)" and "Targeted Case Management (T1017-15 to T1017-60)" should not be billed together on the same day. Therefore, the "Targeted Case Management (T1017)" service code should not be billed on the same day as "Patient education/Anticipatory guidance". **Use only one TCM or nurse service code per patient per day.**
- **Video DOT:** Please use the "Targeted Case Management (T1017)" service code for video DOT (VTCM). VTCM should be billed for no longer than 15 minutes per appointment.
- **TCM in Office or Clinic:** Please bill no more than 30 minutes for DOT performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by DOT).
- **Services in the Home:** For home visits, only 60 minutes of services (i.e., DOT, symptom/treatment monitoring, patient education/anticipatory guidance) may be billed per patient per day. The 60-minute cap does not include travel time, see below for travel code (T-0001) information.
- **Venipuncture:** Service codes T1017 and S9445 should not be used for venipuncture services. Please use service code: 36415 (Blood collection, venous by venipuncture).

### LTHD Travel for TCM

- A new service code "Travel for TCM (T0001)" has been created for travel time  $\geq 45$  minutes (e.g., time in your car) associated with DOT and nurse services. This code is meant to be used in combination with the TCM and Patient education/Anticipatory guidance codes. Reimbursed rates are shown below:

| Service Code | Amount of travel time<br>(round trip) | Reimbursement rate |
|--------------|---------------------------------------|--------------------|
| T0001-45     | 45                                    | \$28.20            |
| T0001-60     | 60                                    | \$37.60            |

- The travel service code (T0001) is intended for travel time (e.g., driving) of  $\geq 45$  minutes, round trip. Travel time of less than 45 minutes is not reimbursable.
- Bill for time spent on TCM and Patient education/Anticipatory guidance separate from time spent for travel



## ATTACHMENT B Wisconsin TB Dispensary Program

### Tuberculosis (TB) Clinical Services Plan (CSP) FY2026-2027

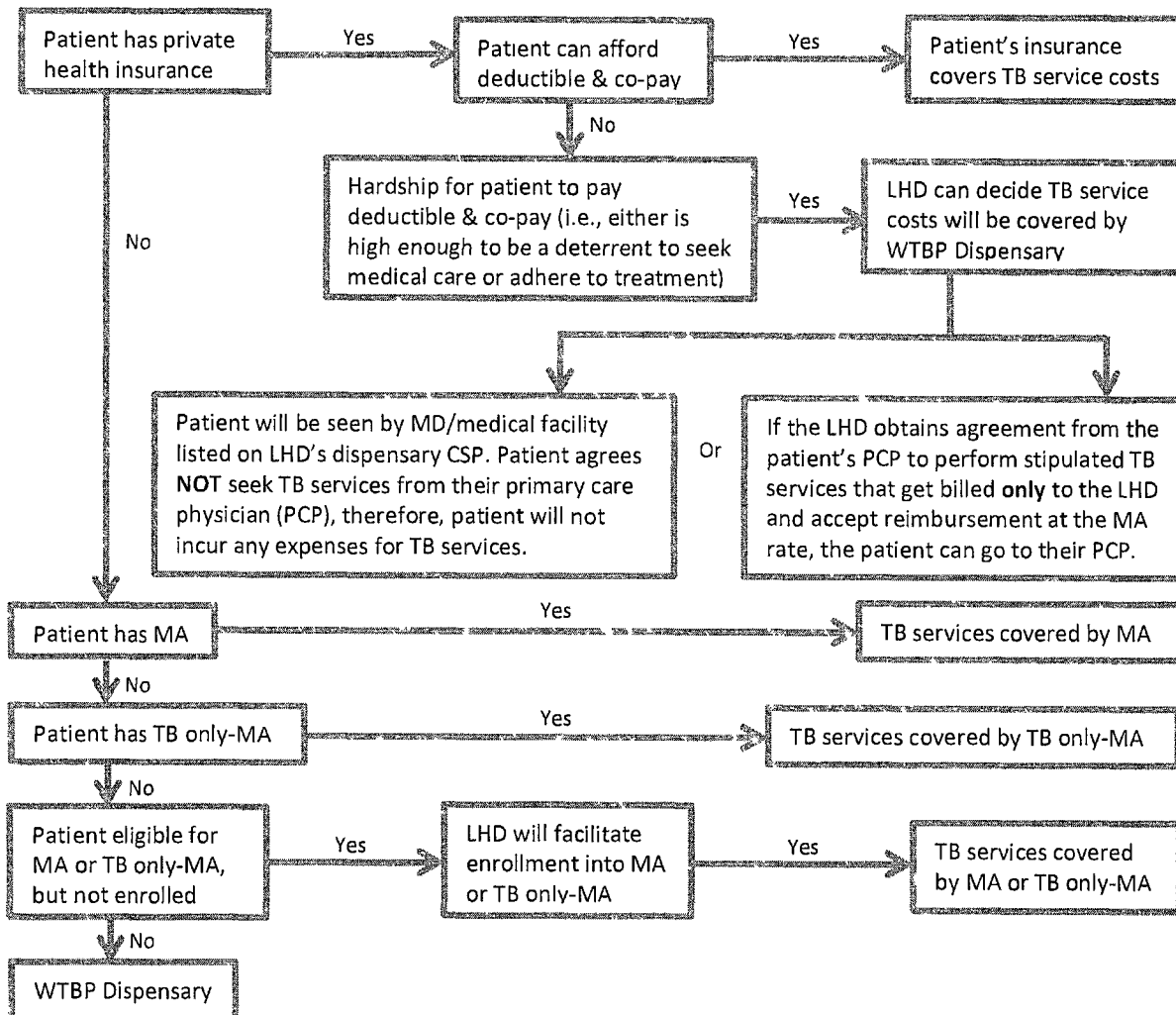
#### Purpose

The purpose of the Clinical Services Plan is to provide a framework for local health departments to describe and document clinical services that will be provided through the Wisconsin Tuberculosis (TB) Dispensary Program. To participate in the Wisconsin TB Dispensary Program, the local health department must agree to provide a financial assessment for each patient, identify populations that are at risk for tuberculosis within their jurisdiction, provide documentation of services provided or arranged and patient results, and provide or assure clinical assessments, diagnostic and follow-up testing and patient management as described in Table 1. Please note that patients treated for active TB disease should receive medications through the Wisconsin TB Dispensary Program or the locally contracted pharmacy, to better coordinate outpatient TB treatment. The Financial Assessment below should still be completed and other payors identified, if available.

#### Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the services billed to the health department will be reimbursed at the Medicaid (MA) rate.

#### Determining dispensary eligibility for all TB patients



## ATTACHMENT B Wisconsin TB Dispensary Program

### Not Covered by the Wisconsin TB Dispensary Program

- **Persons with Private or Public Insurance**  
All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued.
- **Hospitalizations**  
The TB Dispensary **cannot** pay for any hospitalizations. This includes emergency room and urgent care visits. If the patient is eligible for TB dispensary services, coverage will begin **after** discharge from hospital. Hospital costs are billed to the patient, the patient's insurance, or the facility absorbs the cost. If considering the patient for dispensary covered services, assess the patient for health insurance and dispensary eligibility, as outlined above, before patient is discharged.
- **Employee, Admission or Incarceration Testing**  
Dispensary funds are **not applicable** for TB screening or testing done for employment, school, residential admittance, or incarceration. Facilities or persons requiring TB tests are obligated to bear the cost of those screenings.
- **TB Class B Status Refugees**  
Refugees receive short-term health insurance called Refugee Medical Assistance (RMA) for the first eight months in the US. These individuals are not eligible for the Wisconsin TB Dispensary Program.

### At-risk Persons

TB services are covered by the WTBP Dispensary for persons **at risk** of having TB infection or disease and insufficient, or no health insurance. Risk factors for TB infection in Wisconsin include the following:

- Birth, travel or residence in a country with high TB prevalence (includes any country other than the United States, Canada, Australia, New Zealand, or a country in western or northern Europe).
- Close contact to someone with infectious TB disease during lifetime, with priority to immune compromised individuals and children under the age of 5 years.
- Individuals with recent TB symptoms: persistent cough lasting three or more weeks and one or more of the following symptoms: coughing up blood, fever, chills, night sweats, unexplained weight loss or fatigue.
- Current or planned immunosuppression including receipt of an organ transplant, treatment with a TNF-alpha antagonist (e.g., infliximab, etanercept, or other), chronic steroids (equivalent of prednisone  $\geq 15$  mg/day for  $\leq 1$  month), or other immunosuppressive medication in combination with a risk for infection
- Individuals who are likely to be infected and HIV-positive.
- Those who have been referred to the LHD after a positive TST or IGRA test, abnormal chest imaging consistent with TB disease or other medical condition(s) suggestive of active TB.

In addition to those listed above, individuals considered at "high risk" for TB within this jurisdiction include:

☐ No additional high risk groups.

## **ATTACHMENT B**

### **Wisconsin TB Dispensary Program**

#### **Documentation**

Records of all TB services provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department dispensary. For reimbursement for TB-related medical services, local and Tribal health departments (LTHDs) shall use the TB Ordering and Billing Interface (TOBI).

The LTHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management. All patients covered by the dispensary must have a TB-related disease incident number in WEDSS associated with one of the following services:

- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class A or B
- Tuberculosis, Latent Infection
- Contact Investigations

#### **Forms for Documentation of Treatment**

The final results of TB or LTBI treatment must be documented so the patient and future health care providers have a permanent record of this treatment. If the LTHD does not have access to WEDSS, or a doctor completed the treatment, the following forms can be used to document treatment completion:

- Active TB Disease Follow-up Report form (F-02474)
- Latent Tuberculosis Infection (LTBI) Follow-up Report (F-44125)

#### **Instructions for Documenting LTBI in WEDSS**

Instructions for documenting LTBI in WEDSS can be found here: [P-02426: Documenting LTBI in WEDSS](#)

#### **Clinical Assessments**

All clients and patients referred or presenting themselves for TB services will be assessed according to LTHD policies, procedures and practices. Care provided, or arranged for, will be performed according to statutes, rules, guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

#### **Agreements**

The LTHD must have established agreements with providers for clinical services to ensure that proper MA billing practices are in place. Services provided or arranged by the LTHD should be documented in Table 1, below. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

- Providers understand and agree to provide services in a timely manner to patients with infectious TB, or those being evaluated for infectious TB using proper respiratory precautions.
- Providers understand and have agreed that they will be reimbursed at the MA rate.
- Providers understand and agree that services not listed on the service grid (*Attachment A*) must be pre-authorized by the WTBP Director or Nurse Consultant.
- Services provided without pre-authorization will not be reimbursed.
- A simple form identifying the patient as a Health Department referral identifying the Health Department as responsible for payment at Medicaid rates. Include Attachments A and C for the Medical Professionals reference.

## ATTACHMENT B

### Wisconsin TB Dispensary Program

**Table 1. Services Provided or Arranged by the Local Health Department**

| Type of services                                                                                                                                                                                                        | Provider | Verbal or written |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------|
| IGRA (interferon gamma release assay) testing or Tuberculin skin testing (TST)                                                                                                                                          |          |                   |
| Risk assessment and medical evaluation by physician or nurse                                                                                                                                                            |          |                   |
| Provider will prescribe drugs for treatment of TB and LTBI                                                                                                                                                              |          |                   |
| Chest Imaging: Chest X-ray (CXR) or computerized tomography (CT) scan                                                                                                                                                   |          |                   |
| Sputum collection or induction for acid-fast bacilli smear and culture                                                                                                                                                  |          |                   |
| Venipunctures for IGRA or other laboratory testing                                                                                                                                                                      |          |                   |
| Health care setting(s) that allow for evaluation and care of patients with potentially infectious TB, including airborne infection isolation rooms and respiratory precautions (for inpatient and outpatient settings). |          |                   |
| Directly Observed Therapy (DOT) for active tuberculosis disease and the isoniazid and rifapentine (3HP) regimen for latent TB infection. DOT includes patient education and symptom check for adverse drug reactions.   |          |                   |
| TB contact investigations                                                                                                                                                                                               |          |                   |
| Optional - Other service (describe):                                                                                                                                                                                    |          |                   |
| Optional - Other service (describe):                                                                                                                                                                                    |          |                   |
| Optional - Other service (describe):                                                                                                                                                                                    |          |                   |





**ATTACHMENT C**  
**Wisconsin Tuberculosis Dispensary Program**  
**CPT Codes and Reimbursement Rates for Allowable Clinical Services,**  
**Targeted Case Management (TCM) and Nurse Service Codes, Fiscal year 2027**

**NOTE:** Please see Attachment A for allowed number of services; any additional services require pre-authorization and are at the discretion of the WI TB Program for reimbursement. TB Program rates may change subject to Medicaid rates throughout the year.

| Service code | Service                                                               | Dispensary definitions for billing<br>(May not apply to MA billing)                                                                            | Charge   |
|--------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 36415        | Blood collection, venous by venipuncture                              | For IGRA, LFT, HIV, HA1C, serum creatinine, and uric acid                                                                                      | \$7.06   |
| 71046        | X-Ray Exam, Chest, 2 Views (use code series 71045 for one view X-Ray) | Imaging and interpretation; the CDC and WI TB program recommend a two-view X-Ray (rather than a one-view X-Ray) for proper diagnostic purposes | \$23.52  |
| 71046-PC     | X-Ray Exam, Chest, 2 Views - interpretation only                      | Professional interpretation only                                                                                                               | \$8.53   |
| 71046-TC     | X-Ray Exam, Chest, 2 Views - technical only                           | Imaging only                                                                                                                                   | \$14.98  |
| 71270        | CT Thorax Dx C-/C+                                                    | Includes with and w/o dye (71270-TC & 71270-PC also available)                                                                                 | \$366.10 |
| 76497        | CT Scan CAD add on                                                    | Allowable in conjunction with CT scan only                                                                                                     | \$24.63  |
| 85025        | Complete CBC with automated differential                              | Does not include blood draw                                                                                                                    | \$7.77   |
| 80076        | Hepatic function panel                                                | Use this code if requesting any amount more than one liver function test                                                                       | \$8.17   |
| 84450**      | AST                                                                   | Part of "Liver Function" test - does not include blood draw                                                                                    | \$5.18   |
| 84460**      | ALT                                                                   | Part of "Liver Function" test - does not include blood draw                                                                                    | \$5.30   |
| 82247        | Total bilirubin                                                       | Part of "Liver Function" test - does not include blood draw                                                                                    | \$5.02   |
| 82565        | Assay of creatinine                                                   | Does not include blood draw                                                                                                                    | \$5.12   |
| 84550        | Assay of Blood/Uric acid                                              | Does not include blood draw                                                                                                                    | \$4.52   |
| 83036        | HA1C (Glycosylated Hemoglobin Test)                                   | Does not include blood draw                                                                                                                    | \$9.71   |
| 86480        | IGRA: Quantiferon™                                                    | Does not include blood draw                                                                                                                    | \$61.98  |
| 86481        | IGRA: T-Spot™ (through Quest Diagnostics Lab)                         | Does not include blood draw                                                                                                                    | \$87.22  |
| 86580        | TB skin test                                                          | Placement and reading = one service                                                                                                            | \$6.13   |
| 86703**      | HIV-1 AND HIV-2 1 result antibody assay                               | Does not include blood draw                                                                                                                    | \$13.71  |
| 89220        | Sputum induction, with aerosol                                        |                                                                                                                                                | \$14.40  |
| TB101        | Sputum obtained in home or clinic by staff                            | Weekday drop-off/pick-up = one service<br>Drop-off Friday/pick-up Monday = one service                                                         | \$10.82  |
| 43755*       | Gastric aspirate                                                      | For children, pre-authorization is required for adults                                                                                         | \$41.44  |
| 98004        | Audio-Video Medical Visit-Established                                 | Video visit with MD Straightforward (SF) 10 min                                                                                                | \$29.33  |
| 98005        | Audio-Video Medical Visit-Established                                 | Video visit with MD Low 20 min                                                                                                                 | \$51.32  |
| 99202        | Office visit with MD, NEW PATIENT                                     | Office O/P New SF 15-29 min                                                                                                                    | \$48.35  |
| 99203        | Office visit with MD, NEW PATIENT                                     | Office O/P New Low 30-44 min                                                                                                                   | \$74.38  |
| 99204        | Office visit with MD, NEW PATIENT                                     | Office O/P New Mod 45-59 min                                                                                                                   | \$110.94 |
| 99205        | Office visit with MD, NEW PATIENT                                     | Office O/P New HI 60+ Min                                                                                                                      | \$146.41 |
| 99212        | Office visit with MD, ESTABLISHED patient                             | Office O/P EST SF 10-19 min                                                                                                                    | \$37.79  |
| 99213        | Office visit with MD, ESTABLISHED patient                             | Office O/P EST LOW 20-29 min                                                                                                                   | \$60.42  |
| 99214        | Office visit with MD, ESTABLISHED patient                             | Office O/P EST Mod 30- 39 min                                                                                                                  | \$85.58  |
| 99215        | Office visit with MD, ESTABLISHED patient                             | Office O/P EST HI 40+ min                                                                                                                      | \$119.97 |
| 84311*       | Spectrophotometry (Adenosine deaminase)                               | Pre-authorization is required unless pleural TB is diagnosed                                                                                   | \$8.10   |
| 62270*       | DX LMBR SPI PNXR (CSF)                                                | Pre-authorization is required unless TB meningitis is suspected                                                                                | \$154.36 |

Continued on page 2.

| Public health nurse services limited to 60 minutes per day cumulative |                                                                     |                                                                                                                                                                                                                                                                                                                                       |         |
|-----------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| T1017                                                                 | Targeted case management – T1017-15 (use for VDOT also-15 min only) | Targeted Case Management has replaced directly observed therapy (DOT) and video DOT (15 min only):<br>TCM/VTCM includes observing patient while they are taking their medication(s), patient education and symptom check for adverse drug reactions. Must be performed by RN or trained TCM worker who is health department employee. | \$11.98 |
|                                                                       | Targeted case management - T1017-30                                 |                                                                                                                                                                                                                                                                                                                                       | \$23.96 |
|                                                                       | Targeted case management - T1017-45                                 |                                                                                                                                                                                                                                                                                                                                       | \$35.94 |
|                                                                       | Targeted case management - T1017-60                                 |                                                                                                                                                                                                                                                                                                                                       | \$47.92 |
| S9445***                                                              | Patient education/anticipatory guidance - S9445-15                  | Visits to encourage adherence, talk about TB disease or LTBI, diagnostic testing, treatment options, benefits of adherence to treatment and/or follow-up care. May not be combined with TCM code.                                                                                                                                     | \$9.48  |
|                                                                       | Patient education/anticipatory guidance - S9445-30                  |                                                                                                                                                                                                                                                                                                                                       | \$18.97 |
|                                                                       | Patient education/anticipatory guidance - S9445-45                  |                                                                                                                                                                                                                                                                                                                                       | \$28.46 |
|                                                                       | Patient education/anticipatory guidance - S9445-60                  |                                                                                                                                                                                                                                                                                                                                       | \$37.95 |
| T-0001***                                                             | Travel for TCM 45 min- T0001-45                                     | Travel time (round trip) ≥ 45 minutes for the purpose of TCM                                                                                                                                                                                                                                                                          | \$28.20 |
|                                                                       | Travel for TCM 60 min- T0001-60                                     |                                                                                                                                                                                                                                                                                                                                       | \$37.60 |

\*Pre-authorization must be obtained from the Wisconsin TB Program for any services to be reimbursed, unless otherwise noted.

\*\*Whenever possible, use the fee-exempt testing done by the Wisconsin State Laboratory of Hygiene (WSLH) Testing done other than at the WSLH will be covered at the MA-allowable rate

\*\*\*Please see Attachment A for further guidance on use of TCM (T1017) Patient education/anticipatory guidance (S9445), and Travel for TCM (T-0001) codes

## Use of Targeted Case Management (TCM) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

### General

- TCM services intrinsically include patient education, anticipatory guidance and symptom/treatment monitoring, as well as directly observed therapy (DOT) services. Therefore, the “Targeted Case Management (T1017)” service code should not be billed concurrently with the “Patient education/Anticipatory guidance (S9445)” code.
- **Video DOT:** Please use the “Targeted Case Management (T1017)” service code for video DOT (VDOT). VDOT should be billed for no longer than 15 minutes per appointment.
- Please bill no more than 30 minutes for TCM performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by TCM).
- For home visits, only 60 minutes of services (i.e., TCM, patient education/anticipatory guidance) may be billed per patient per day. The 60-minute cap does not include travel time, see below for travel code (T-0001) information.
- As in previous years, service codes for “Targeted Case Management” and “Patient education/Anticipatory guidance (S9445)” should not be billed together on the same day.
- Service codes T1017 and S9445 should not be billed for venipuncture services. Please use service code. 36415 (Blood collection, venous by venipuncture).

### LHD Travel for TCM

- A new service code “Travel for TCM (T0001)” has been created for travel time ≥ 45 minutes (e.g., time in your car) associated with TCM and nurse services. This code is meant to be used in combination with the TCM, and Patient education/Anticipatory guidance codes. Reimbursed rates are shown below:

| Service Code | Amount of travel time (round trip) | Reimbursement rate |
|--------------|------------------------------------|--------------------|
| DOT T0001-45 | 45                                 | \$28.20            |
| DOT T0001-60 | 60                                 | \$37.60            |

- Bill for time spent on TCM and Patient education/Anticipatory guidance separate from time spent for travel.
- The travel service code (T0001) is intended for travel time (e.g., driving) of ≥45 minutes, round trip. Travel time of less than 45 minutes is not reimbursable.



Wisconsin  
Department of Health Services

Division of Public Health / (04/2026)

## Synchronous Audio-Video Medical Visits

| CPT Code | Rate (\$) | Description                                                                                |
|----------|-----------|--------------------------------------------------------------------------------------------|
| 98000    | 38.00     | Synchronous Audio-Video Medical Visit NEW<br>Straightforward (SF) 15 minutes               |
| 98001    | 62.44     | Synchronous Audio-Video Medical Visit NEW Low 30<br>minutes                                |
| 98002    | 99.59     | Synchronous Audio-Video Medical Visit NEW Moderate<br>(Mod) 45 minutes                     |
| 98003    | 132.12    | Synchronous Audio-Video Medical Visit NEW High 60<br>minutes                               |
| 98004    | 29.33     | Synchronous Audio-Video Medical Visit ESTABLISHED<br>(EST) Straightforward (SF) 10 minutes |
| 98005    | 51.32     | Synchronous Audio-Video Medical Visit ESTABLISHED<br>(EST) Low 20 minutes                  |
| 98006    | 75.31     | Synchronous Audio-Video Medical Visit ESTABLISHED<br>(EST) Moderate (Mod) 30 minutes       |
| 98007    | 100.08    | Synchronous Audio-Video Medical Visit ESTABLISHED<br>(EST) High 40 minutes                 |
| 98008    | 36.16     | Synchronous Audio only Medical Visit NEW Straightforward<br>(SF) 15 minutes                |
| 98009    | 59.76     | Synchronous Audio only Medical Visit NEW Low 30<br>minutes                                 |
| 98010    | 92.52     | Synchronous Audio only Medical Visit NEW Moderate<br>(Mod) 45 minutes                      |
| 98011    | 120.75    | Synchronous Audio only Medical Visit NEW High 60<br>minutes                                |
| 98012    | 26.82     | Synchronous Audio only Medical Visit ESTABLISHED (EST)<br>Straightforward (SF) 10 minutes  |
| 98013    | 46.95     | Synchronous Audio only Medical Visit ESTABLISHED (EST)<br>Low 20 minutes                   |
| 98014    | 68.17     | Synchronous Audio only Medical Visit ESTABLISHED (EST)<br>Moderate (Mod) 30 minutes        |
| 98015    | 99.34     | Synchronous Audio only Medical Visit ESTABLISHED (EST)<br>High 40 minutes                  |

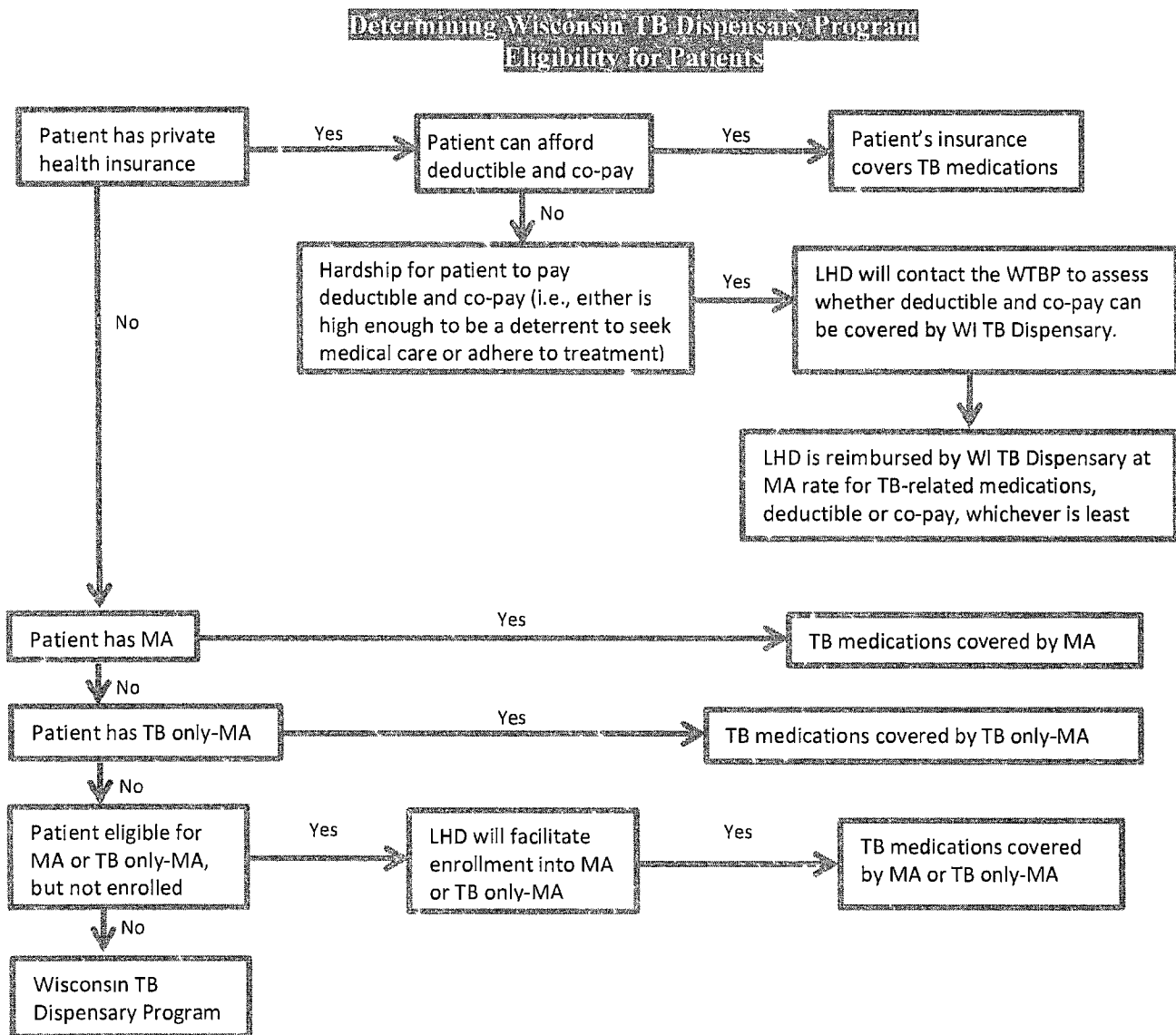
# **ATTACHMENT D** **Wisconsin TB Dispensary Program** **Tuberculosis (TB) Pharmacy Services Plan** **FY2027**

## **Purpose**

If the LHD is not using the Wisconsin TB Dispensary default pharmacy, the LHD will pay for pharmacy services up front. The LHD must complete this Pharmacy Services Plan annually to be reimbursed for TB-related medications. To participate in the Wisconsin TB Dispensary Program, the local health department (LHD) must agree to provide a financial assessment for each patient. LHDs must make agreements with pharmacies for provision of medications for treatment of TB and latent tuberculosis infection (LTBI) described in Table 1.

## **Financial Assessment**

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the medications billed to the health department will be reimbursed at the Medicaid (MA) rate.



**ATTACHMENT D**  
**Wisconsin TB Dispensary Program**

**Covered Medications**

The Wisconsin TB Dispensary covers the following antituberculosis medications:

- Isoniazid
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Pyrazinamide
- Ethambutol (Myambutol)
- Rifater and Rifamate® (combination)

The following second line antituberculosis drugs for drug-resistant tuberculosis are also covered:

- Amikacin
- Capreomycin (Capastat®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Rifabutin
- Streptomycin
- Bedaquiline (Sirturo®)
- Pretomanid

Custom compound prescription drugs, including pediatric formulations, are also covered.

Dispensing and shipping fees are also covered.

Under special circumstances, payment authorization is occasionally given for medications not listed above. Such authorization must be obtained in advance from the WTBP.

The following medications may also be covered **with prior authorization** from the WTBP:

- Anti-nausea prescription medications while taking TB medications.
- Vitamin B6 (pyridoxine) when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months, 600 IU (15 mcg) for children and adults.
- Nutritional supplements such as Ensure®.

**Ordering, Receiving and Billing for Medications**

- Requests for medication may be placed using the Tuberculosis Disease Initial Request for Medication (F-44000), Tuberculosis Infection Initial Request for Medication (F-00905) or Medication Refill Request (F-44126) forms. These forms are available on the WTBP website. Upload the completed form to WEDSS or fax the form to WTBP.

Please note the Tuberculosis Disease Initial Request for Medication (F-44000) form should be used to document medication orders for all clients treated for active disease, regardless of whether the Wisconsin TB Dispensary Program is providing financial support for medications or treatment.

## **ATTACHMENT D**

### **Wisconsin TB Dispensary Program**

- Instructions for ordering medications for active TB disease or LTBI can be found here:
  - Ordering Active Tuberculosis Medications through the Wisconsin TB Dispensary Program (P-02404A)
  - Ordering Latent Tuberculosis Infection Medications through the Wisconsin TB Dispensary Program (P-02404)
- The pharmacy must fill with generic medications if available.
  - The exception is if the brand-name medication is less expensive than the generic.
  - If the least expensive medication option is not currently available, the pharmacy may fill a maximum 30-day supply using the more expensive option.
- The pharmacy must deliver medications to the LHDs or health care provider, not directly to the patient.
- The pharmacy must bill any prescription insurance first. The WI TB Dispensary Program will then cover any out-of-pocket costs, up to the Medicaid rate for that drug.
- The pharmacy must bill the LHDs for TB-related drugs at the Medicaid rate.

#### **Information about Medications (for patients)**

Drug information and instructions for patients will accompany any medications from Aurora Pharmacy. This information is available in English (default), Spanish and other languages. Please inquire at WTBP if your patient needs drug information in a language other than English.

#### **Documentation**

Records of all TB medications provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department. For reimbursement for TB-related medications, LHDs shall use the TB Ordering and Billing Interface (TOBI).

All patients covered by the WI TB Dispensary Program must have a TB-related incident number in WEDSS associated with one of the following services:

- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class A or B
- Tuberculosis, Latent Infection
- Contact Investigations

#### **Forms for Documentation of Treatment**

The final results of TB or LTBI treatment should be documented so the patient and future health care providers have a permanent record of this treatment. Both WEDSS and the following forms can be used for documentation:

- Active TB Disease Follow-up Report form (F-02474)
- Latent Tuberculosis Infection (LTBI) Follow-up Report (F-44125)

#### **Instructions for Documenting LTBI in WEDSS**

Instructions for documenting LTBI in WEDSS can be found here: P-02426: Documenting LTBI in WEDSS

#### **Provision of Medications for the treatment of active TB or latent TB infection (LTBI)**

The pharmacy will dispense TB-related medications to clinics or local health departments (LHDs) as authorized by the WTBP. Treatment regimens and administration of drugs will follow guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

#### **Agreements with Pharmacies other than the default Wisconsin TB Dispensary Program Pharmacy**

The LHD understands that they will pay for pharmacy services up front. The LHD must have established agreements with pharmacies to ensure that proper MA billing practices are in place. Written agreements or a memorandum of

**ATTACHMENT D**  
**Wisconsin TB Dispensary Program**

understanding (MOU) are encouraged and should include the following:

- Pharmacies understand and have agreed that they will bill the LHD and be reimbursed at the MA rate.
- Pharmacies and providers understand and agree that all medications that will ultimately be paid for by the WI TB Dispensary Program (see Attachment E) must be approved by WTBP.
- Medications provided without approval from WTBP will not be reimbursed.

**Active medications not filled through the Wisconsin TB Dispensary Program Dispensary should still be documented on the TB Disease Initial Request for Medication, F-44000 and reviewed by the Wisconsin Tuberculosis Program at the time of the first fill.**

**Table 1.**

| Type of services                                                                                   | Provider | Verbal or written agreement |
|----------------------------------------------------------------------------------------------------|----------|-----------------------------|
| Provision, dispensing, and delivery of medications for the treatment of active TB disease          |          |                             |
| Provision, dispensing, and delivery of medications for the treatment of latent TB infection (LTBI) |          |                             |



**ATTACHMENT E**  
**Wisconsin Tuberculosis Dispensary Program**  
**NDC Numbers and reimbursement rates for TB medications for Fiscal year 2027**

| NDC Number  | Description                         | Package Quantity | Maximum Reimbursement Rate* |
|-------------|-------------------------------------|------------------|-----------------------------|
| 00591554301 | Allopurinol 100 mg tablet           | 100              | \$3.48                      |
| 42806010201 | Ethambutol HCL 400 mg tablet        | 100              | \$45.00                     |
| 00555006602 | Isoniazid 100 mg tablet             | 100              | \$163.21                    |
| 00555007101 | Isoniazid 300 mg tablet             | 30               | \$96.88                     |
| 00555007102 | Isoniazid 300 mg tablet             | 100              | \$322.95                    |
| 55111028050 | Levofloxacin 500 mg tablet          | 50               | \$7.09                      |
| 65862053820 | Levofloxacin 750 mg tablet          | 20               | \$5.51                      |
| 67877041920 | Linezolid 600 mg tablet             | 20               | \$27.35                     |
| 24979004113 | Megestrol 625 MG/5 ML suspension    | 150              | \$173.94                    |
| 00093220401 | Metoclopramide 5 mg tablet          | 100              | \$4.07                      |
| 00093220301 | Metoclopramide 10 mg tablet         | 100              | \$4.81                      |
| 65862060330 | Moxifloxacin HCL 400 mg tablet      | 30               | \$49.03                     |
| 60505006500 | Omeprazole DR 20 mg capsule         | 30               | \$0.86                      |
| 68462015713 | Ondansetron ODT 4 mg tablet         | 30               | \$4.00                      |
| 00054474225 | Prednisone 2.5 mg tablet            | 100              | \$6.71                      |
| 00088210224 | Priftin (rifapentine) 150 mg tablet | 24               | \$115.99                    |
| 70954048410 | Pyrazinamide 500 mg tablet          | 60               | \$89.40                     |
| 59762135001 | Rifabutin 150 mg capsule            | 100              | \$960.09                    |
| 00068059701 | Rifadin IV 600 mg vial              | 1                | \$178.56                    |
| 42806080130 | Rifampin 150 mg capsule             | 30               | \$18.05                     |
| 42806079960 | Rifampin 300 mg capsule             | 60               | \$41.53                     |
| 68180065906 | Rifampin 300 mg capsule             | 30               | \$20.76                     |
| 00904053061 | Tab-A-Vite tablet                   | 100              | \$3.79                      |

**\* This list is not comprehensive. Multiple manufacturers make each of these drugs. Only one example is listed for each dosage. Medication rates are subject to change; please verify on the Forward Health website prior to billing.**

The Wisconsin TB Dispensary Program's first line of anti-tuberculosis medications are as follows:

- Ethambutol (Myambutol)
- Isoniazid
- Pyrazinamide
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Rifater and Rifamate® (combination)

The following are second-line anti-tuberculosis drugs:

- Amikacin
- Allopurinol
- Bedaquiline (Sirturo®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprone)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)





ATTACHMENT E

**Wisconsin Tuberculosis Drug Reimbursement Program**

- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Pretomanid
- Streptomycin

Also covered by the Wisconsin TB Dispensary Program:

- Custom compound prescription drugs, including pediatric formulations
- Dispensing fees

**Medications Requiring Pre-Authorization**

Under special circumstances, payment authorization may be given for medications not listed above. Such authorization must be obtained in advance from the Wisconsin TB Program. The following medications may be covered with prior authorization from the Wisconsin TB Program:

- Anti-nausea prescription medications (while taking active TB medications).
- Vitamin B6 (pyridoxine), when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months or 600 IU (15 mcg) for children and adults; **only** upon recommendation from the TB Program
- Nutritional supplement such as Ensure®; **only** upon recommendation from the TB Program.





Wisconsin  
Department of Health Services

Division of Public Health  
P-00670 (06/2026)

## ATTACHMENT F

### Wisconsin Tuberculosis Dispensary Program Policy and Procedures

#### Introduction

The primary purpose of the Wisconsin Tuberculosis (TB) Dispensary is to ensure that all persons in Wisconsin with suspected or confirmed tuberculosis infection or disease can receive appropriate evaluation, treatment, and monitoring, regardless of insurance availability.

Wisconsin's TB Dispensary uses state tax revenue funds to reimburse local and Tribal health departments (LTHDs) for medical management of patients with active TB, patients being evaluated for TB, patients with latent TB infection (LTBI), and patients exposed to TB. The word "dispensary," as it is used here, is a legislative term referring to the mechanism by which LTHDs are reimbursed for the management of TB patients. The traditional use of the word (i.e., the pharmaceutical dispensing of medicines or medical supplies) does not apply. Wisconsin's TB Dispensary includes reimbursement for clinical services and medications necessary for the diagnosis, treatment, and prevention of TB.

Wisconsin's TB Dispensary must be the LAST payer after all other potential sources have been billed. The payer order is:

- Private insurance
- Public insurance: Medicare, Medicaid (MA), Refugee MA, and Tuberculosis Related Medicaid (known as TB Only MA)
- Wisconsin TB Dispensary

#### Policy

LTHDs or combinations of two or more health departments that are "in good standing," as determined by their overall health department review process under Wis. Admin. Code § DHS 140, may request certification as a dispensary for TB clinical services and/or TB pharmacy services. This will enable the LTHD to submit bills and to be reimbursed for specific procedures and/or medications for eligible persons with TB disease, LTBI, or persons being evaluated for TB disease or LTBI.

The Wisconsin Tuberculosis Program (WTBP) will provide consultation, guidance, and review of LTHD TB programs, policies, procedures, and clinical practices to ensure that they are in compliance with Wisconsin statutes, administrative codes and established standards of practice, particularly those outlined in Wis. Stat. § 252.10: <http://docs.legis.wi.gov/statutes/statutes/252/10/1>.

To participate in the Wisconsin TB Dispensary, LTHDs must ensure that all services provided, or arranged for, are consistent with the Centers for Disease Control and Prevention (CDC) and WTBP guidelines and clinical standards of practice for TB control and elimination. LTHDs must ensure these services are provided in keeping with goals for the elimination of TB in Wisconsin. **If such guidelines or standards of practice are not followed, dispensary funds may be withheld, suspended, or revoked per Wis. Admin. Code § DHS 145.12 (1):**

[https://docs.legis.wisconsin.gov/code/admin\\_code/dhs/110/145/II/12](https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12).

One service for which the Wisconsin TB Dispensary was particularly developed is to ensure that directly observed therapy (DOT) is provided as appropriate for all persons with active TB disease or LTBI, as recommended by the WTBP and national guidelines. The availability of reimbursement to LTHDs for DOT is meant to ensure that this service will be provided as recommended.

To participate in the Wisconsin TB Dispensary, the LTHD must create and submit clinical and/or pharmacy services plan(s), as well as sign the annual contract. The contract with WTBP enables the LTHD to bill the WTBP for covered TB-related clinical services and TB-related medications. TB clinical services and medications are specific and limited by Wis. Admin. Code § DHS 145.12 (1): [https://docs.legis.wisconsin.gov/code/admin\\_code/dhs/110/145/II/12](https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12).

As determined by Wisconsin Administrative Code, services and medications are reimbursed at the MA rate; however, the Wisconsin TB Dispensary is not an MA program. Reimbursable services and medications are listed in *Attachments A, C, and E*.

## **Procedure**

### **Initial Request**

LTHDs are encouraged to participate in the Wisconsin TB Dispensary. LTHDs have the option of participating in the Wisconsin TB Dispensary by providing clinical services, pharmacy services, or both.

The following conditions must be met to participate:

- The LTHD must be “in good standing” in relation to the latest public health department review.
- The LTHD must have established agreements with providers (for clinical services) and/or pharmacies (for pharmacy services) to ensure that there are proper MA billing practices in place.
- It is the responsibility of the LTHD to evaluate patients’ health insurance status to determine if they have private insurance or qualify for MA or TB Only MA , as well as to assist a qualifying TB patient in applying for MA services. Local economic assistance agencies are most knowledgeable about qualification for and enrollment in state and federal health care programs. **The WTBP is not able to check eligibility or enroll patients.**
- The LTHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management.
- For reimbursement to LTHDs for TB-related medical services and/or medications, LTHDs shall use the TB Ordering and Billing Interface (TOBI).

### **Information**

The WTBP will provide information to LTHDs interested in participating in the Wisconsin TB Dispensary. Information provided shall include:

- Wis. Admin. Code §§ DHS 145.12 and 145.13:  
[https://docs.legis.wisconsin.gov/code/admin\\_code/dhs/110/145/II/](https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/)
- Allowable clinical services and medications
- Clinical and/or pharmacy services plans
- Department of Health Services (DHS) general contract
- Billing instructions for reimbursement

### **Consultation and Review**

LTHDs that participate in the Wisconsin TB Dispensary will coordinate services with local providers, educate the community on the prevention of tuberculosis, and consult with the WTBP on all persons being evaluated for TB, patients with active TB disease, and, as warranted, on people with LTBI or who are contacts to an active case.

WTBP review will ensure that the health department has up-to-date resources readily available for staff’s access, and that policy, procedures, and clinical practices are consistent with:

- State and federal regulatory requirements
- CDC standards and protocols for treatment
- Official statements from the American Thoracic Society and the American Academy of Pediatrics
- Directives from the State of Wisconsin epidemiologist
- WTBP Guidelines, Division of Public Health Directives, and current established clinical standards of practice, especially those identified by DHS 145.12  
[https://docs.legis.wisconsin.gov/code/admin\\_code/dhs/110/145/II/12](https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12)

### **Required for Participation in the Wisconsin TB Dispensary**

To participate in the Wisconsin TB Dispensary, Wis. Admin. Code § DHS 145.12 requires that the LTHD be able to provide or ensure provision of clinical services (see Attachment B) and pharmacy services (see Attachment D). All provisions will be reviewed and the delivery of TB services will be monitored by WTBP staff.

### **Clinical Services Plan (CSP)**

A CSP ensures the provision for tuberculosis prevention and control at the local level. The LTHD should focus on identification of active TB disease in high-risk groups and early identification and treatment of LTBI, particularly close and high-risk contacts, children, and any person who is immunosuppressed. The plan consists of five elements:

1. Financial assessment (see CSP template, *Attachment B* for eligibility determination guidance)
  - Private insurance
  - Medicaid or Medicare
  - TB Only MA
2. Identification of high-risk persons
  - Population or medical risk factors
  - Risk specific to Wisconsin
  - Risk specific to the LTHD jurisdiction
3. Documentation of patient management in WEDSS
  - Services provided by LTHD
  - Services provided by health care provider
4. Clinical Assessments and Services
  - IGRA (preferred) or TST
  - Risk assessment and medical evaluation
  - Prescription of drugs for treatment of TB and LTBI
  - Chest imaging: chest X-ray (CXR) or computed tomography (CT)
  - Sputum collection or induction for acid-fast bacilli smear and culture
  - Venipuncture for IGRA or other laboratory testing
  - Health care setting with airborne infection isolation and respiratory precautions
  - Directly observed therapy
  - Contact investigations
5. Provider Agreements
  - Written (preferred) or verbal agreement(s) with local provider(s)
  - Types of services that the provider will offer
  - Provider acceptance of MA rate for reimbursement

A CSP should be submitted annually with the contract. A CSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. Because the contract consists largely of general contract language, the CSP must specifically identify the providers with whom the LTHD has agreements for the patient services to be provided. A template of the CSP can be found in *Attachment B* and may be customized for an individual LTHD.

### **Pharmacy Services Plan (PSP)**

A PSP ensures treatment of active TB disease and LTBI. The plan consists of four elements:

1. Provision of medications for the treatment of active TB disease or LTBI (see PSP template, *Attachment D*).
2. Financial assessment (see PSP template, *Attachment D*) for eligibility determination guidance
  - Private insurance
  - Medicaid or Medicare
  - TB Only MA
3. Documentation of patient management in WEDSS
  - Date therapy started
  - Initial drug regimen

- Changes in drug regimen
  - Date therapy stopped
  - Reason therapy stopped
  - DOT
4. Provider Agreements
- Written agreement(s) with pharmacy
  - Types of services that the pharmacy will offer
  - Pharmacy acceptance of MA rate for reimbursement

A PSP should be submitted annually with the contract. A PSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. Because the contract consists largely of general contract language, the PSP must specifically identify the pharmacies with whom the LTHD has agreements for the patient services to be provided. A template of the PSP can be found in *Attachment D* and may be customized for individual LTHDs.

#### **Budget**

WTBP will provide a sum sufficient to cover expenses for identification, treatment and management of active TB disease and LTBI. Each fiscal year begins on July 1 and ends on June 30. All reimbursements from the Wisconsin TB Dispensary are based on the availability of state tax revenue funds.

#### **Contract**

State contracts are sent electronically through the DocuSign platform. Upon receipt and review of the contract by the appropriate LTHD authorities, the contract should be signed electronically and returned via DocuSign. Attachment B must be completed and returned within DocuSign, completion of Attachment D is optional. The contract will be signed by the State of Wisconsin Division of Public Health Administrator. An electronic copy of the signed contract will be sent to the LTHD and the WI TB Program. The contract is effective from July 1 through June 30 for the given fiscal year and governs the provision and reimbursement of dispensary services. The TB Dispensary will send a renewal contract to the LTHD each spring through DocuSign.

Questions about the contract or CSP should be directed to:

Wisconsin TB Program  
201 East Washington Avenue, Room G100  
Madison, Wisconsin 53703  
608-261-6319 (Main Office)  
608-266-9692 (Billing)  
608-266-0049 (Fax)  
[DHSWITBProgram@dhs.wisconsin.gov](mailto:DHSWITBProgram@dhs.wisconsin.gov) (Email)

#### **Certification Review**

Certifications will be reviewed at least every five years and will be achieved through evidence from continuing Wis. Admin. Code § DHS 140 reviews and continued monitoring of care delivered to all TB patients. Communication between the health department and the WTBP will be ongoing regarding clinical care.

#### **Reimbursement**

All patients covered by the Wisconsin TB Dispensary must have a TB-related disease incident number in WEDSS. Invoices must be submitted within 60 days of the end of the state fiscal year (June 30) to assure reimbursement. Reimbursement is at the MA rate. A grid outlining the frequency of services allowed by type of

patient can be found in *Attachment A*. A list of CPT codes and reimbursement rates for services and medications can be found in *Attachments C and E*, **please note that these rates are subject to change at any time**. Certain non-routine services may be reimbursable at the MA rate, but, **must be preauthorized** by the Wisconsin TB Program and documented in the patient's WEDSS file.

### **Invoicing Using the TB Ordering and Billing Interface (TOBI)**

The following are needed to enter invoicing information into TOBI:

- Patient name
- Patient WEDSS Incident ID

For medical services:

- Date of service
- Service code and description
- Amount billed

For medications:

- Date prescription filled
- National Drug Code (NDC) and description
- Quantity and prescription Number
- Amount billed

Services and medications not listed on *Attachment C or E* are considered non-routine and must be preauthorized. A fillable form to request preauthorization for clinical services is provided electronically in TOBI. All Initial Requests for Medication are reviewed and authorized by a TB Nurse Consultant prior to submittal to the pharmacy. Unauthorized medication will not be reimbursed.

For questions regarding the billing process, contact:

Wisconsin TB Program  
201 East Washington Avenue, Room G100  
Madison, Wisconsin 53703  
608-261-6319 (Main Office)  
608-266-9692 (Billing)  
608-266-0049 (Fax)  
[DHSWITBProgram@dhs.wisconsin.gov](mailto:DHSWITBProgram@dhs.wisconsin.gov) (Email)

**ATTACHMENT G**  
**Wisconsin TB Dispensary Program**

**Payment Details**  
**FY2027**

**Invoicing**

Invoices presented for payment must be submitted in accordance with instructions contained in Attachments A - F and submitted through the Tuberculosis Ordering and Billing Interface (TOBI).

**Sum Sufficient**

DHS will pay for services provided by Grantee in accordance with the terms and conditions of this Agreement and Attachments in a sum sufficient to cover approved expenses based on case load and available funding. The amount of funding available is anticipated to be similar to the amount awarded in FY2025. This amount is contingent upon receipt of sufficient funds by DHS.



### CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Disclosure of Lobbying Activities (Standard Form-LLL)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Ellen Henry  
\_\_\_\_\_  
(Print Name)

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

Interim Health Officer  
\_\_\_\_\_  
(Title)

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

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



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

STATE OF WISCONSIN

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

|                                                            |                                                      |
|------------------------------------------------------------|------------------------------------------------------|
| <b>SIGNATURE</b> – Official Authorized to Sign Application | Date Signed                                          |
|                                                            |                                                      |
| For (Name of Vendor)                                       | Unique Entity Identifier (UEI), <i>if applicable</i> |
|                                                            |                                                      |

## Certificate Of Completion

Envelope Id. 534A71C6-8D1F-8C91-83C9-82798CE9E0EB  
 Subject DHS - Franklin HD - Tuberculosis (TB) Dispensary Program - 435100-G27-TBDISPENSE-25  
 Source Envelope.  
 Document Pages: 43  
 Certificate Pages: 5  
 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 165.225.60.55

## Record Tracking

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

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## Signer Events

Amanda Ross  
 amandal.ross@dhs.wisconsin.gov  
 Paralegal  
 Department of Health Services  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signed by  
  
 E5797DAC2816495

Signature Adoption: Pre-selected Style  
 Using IP Address 136.226.84.184

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 Signed 8/14/2026 3:47:27 PM

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Ellen Henry  
 EHenry@franklinwi.gov  
 Interim Health Officer  
 Security Level: Email, Account Authentication  
 (None)

Sent: 8/14/2026 3:47:32 PM  
 Viewed: 8/14/2026 4:22:24 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/14/2026 4:22:24 PM  
 ID 5c98e9c6-aa92-4f41-8551-f9a1c498f8aa

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

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 Security Level: Email, Account Authentication  
 (None)

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Sent 8/12/2026 8:55:51 AM

| Carbon Copy Events                                                                                                                                                                   | Status           | Timestamp                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------|
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted 4/5/2023 2:53:27 PM<br>ID 43fbd7de-b2ed-4b35-a320-54190dd784b7                                                        |                  |                            |
| DHS DPH Contract Routing<br>dhsdphcontractrouting@dhs.wisconsin.gov<br>Security Level Email, Account Authentication (None)                                                           | COPIED           | Sent: 8/12/2026 8:55:52 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                                                       |                  |                            |
| DPH Contracts<br>DHSDPHContracts@dhs.wisconsin.gov<br>DPH Contracts Shared Account<br>Wisconsin Department of Health Services<br>Security Level Email, Account Authentication (None) | COPIED           | Sent: 8/12/2026 8:55:52 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                                                       |                  |                            |
| Manivanh Patheuangsinh<br>manivanh.patheuangsinh1@dhs.wisconsin.gov<br>Security Level Email, Account Authentication (None)                                                           |                  |                            |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                                                       |                  |                            |
| <b>Witness Events</b>                                                                                                                                                                | <b>Signature</b> | <b>Timestamp</b>           |
| <b>Notary Events</b>                                                                                                                                                                 | <b>Signature</b> | <b>Timestamp</b>           |
| <b>Envelope Summary Events</b>                                                                                                                                                       | <b>Status</b>    | <b>Timestamps</b>          |
| Envelope Sent                                                                                                                                                                        | Hashed/Encrypted | 8/12/2026 8:55:53 AM       |
| <b>Payment Events</b>                                                                                                                                                                | <b>Status</b>    | <b>Timestamps</b>          |
| <b>Electronic Record and Signature Disclosure</b>                                                                                                                                    |                  |                            |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

#### **How to contact Wisconsin Department of Health Services:**

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

To contact us by email send messages to: [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov)

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

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

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

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

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

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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

| APPROVAL                     | REQUEST FOR<br>COUNCIL ACTION             | MEETING DATE<br>09/01/26 |
|------------------------------|-------------------------------------------|--------------------------|
| REPORTS &<br>RECOMMENDATIONS | Population Estimate as of January 1, 2026 | ITEM NUMBER<br>G.I.(C)   |

Franklin has received the preliminary population estimate of 37,195 as of January 1, 2026. If the Council wishes to challenge this estimate, such challenge must be submitted before September 15, 2026.

For your review, Franklin's prior population was as follow:

|               |        |               |        |
|---------------|--------|---------------|--------|
| 1960          | 10,006 | 2016          | 35,741 |
| 1970          | 12,247 | 2017          | 36,046 |
| 1980          | 16,469 | 2018          | 35,779 |
| 1990          | 21,732 | 2019          | 35,996 |
| 2000          | 28,804 | 2020          | 36,514 |
| 4/1/00 Census | 29,494 | 4/1/20 Census | 36,816 |
| 2001          | 30,199 | 2021          | 36,646 |
| 2002          | 30,749 | 2022          | 36,259 |
| 2003          | 31,467 | 2023          | 35,785 |
| 2004          | 31,804 | 2024          | 36,417 |
| 2005          | 32,548 | 2025          | 36,882 |
| 2006          | 33,000 | 2026          | 37,195 |
| 2007          | 33,380 |               |        |
| 2008          | 33,550 |               |        |
| 2009          | 33,700 |               |        |
| 2010          | 33,900 |               |        |
| 4/1/10 Census | 35,451 |               |        |
| 2011          | 35,504 |               |        |
| 2012          | 35,520 |               |        |
| 2013          | 35,810 |               |        |
| 2014          | 35,702 |               |        |
| 2015          | 35,655 |               |        |

### COUNCIL ACTION REQUESTED

Motion to place on file the Wis. Dept. of Administration January 1, 2026 population estimate of 37,195.

OR

Motion to direct Director of Clerk Services to submit challenge, based on information provided by staff, to State of Wisconsin 2026 population estimate no later than September 15, 2026.

## Shirley Roberts

---

**From:** Dan Barroilhet - DOA <Dan.Barroilhet@wisconsin.gov>  
**Sent:** Monday, August 10, 2026 3:07 PM  
**To:** Shirley Roberts  
**Subject:** Preliminary Population Estimate for the City of Franklin in Milwaukee County

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2026 population for the City of Franklin in Milwaukee County is 37,195. This represents a change of 1,079 persons (2.99%) since the 2020 Census.

Wisconsin's total population is estimated at 6,064,500 which is a change of 170,782 persons and 2.90%.

In response to the housing survey that we sent you earlier this year, your municipality reported a net change of 70 housing units for calendar year 2025. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

If your municipality believes that the above estimate is not a reasonable approximation of its population, please see the challenge form at [https://doa.wi.gov/DIR/Challenge\\_Form\\_MUNI.pdf](https://doa.wi.gov/DIR/Challenge_Form_MUNI.pdf)

Approximately 29,722 of the estimated population for the City of Franklin are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

Demographic Services Center  
Division of Intergovernmental Relations  
WI Dept. of Administration  
<https://doa.wi.gov/demographics>



## CHANGE OF ADDRESS/OFFICE HOLDER NOTIFICATION

(This side of form is for Change of Address of Office Holder only.)

Send to:

DIR\_Demo@wi.gov

Please note **name/address change** below for:

☐ Town

☐ City

☐ Village of: \_\_\_\_\_

in the County of: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICIAL MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

DAYTIME TELEPHONE: (\_\_\_\_) \_\_\_\_\_

SIGNATURE OF RESPONDENT: \_\_\_\_\_

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

## MUNICIPAL POPULATION ESTIMATE CHALLENGE FORM

If your municipality believes that the estimate is not a reasonable approximation of your population, complete this form and submit it **with administrative data** that can be used to evaluate the challenge. Submit the challenge on or before **September 15, 2026**.

**Send challenges to:**

**dan.barroilhet@wisconsin.gov**

The Council/Board of the

☐ Town

☐ City

☐ Village of: \_\_\_\_\_

in the County of: \_\_\_\_\_

has authorized me to submit a challenge to the correctness of the annual preliminary population estimate prepared for our municipality. The municipality contends the estimate is inaccurate because it is based upon inadequate information.

**Evidence based upon administrative records or other information is presented in support of this contention, as required by §16.96 of the Wisconsin Statutes.**

**The statutes do not permit the Department of Administration to accept the results of a population enumeration conducted by any group, agency, or unit of government other than the U.S. Census Bureau.**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMAIL: \_\_\_\_\_

DAYTIME TELEPHONE: (     ) \_\_\_\_\_

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

| APPROVAL                  | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                       | MTG. DATE<br>September 1, 2026                         |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Reports & Recommendations | <b>A Resolution Authorizing the Installation of a Retaining Wall Within the 20' Drainage Easement Upon Lot 2 of the Whispering Woods subdivision located in a part of the West 1/2 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin</b><br><b>(6860 W Wild Flower Ct.) (TKN 837 0213 000)</b><br><b>(Derek and Nellie Foster, Applicant)</b> | <b>ITEM NO.</b><br>Ald. Dist. 4<br><br><i>G.I. (d)</i> |

### **BACKGROUND**

Staff received a request to install a retaining wall within the 20' Drainage Easement at 6860 W Wild Flower Ct. The retaining wall will be installed roughly 7' into the 20' Drainage Easement south of the north property line.

The proposed retaining wall will be encroaching the said drainage easement on the property located at 6860 W Wild Flower Ct: See Exhibit C.

### **ANALYSIS**

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

The resolution provides that:

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

### **OPTIONS**

Approve or Deny

### **FISCAL NOTE**

None

### **RECOMMENDATION**

Resolution 2026-\_\_\_\_\_ a resolution to authorize the installation of a retaining wall within the 20' Drainage Easement, upon Lot 2 of the Whispering Woods subdivision (6860 W Wild Flower Ct.) (Tax Key No. 837 0213 000) (Derek and Nellie Foster, applicant).

Engineering: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - \_\_\_\_\_

A RESOLUTION AUTHORIZING THE INSTALLATION OF A RETAINING WALL  
WITHIN THE 20' PUBLIC DRAINAGE EASEMENT UPON LOT 2 OF WHISPERING  
WOODS SUBDIVISION.

(6860 W WILD FLOWER CT) (TKN: 837 0213 000) (DEREK & NELLIE FOSTER,  
APPLICANT)

-----

WHEREAS, the Whispering Woods Subdivision Plat prohibits the building of structures within a public drainage easement, described thereon; and

WHEREAS, Derek & Nellie Foster, property owner, having applied for an installation of a retaining wall, located at 6860 W Wild Flower Ct., zoned R-SE, bearing Tax Key No. 837 0213 000, more particularly described as follows:

LOT 2 OF WHISPERING WOODS, BEING A PARCEL OF PARTS OF THE W 1/2 OF  
SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN,  
MILWAUKEE COUNTY, WISCONSIN;

and

WHEREAS, the retaining wall would encroach on the "Public Drainage Easement" (Exhibit C) located on the north of the property; and

WHEREAS, the "Public Drainage Easement" restrictions upon the Final Plat of Whispering Woods Subdivision and the City of Franklin its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the owner's request, for the encroachment at the public drainage easement restriction only so as to allow for the subject retaining wall installation; and

WHEREAS, the Common Council having considered the proposed location of and type of retaining wall to be installed upon the subject property and potential interference with the drainage easement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed retaining wall as described and only upon the location as set forth within the plans accompanying the application of Derek & Nellie Foster, on August 26, 2026 be and the same is hereby authorized and approved and that the "Public

**RESOLUTION NO. 2026-\_\_\_\_\_**

**Page 2**

Drainage Easement” restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_

Exhibit A

Acceptance

The undersigned, Derek and Nellie Foster, applicants of the property located at 6860 W Wild Flower Ct, Franklin, Wisconsin 53132, Tax Key No. 8370213000, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. \_\_\_\_\_, and that in consideration of the making of such grant to allow the installation of a fence within the public drainage easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. \_\_\_\_\_, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 15<sup>th</sup> day of August, 2026.

Property owner

By: Derek Foster

By: Nellie Foster

Notarized by Mary M. Zimmerman #242613

Mary M. Zimmerman 8/15/2026

Commission Expires 7/14/2029

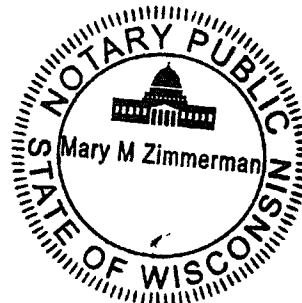


**Exhibit B**

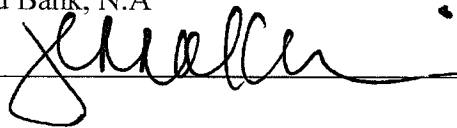
**MORTGAGE HOLDER CONSENT**

The undersigned, Associated Bank, N.A, 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 September, 11 2015, as Document No. 10498326 hereby consents to the execution of the foregoing Resolution No. 2026-\_\_\_\_\_, authorizing the installation of the fence within the public drainage easement.

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.

Associated Bank, N.A

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

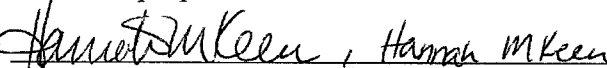


\_\_\_\_\_  
Jenna Klein, AVP

STATE OF WISCONSIN    )  
                                          s.s.  
COUNTY OF MILWAUKEE)

On this, the 24<sup>th</sup> day of August 2026, before me, the undersigned personally appeared Jenna Klein, Assistant Vice President of Associated Bank, N.A., a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

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

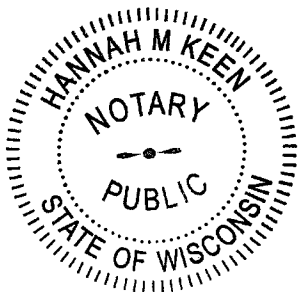


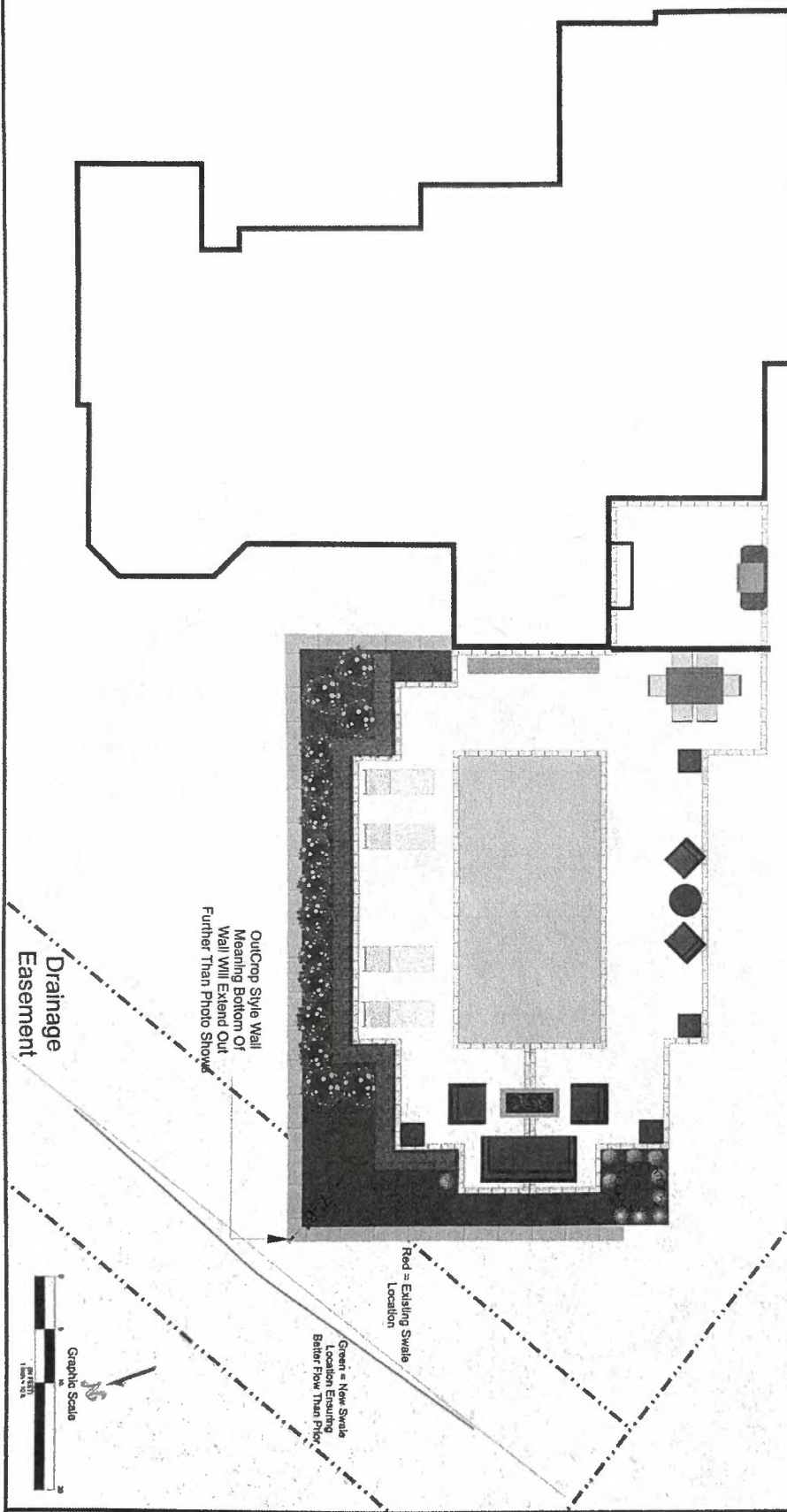
Notary Public

State of Wisconsin

County of Portage

My commission expires on: 01-30-2029





**1.1**

Date **6/7/26**

Job Number **5357**

File Number

**Foster Residence**

6860 West Wild Flower Court  
Franklin, WI 53132



| Sheet Title |            |            |
|-------------|------------|------------|
| Designed by | Created by | Checked by |
|             |            |            |



| APPROVAL                  | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                   | MTG. DATE<br>September 1, 2026                    |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Reports & Recommendations | <b>A Resolution Authorizing the Installation of a Fence Within the 20' Sanitary Sewer Easement Upon Lot 16 of the Cape Crossing subdivision located in a part of the Southwest ¼ of Section 19, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (9378 S Parkside Ln.) (TKN 890 1016 000) (Lukas Buttke, Applicant)</b> | <b>ITEM NO.</b><br>Ald. Dist. 6<br><i>G.I.(e)</i> |

### **BACKGROUND**

Staff received a request to install a 4-foot black aluminum fence within the 20' Sanitary Sewer Easement at 9378 S Parkside Ln. The fence will be installed roughly 5' west of the east property line.

The proposed fence will be encroaching the said sanitary sewer easement on 9378 S Parkside Ln: See Exhibit C.

### **ANALYSIS**

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

The resolution provides that:

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

### **OPTIONS**

Approve or Deny

### **FISCAL NOTE**

None

### **RECOMMENDATION**

Resolution 2026-\_\_\_\_\_ a resolution to authorize the installation of a fence within the 20' Sanitary Sewer Easement, upon Lot 16 of the Cape Crossing subdivision (9378 S Parkside Ln.) (Tax Key No. 890 1016 000) (Lukas Buttke, applicant).

Engineering: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - \_\_\_\_\_

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20'  
SANITARY SEWER EASEMENT UPON LOT 16 OF CAPE CROSSING SUBDIVISION.  
(9378 S PARKSIDE LN) (TKN: 890 1016 000) (LUKAS BUTTKE, APPLICANT)

---

WHEREAS, the Cape Crossing Subdivision Plat prohibits the building of structures within a sanitary sewer easement, described thereon; and

WHEREAS, Lukas Buttke, property owner, having applied for an installation of a 4' black aluminum fence, located at 9378 S Parkside Ln., zoned PDL-40, bearing Tax Key No. 890 1016 000, more particularly described as follows:

LOT 16 OF CAPE CROSSING, BEING A PARCEL OF PARTS OF THE SW 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN;

and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Lukas Buttke, on August 26, 2026 be and the same is hereby authorized and approved and that the "Sanitary

**RESOLUTION NO. 2026-\_\_\_\_\_**

**Page 2**

Sewer Easement” restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_

Exhibit A

Acceptance

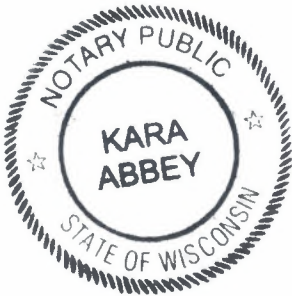
The undersigned, Lukas Bottle, applicants of the property located at 9378 S. Parkside Ln, Franklin, Wisconsin 53132, Tax Key No. 890-1016-000, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2026-\_\_\_\_, and that in consideration of the making of such grant to allow the installation of a fence within the ~~public~~ SANITARY SEWER ~~drainage~~ easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2026-\_\_\_\_, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 25<sup>th</sup> day of August, 2026.

Property owner

By: 

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



Kara Abbey

MY COMM. exp. 2-6-2029

Exhibit B

MORTGAGE HOLDER CONSENT

The undersigned, Landmark Credit Union, 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 May 21, 2025, 2025, as Document No. 11508181 hereby consents to the execution of the foregoing Resolution No. 2026-        , authorizing the installation of the fence within the public drainage easement.

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.

Landmark Credit Union  
a Wisconsin Banking Corporation  
Landmark Credit Union  
Name of Wisconsin Banking Corporation typed or printed  
By: Diane K Bilky  
Diane K Bilky, AVP  
Print Name & Title

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

On this, the 17<sup>th</sup> day of August, 2026, before me, the undersigned personally appeared Diane Bilky, the AVP/HR Loan Servicing of Landmark C.U., 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: Julie E. Zaffke  
Notary Public Julie E. Zaffke  
State of Wisconsin  
County of Waukesha  
My commission expires on: 6-12-29

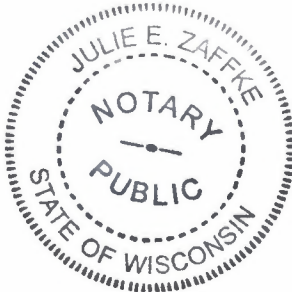
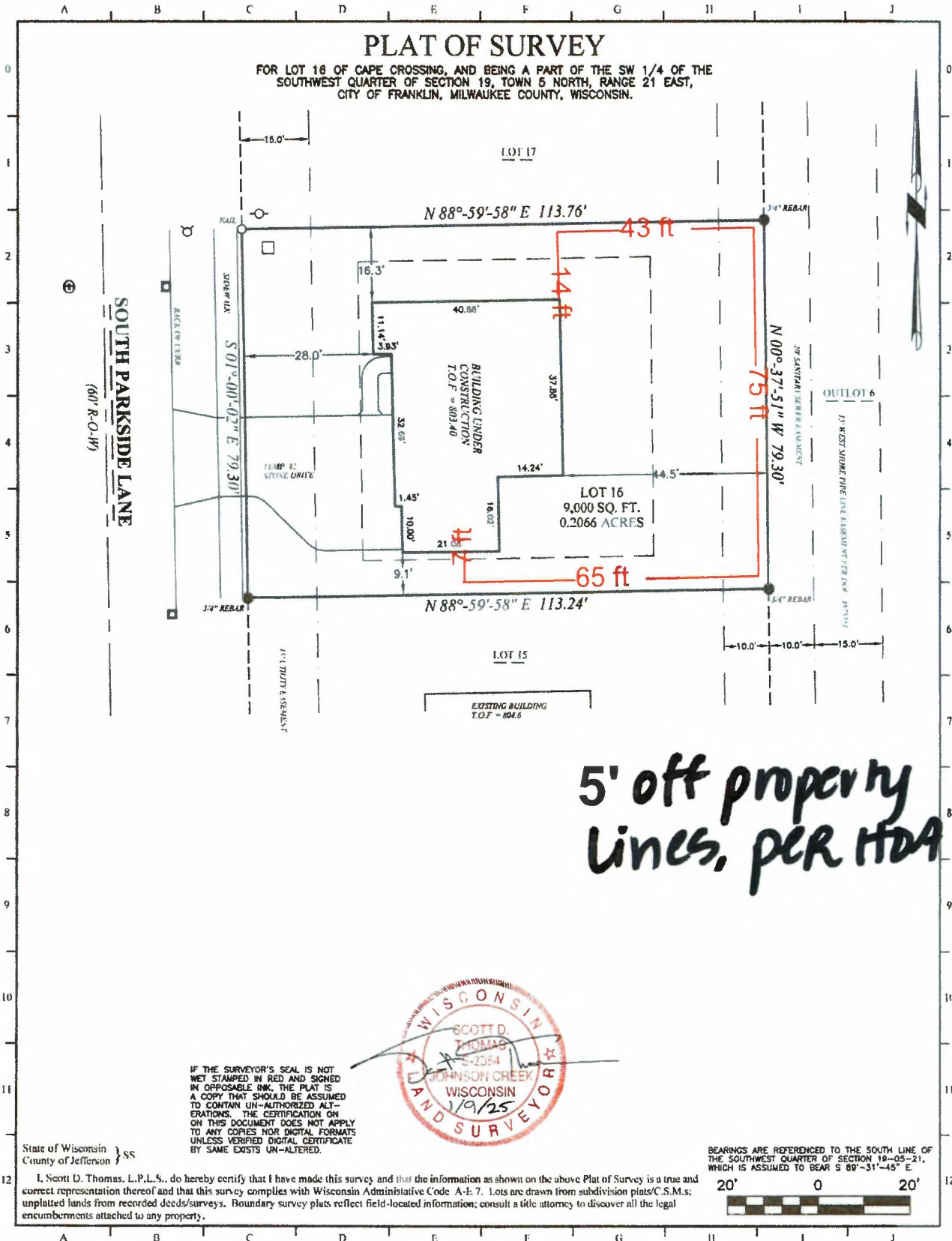




EXHIBIT C

# HOLLAND & THOMAS, L.L.C. - LAND SURVEYORS

202 West Street Johnson Creek, WI 53038 (920) 699-3305



5' off property lines, per HDA

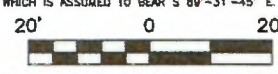


IF THE SURVEYOR'S SEAL IS NOT WET STAMPED IN RED AND SIGNED IN OPPOSABLE INK, THE PLAT IS A COPY THAT SHOULD BE ASSUMED TO CONTAIN UN-AUTHORIZED ALTERATIONS. THE CERTIFICATION ON THIS DOCUMENT DOES NOT APPLY TO ANY COPIES NOR DIGITAL FORMATS UNLESS VERIFIED DIGITAL CERTIFICATE BY SAME EXISTS UN-ALTERED.

State of Wisconsin }  
County of Jefferson } SS

I, Scott D. Thomas, L.P.L.S., do hereby certify that I have made this survey and that the information as shown on the above Plat of Survey is a true and correct representation thereof and that this survey complies with Wisconsin Administrative Code A-E 7. Lots are drawn from subdivision plats/C.S.M.s; unplatted lands from recorded deeds/surveys. Boundary survey plats reflect field-located information; consult a title attorney to discover all the legal encumbrances attached to any property.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19-05-21, WHICH IS ASSUMED TO BEAR S 89°-31'-45" E.



- LEGEND:** These standard symbols may be found in the drawing.
- Lot Corner (Found) w/desc.
  - 18" X 3/4" Dia. Rebar (Set) Unless Noted Otherwise
  - Elec. Trans. Box
  - ⊕ Man Hole
  - Utility Pedestal
  - Fire Hydrant
  - ⊕ Water Valve
  - Catch Basin
  - Easement Boundary
  - Building Setback Line

PROJECT: 123-016  
BUILDER: Harbor Homes  
N27 W24025 Paul Ct.  
Pewaukee, WI 53072  
Ph: (262) 232-8520

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                           |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                                                             | MEETING<br>DATE<br>9/1/2026 |
| REPORTS AND<br>RECOMMENDATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Request Council Approval to accept a \$300.00 public donation from the Franklin Lioness Foundation and apply this to the Automated External Defibrillators (AED's) in the City of Franklin Parks Program. | ITEM NUMBER<br>G.I.(f)      |
| <p><b>Background:</b></p> <p>The fire department has received a \$300.00 donation from the Franklin Lioness Club as part of a City-wide initiative to place Automated External Defibrillators (AEDs), with secure boxes, in City of Franklin Parks. This is the second donation made this year by the Lioness Club toward the AEDs in the Parks Program, and we are extremely grateful for their support.</p> <p>The fire department is requesting Council approval to accept the donation and to spend the funding on AEDs, secure boxes, installation, and maintenance of the equipment and AEDs in the Parks Program.</p> <p><b>Financial Note:</b></p> <p>With approval, funds will go into the designated budget lines for incoming (28-0000-4734) and outgoing (28-0221-5329.7079) funds of the AEDs in the Parks Program.</p> |                                                                                                                                                                                                           |                             |
| <p align="center"><b>COUNCIL ACTION REQUESTED</b></p> <p>Request Council Approval to accept a \$300.00 public donation from the Franklin Lioness Foundation and apply this to the Automated External Defibrillators (AED's) in the City of Franklin Parks Program.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                           |                             |

Fire/JCM

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|                                |                                            |                                              |
|--------------------------------|--------------------------------------------|----------------------------------------------|
| APPROVAL                       | REQUEST FOR COUNCIL ACTION                 | MEETING DATE<br>9/1/2026                     |
| REPORTS AND<br>RECOMMENDATIONS | Direction on W. Puetz Road Pathway Project | ITEM NUMBER<br><i>G. 2.</i><br>Ald. Dist. #1 |

### **BACKGROUND**

The W. Puetz Road Pathway project involves constructing a 10-foot-wide asphalt pathway adjacent to W. Puetz Rd. from W. St. Martins Road (HWY 100) to S. 76<sup>th</sup> Street (CTH U). This project has been ongoing since 2023. Therefore, below is a timeline with dates and council action noted for this project to provide background information.

#### **August 15, 2023:**

- W. Puetz Road reconstruction was discussed for the 2024 Local Street Improvement Program project with accommodations of a pathway for the safety of pedestrians and bicycles.
- Transportation Alternative Program (TAP) grant was mentioned as an option for funding this pathway, along with the use of park impact fees.
- The Common Council was given the option to either direct staff to contact the neighboring property owners and have a neighborhood meeting or proceed with the 2024 Local Street Improvement Program without consideration of a future pathway.
- Alderman Holpfer moved to direct staff to proceed with contacting neighbors to the W. Puetz Road Corridor. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

#### **August 29, 2023:**

- A neighborhood meeting was held with the assistance of Alderman Ed Holpfer (District 1) and Alderwoman Michelle Eichmann (District 2).
- The meeting was well attended, with 50 people in attendance estimated.
- As of August 30, 2023, forty-three comments were received either at the meeting or through email.

#### **September 5, 2023:**

- The Engineering Department provided an update to the Common Council from the neighborhood meeting held on 8/29/23.
- Of the 43 responses, 65% believed the pathway was a good idea, and 28% believed the pathway was a bad idea. See the council action sheet from 9/5/23 for all written responses received.
- Property owners also had the chance to list their preference of either the north or the south side of the roadway. 37% preferred the south side, 30% preferred the north side, and 10% had no preference.
- Also included in the council action sheet from 9/5/23 was the proposed pathway width, if State funded, would be 8-10 feet wide.
- Alderman Holpfer moved to direct staff to start with project development for Grant applications (80% Transportation Alternative Program due on October 31, 2023). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

**November 7, 2023:**

- The Engineering Department submitted a Transportation Alternative Program grant application on October 27, 2023.
- Enclosed in the council action sheet is a copy of the application.
- Listed in the grant application is the description of the pathway being 10-feet wide.
- The proposed pathway estimate was listed as \$2,070,000.00. 80% would be grant funded and \$256,680.00 could be funded through park impact fees, leaving the total City cost to be \$157,320.00.
- Alderman Holpfer moved to adopt Resolution No. 2023-8061, A RESOLUTION SUPPORTING WISCONSIN DEPARTMENT OF TRANSPORTATION - TRANSPORTATION ALTERNATIVES PROGRAM (TAP) 2024-2028 AWARD CYCLE FOR THE W. PUETZ ROAD PATHWAY. Seconded by Alderman Craig. All voted Aye; motion carried.

**March 19, 2024:**

- The Finance Director provided an update to the Common Council (Item G.27) on the impact fees and reported that "If the City made the decision to not spend another park fee dollar on any projects, the City would have to start returning park impact fees back to residents in April 2025."

**April 3, 2024:**

- Staff informed Common Council that the project has been recommended for funding through the TAP 2027-28 funding cycle.
- Staff requested permission to start the process of selecting a consultant to design the pathway.
- Alderwoman Eichmann moved to direct staff to proceed with the solicitation and selection of a design consultant for the Puetz Pathway and return with a contract after all agreements necessary for funding the design are secure. Seconded by Alderman Holpfer. All voted Aye; motion carried.

**May 21, 2024:**

- Resolution to Execute a State/Municipal Agreement (SMA) for an Infrastructure Transportation Alternatives Program (TAP) Project for West Puetz Road Pathway in the Amount of \$440,000.
- The SMA allows the project to proceed through the process of finding a consulting firm for design and permitting, completing the plans, and finding a contractor.
- Solicitation of a design consultant is underway.
- In the SMA it is stated that the proposed pathway would be 10-feet wide.
- The updated project estimate is a total of \$2,200,000.00. Therefore, the City cost is increased to \$167,200.00.
- Alderwoman Eichmann moved to adopt Resolution No. 2024-8158, A RESOLUTION TO EXECUTE A STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT FOR W. PUETZ RD. PATHWAY IN THE AMOUNT OF \$440,000. Seconded by Alderman Hasan. All voted Aye; motion carried.

**June 14, 2024:**

- Statement of qualifications from design consultants due for review and consideration.

**July 2, 2024:**

- A Resolution to "Certify a Non-Traditional Project Administration and Delivery for the Puetz Pathway (Wisconsin Department of Transportation Project ID 2976-04-01/71)" for a Pathway Project along West Puetz Road from West St. Martins Road to South 76th Street.
- Due to this project being sponsored by the City of Franklin, the City must certify that this project will be run to follow all applicable guidelines.
- Design consultants have been solicited.
- Alderwoman Eichmann moved to adopt Resolution No. 2024-8176, A RESOLUTION TO "CERTIFY A NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY FOR THE PUETZ PATHWAY (WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ID 2976-04-01/71)" FOR A PATHWAY PROJECT ALONG W. PUETZ RD. FROM W. ST. MARTINS ROAD TO S. 76TH ST. Seconded by Alderman Hasan. All voted Aye; motion carried.

**May 6, 2025:**

- A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH CIVILTECH ENGINEERING, INC. TO PROVIDE ENGINEERING SERVICES FOR PUETZ ROAD PATHWAY IN THE AMOUNT OF \$268,611.56.
- Alderwoman Eichmann and Alderman Peccarelli were both involved in the review and selection of the design consultant.
- Alderwoman Eichmann moved to adopt Resolution No. 2025-8312, A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH CIVILTECH ENGINEERING, INC. TO PROVIDE ENGINEERING SERVICES FOR PUETZ ROAD PATHWAY IN THE AMOUNT OF \$268,611.56. Seconded by Alderman Salous. All voted Aye; motion carried.

**June 3, 2025:**

- A Resolution to Supersede a State/Municipal Financial Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for West Puetz Road Pathway in the Amount of \$440,000.
- The state municipal agreement states the proposed path width of 10-feet wide.
- The update to the SMA is to update the project dates stated. The project must be completed by June 30, 2033.
- Alderwoman Eichmann moved to adopt Resolution No. 2025-8329, A RESOLUTION TO SUPERSEDE A STATE/MUNICIPAL FINANCIAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT FOR WEST PUETZ ROAD PATHWAY IN THE AMOUNT OF \$440,000, subject to technical corrections by the City Attorney. Seconded by Alderwoman Day. All voted Aye; motion carried.

**October 28, 2025:**

- Public Involvement Meeting (PIM) #1 was held at the Franklin Public Library from 4-6pm.
- This meeting was to discuss the project and introduce the 4 different alternatives for the pathway which are; Alternative A (South Alignment), Alternative B (North Alignment), Alternative C (Hybrid Alignment), Alternative D (No build).
- Approximately 61 community members attended PIM #1 and 34 comments were received.
- Of the 34 comments, 59% were supportive of the project, 41% were not supportive of the project. 21% prefer Alternative A, 21% prefer Alternative B, and 12% prefer alternative C.

- The PIM #1 summary was shared with the Mayor, Alderwoman Eichmann and Alderman Peccarelli. The Alternative A (South Alignment) was selected.
- Civiltech continued design on the proposed pathway on the south side of W. Puetz Rd.

#### **May 13, 2026:**

- Public Involvement Meeting (PIM) #2 was held on May 13, 2026 at the Franklin Public Library from 4-6pm.
- Approximately 49 community members attended PIM #2 and 22 comments were received.
- Of the 22 comments, 36% were supportive of the project, 55% were not supportive of the project, and 9% expressed conditional support for the project.
- The PIM #2 summary was shared with the Mayor, Alderwoman Eichmann, and Alderman Peccarelli.

#### **ANALYSIS**

After the PIM #2, City staff, Civiltech, the Mayor, and Alderwoman Eichmann met to discuss the results from the PIM #2. The decision was to bring this item back to Council for discussion and to make a decision to either move forward with this project or cancel it.

City staff asked Civiltech to provide cost estimates for four different options. Those options are described below:

1. Selected 10-foot wide asphalt path
  - This option is to continue as planned and follows WisDOT TAP funding requirements. The City would receive 80% funding (\$1,760,000.00) from the State if this option is selected. The City cost would be approximately \$167,200.00.
2. Curb and Gutter with 10-foot wide asphalt path
  - This option would include moving the pathway closer to the roadway, allowing for a 5-foot wide grass terrace, then the 10-foot wide asphalt pathway. The existing stormwater ditch adjacent to the roadway would need to be filled in and storm sewer would be added to convey the stormwater. The City would still receive the 80% funding (\$1,760,000.00), but the cost for the City would be approximately \$650,000.00.
3. 6-foot wide Concrete Sidewalk
  - This option would reduce the pathway width. Reducing the pathway width would go against the WisDOT TAP funding requirements, therefore, the City would be giving up the funding. The total cost to the City would be approximately \$1,155,000.00
4. Cancel project
  - This option would mean that all costs the city has incurred up to this date would be 100% the City cost. The WisDOT TAP funding would not be able to be used. The cost to cancel the project is approximately \$147,500.00. If the project is canceled, the City would be paying approximately \$20,000 less than having an asphalt pathway and would be getting nothing. The City would also not be able to use the park impact fees and would need to start paying those back.

Staff is seeking a resolution from Common Council as we have a timeline for the WisDOT TAP funding and a decision needs to be made.

#### **FISCAL NOTE**

The City budget only accounts for \$167,200.00. If another option is selected that would result in additional funding being required, a budget amendment would need to be brought to Council.

#### **STAFF RECOMMENDATION**

Staff recommends proceeding with option No. 1 to continue this project as planned.

|                           |                                                                                                    |                                                     |
|---------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>APPROVAL</b>           | <b>REQUEST FOR COUNCIL ACTION</b>                                                                  | <b>MTG. DATE</b><br>August 15, 2023                 |
| Reports & recommendations | <b>Discussion of a W. Puetz Road Pathway from S. 76<sup>th</sup> Street to W. St. Martins Road</b> | <b>ITEM NO.</b><br>Ald. Dist. 1 & 2<br><b>G.21.</b> |

### **BACKGROUND**

At the August 9, 2023 Board of Public Works (BOPW) meeting, the 2024 Local Street Improvement Program (LSIP) was discussed. Much of the discussion centered around the condition of W. Puetz Road from S. 76<sup>th</sup> Street to W. St. Martins Road. This section of road has been submitted multiple times for the transportation improvement program, but this segment of road does not compete well with the other road projects within the Milwaukee urbanized area. The BOPW recommended to do a full pulverization and repaving of this section of roadway for 2024, but also pursue a pathway for the safety of pedestrians and bicycles.

### **ANALYSIS**

This 1.3 +/- mile segment of roadway has significant obstacles to widening or adding a separated pathway. Those obstacles include property lines, utilities, vegetation, and wetlands that crowd the roadway in many locations.

Staff is proposing to have a neighborhood meeting and meet with property owners with properties adjacent to the right-of-way to discuss voluntary purchase of additional right-of-way. As a result of these meetings and discussions, a concept plan could be put together for a pathway project. This pathway project could be locally funded or submitted for pathway grants, such as the Transportation Alternative Program (next round due October 27, 2023).

There are 42 parcels along the south side of this road segment and at a glance, there appear to be 11 parcels that might need to sell additional right-of-way if the pathway were to be located on the south side. Similar for the north side, there are 43 parcels with 13 parcels that might need to sell additional right-of-way if the pathway were located on the north side.

Again, utilities are tight, including power poles, and wetland features are in close proximity that would require extensive permitting.

If the neighborhood meetings and individual meetings with the most affected property owners appear promising, Staff would contact a consultant and prepare a contract for this work to be presented before the Parks Commission and the Common Council.

### **OPTIONS**

- A. Direct Staff to proceed with contacting neighbors to the W. Puetz Road Corridor.
- B. Direct Staff to proceed with planning for the 2024 LSIP program without consideration of a future pathway.
- C. Other direction to Staff

### **FISCAL NOTE**

This Puetz Pathway trail project, with a yet unknown budget, would be eligible for 62% park impact fees.

### **RECOMMENDATION**

At the will of the Common Council.

Engineering: GEM

|                           |                                                                                                        |                                          |
|---------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------|
| APPROVAL<br><br><i>X</i>  | REQUEST FOR COUNCIL ACTION                                                                             | MTG. DATE<br>September 5, 2023           |
| Reports & Recommendations | Continued Discussion of a W. Puetz Road Pathway from S. 76 <sup>th</sup> Street to W. St. Martins Road | ITEM NO.<br>Ald. Dist. 1 & 2<br><br>G.12 |

### **BACKGROUND**

At the suggestion from the Board of Public Works, the Common Council directed Staff to proceed with contacting neighbors to the W. Puetz Road corridor (from S. 76<sup>th</sup> Street to W. St Martins Road) and solicit input concerning a possible Puetz Road Pathway. A neighborhood meeting was held on Tuesday, August 29, 2023 with the assistance of Alderman Ed Holpfer and Alderwoman Michelle Eichmann that share an aldermanic boundary along this section (District 1 south side and District 2 north side). Any property adjoining this section of roadway was mailed an invitation and a notice was distributed for social media purposes to any and all others that might be interested. The meeting was well attended (estimated over 50 attendees) and other input has been received via email in response to publication of the meeting on various social media.

Some expressed frustration that the City cannot provide plans for this project. At this time, this is not a project and public input was solicited to help guide the decision-making process. Although the definitions of the word's "pathway", "trail" and "sidewalk" are addressed in the following writeup, these terms are mostly used interchangeably throughout this Council Action by Staff and comments without differentiation or presumption of a final design.

### **ANALYSIS**

Although it is estimated that there were more than 50 in attendance to the August 29 neighborhood meeting, only 31 people signed in. The message to all was that there is no pre-conceived project underway. The meeting and solicitation of comments were to gather input.

As of August 30, 2023, forty three comments have been received from forms submitted at the neighborhood meeting or via email. The forms asked for the following:

- Name & Address
- My property borders W. Puetz Road: YES / NO (choose one). If so, please provide your telephone number and email address so that we can contact you in the future, if needed.
- If there were a pathway for this corridor, I would use it for: BICYCLING / WALKING / WOULDN'T USE IT (choose one)
- I think that a pathway along this corridor is a GOOD / BAD idea (choose one) because:
- IF a Puetz Pathway Project is pursued, the best location for a pathway would be NORTH SIDE / SOUTH SIDE / NO PREFERENCE (choose one) because:
- Other Comments:

Of the 43 responses, 28 (65%) believe that a pathway along this corridor is a good idea, 12 (28%) believed it is a bad idea and 3 (7%) had no opinion. 16 responses said that they would use this for bicycling, 24 said that they would use it for walking, and 10 would not use it. The comments, grouped according to their vote, concerning this question are as follows:

#### **Good Idea**

- *Since moving to Franklin in 2019, one of the only disappointments we've had with our neighborhood/location is how isolated it is from other neighborhoods or public amenities like trails, parks, etc. It has been frustrating to be within reasonable walking or biking*

distance of so many things, but unable to safely find a route to get there, especially with children. Additionally, while my family can ride our bikes within our immediate neighborhood/subdivision, there really is no way to connect to the trails or other pathways in the area for longer rides

- There is no safe way to walk, bike, or even go around UPS, delivery companies, broken down cars, etc. Also, with the lack of lighting makes it a hazard.
- Recreation
- Safety of people who walk along this road
- The current road has no shoulder and dangerous to walk/run on
- You can't walk down Puetz right now the way people drive
- Good idea but the speeding cars have to be stopped
- Fix potholes, safe driving, walking, lower speed limit to 30 mph
- Much safer to walk & bike on Puetz. Hopefully would slow down speeders
- There are many people who walk this road, at dusk and due to the hills you can't see people until the last min. My nephew who rides his bike to school has almost been hit multiple times because there is no path from the 84th & Puetz neighborhood to the path to the middle school
- There is no shoulder for anyone to walk along the road
- Concerns-Snow removal & who is in charge
- Cars pass on the left on No-Pass zone going east. If someone is biking or walking, cars swerve toward the left.
- It would make it safer for individuals & families to enjoy recreational activities. It would also help make Franklin a more walkable suburb/city
- Safer connection to innovative, theater, soccer, & city common areas from residents near Puetz. It is also very hard to see people at night
- As an avid runner and cyclist, it can be difficult to navigate a route from my home on Blackbird Trail to the Oak Leaf Trail. Puetz is very navigable to the east of 76th St., however, the roadway to the west is very narrow with minimal shoulder to walk/run/bike

#### Bad Idea

- I am not in favor of the pathway as I believe the money could be put to better use. People drive everywhere. There are just not that many people that walk or run. There will always be those who walk their dogs but they can continue to walk the dogs in their subdivisions
- I am definitely and strongly opposed to such a proposal for the following reasons
  - There is not enough information presented to understand the full project/impact
  - I'm afraid my shed would have to be torn down. That's the only reason I would vote bad idea.
- Traffic is heavy at late afternoon with people coming home
- Very busy road & speeding by cars. Never good for trick n treaters. People will get hit
- Culvert, loss of trees, trash, like the rural feel of the area
- Drainage, sump pump discharge, snow removal, changing way of life
- Involves maintenance for the city when it snows. If it was a sidewalk more work for the residents. Would feel less private in the area
- This is a traditionally rural road and should be preserved as such. There are many local parks and an extensive trail system east of 76th on Puetz (Oak Creek Parkway)
- Need to eliminate grassy areas/trees no matter which side of the road. Cost to build up existing and create new drainage ditches. So many other ways to walk the neighborhoods on either side of Puetz to get to either 76th or W St. Martins. Who will be responsible for maintaining and would that include snow removal? Will this take away personal property lot size and create public land from it (lowering property taxes city would receive)?

When asked if a pathway would be on the north or south side of the road, 13 responses (30%) preferred the north side, 16 (37%) preferred the south side, and 10 (23%) had no preference. The comments concerning this question are as follows for each option:

**North Preference:**

- *Apartments/Sr. Living/retail are planned for northside of Puetz-More population/people to use path & not cross Puetz. Less impact to existing established lawns/lots*
- *I vote north side so the pathway doesn't conflict with my shed*
- *Less culvert, less mail boxes on same side as city hall utility poles are further back*
- *Less road crossings to city buildings*
- *Like how the path was done down Church Street to St. Martins same side*
- *The north side of the street makes more sense so as not to disturb the beautiful large trees on the south side.*
- *Trees have already been trimmed*
- *Trees have already been trimmed*

**South Preference**

- *Electrical, hydrants, mail boxes on the north side*
- *I do not want to give permission to people to stand in my front yard or walk in it either!! My letter said meeting Not Open House*
- *I would prefer the pathway on the South side of Puetz as there seems to be more land available on that side( trees further back from the road in many places) and powerlines currently located on the north side*
- *Its easily accessible from our house*
- *Less intrusive to trees-wetlands and other infrastructure*
- *Less populated*
- *Mail boxes & electrical are on the southside*
- *Mail boxes, fire hydrants on the north side plus water drainage*
- *Open most of the way already*
- *Seems like this would be the easiest as utilities, mailboxes, fire hydrants, etc , are on the north side Updates on this project are appreciated!*
- *Shaded in summer because of trees. More available land for construction. Would be popular with dog owners.*
- *The city owns more property on the south side of the road*
- *The majority of houses that would access the walkway are south of the street*

**No Preference**

- *Seems that south side requires more tree removal, North side would require moving mailboxes*
- *Switch back & forth*

For Other Comments, in order of receipt

- *I'm in favor for a more safely connection of people to commute by bike or foot. I don't currently run this section because it is too dangerous*
- *I do think this is a good idea. Determining which side of the road will be a challenge as I'm sure you have already concluded We happen to live on the South side of Puetz Rd, needless to say, we would like to see the pathway on the North side of Puetz. That being said, I believe the people that live on the North side of Puetz will want the pathway to be on the South side of Puetz - understandably In reality the decision must be made by city leaders based on resulting safety for users of the pathway, cost and potential relocation of fire hydrants, mailboxes, utility poles and re-working of existing culverts I don't see this as being an inexpensive project and must wonder where the funding will be coming from.*



*What will be the cost to me personally? Will the city maintain the pathway and surrounding landscape? What will the annual maintenance costs be? My reservations, while very self-centered, is landscape maintenance and litter clean up that will result from increased bike and foot traffic. My home's back lot borders on the utility easement along the South side of Puetz Rd. The city has never mowed the lawn of the easement or cleaned up the litter, which has become my responsibility each time I mow the easement lawn. And finally, the increased pedestrian and bike traffic that will generate additional noise and people wandering in and through my yard to get to the pathway. Please take these issues into account as your/the City's team plans the pathway.*

- *We would use this for walking but only if the speed limit drops to 25 and speed bumps are installed strategically. Otherwise, we would be in serious danger for 50 mph cars regularly. I think this is a good idea because we need space as we are the "suburbs" to walk or bike. But this road is dangerous as the speed is now and the hills blocking views, etc.*
- *Please get the speed limits reduced. South roadway has several service roadways to accommodate pathway.*
- *1. The proposed pathway would reduce the square footage of my front lawn ( impacting the perceived value of my property ) if it were to be constructed on the south side of the road. 2 The proposed pathway, and resulting foot traffic, would increase noise and litter, and would significantly reduce my privacy, regardless of construction on the north or south side of the roadway. 3 The proposed pathway would create for me an extra burden of snow removal if constructed on the south side of Puetz Rd. 4 the proposed pathway would necessitate the removal of numerous valuable trees along Puetz Road, regardless of which side of the road that construction occurs. 5 The money allocated for construction would be much better spent on improving the road surface and obtaining equipment to monitor and enforce the speed limit, thereby increasing safety.*
- *I would say yes and probably on the north side of the road. I would be great if it could get safely connected to the current path down St. Martin's that goes out to Muskego.*
- *Concerned about any tree removal on South side. There are huge trees whose roots should not be disturbed. Remember shade for summer.*
- *I like the idea as long as it's on the south side of the road and Puetz isn't widened. No on parks on Puetz, plus don't want to encourage additional traffic.*
- *The concern is if there are other changes that are planned for this area i.e. widen roads to correspond with the pathway. What is the scope of the plan/change to understand the effect. Current and future proposed plans.*
- *It's my understanding there is a path soon constructed along St. Martins Rd which I support. I don't see a need for a path on Puetz. I'm worried my shed/structure near the road would be in conflict & need to be demolished. I do not want that to happen. I've not seen many pedestrians & I'll have enough to shovel with the new St. Martins Rd path. I don't think we need a path. I believe the funds required for this path could best be used elsewhere or keep our taxes low by not collecting these funds.*
- *As an avid runner/walker with a dog, I've tried to use Puetz as a route at times, often early in the morning when traffic is less, but have still found it unsafe for pedestrians due to the lack of a shoulder on the road and the hills that limit visibility.*
- *As an avid runner/walker with a dog, I've tried to use Puetz as a route at times, often early in the morning when traffic is less, but have still found it unsafe for pedestrians due to the lack of a shoulder on the road and the hills that limit visibility of oncoming traffic. During the evenings and weekends, there is actually quite a bit of traffic on Puetz which makes it pretty much unusable for pedestrians. In fact, we often have observed middle/high school age students using our side yard a pathway when trying to get to their friends' houses further west down Puetz, or possibly even the Walgreens all the way down on Loomis. Assuming the pathway is added, we would actually love to see it not end at 76th Street, but rather continue along Puetz to at least the Oak Leaf Trail east of 68th street, or possibly*

even south down the east side of 76th street allowing for connection to the baseball fields and Croatian Park. Again, great amenities close to us that are actually difficult to access by walking or bike at this time

- The hill is by far the worst section. To help, all the road must be widened. If the worry is just walkers, bikers and the budget, don't touch the road and cut a trail next to the ditch and asphalt it. By far the cheapest and most effective option. Just my 2 cents
- Concerned about traffic speed & Ped/Biker safety
- Widen Puetz Road, no shoulder makes it difficult to bike or walk, where the other side of 76th St is wide with bike lane and shoulder. Re-pave, slow down speeders. Crosswalk at 89th?
- Great improvements would be appreciated
- Only have seen 1 person walking occasionally on Puetz Rd
- Are you planning to widen the road?
- Please also consider extending the path from 35th & Puetz to 27th and Puetz. The intersection of Puetz & Hwy 100 is also very dangerous
- My thoughts on Puetz Pathway, if it was done I would use it to ride my bike up and down Puetz road. To me there is no question which side of the road it should be on, the south side, why the northside you have power lines, water lines & mail boxes & the pizza business on the northside of the road. Is the City of Franklin going to move all that or have cars going to the pizza place drive over the walking path, that would be unsafe for people using the walking path? Puetz road is a busy road, living on it for 27 years I have seen way too many speeders on it and have never seen someone stopped for speeding. The speed limit is 35, it should be 25, and it should have a few stop signs on it between 76th street and St. Martins Rd. How will this path be maintained, will it affect our taxes, in the winter who is responsible for removing the snow? I think the path is a good idea, I would use it a lot, but there is a lot of unanswered questions about it. You asked our opinion, now what happens, how will we be informed as to what's next? Thank you for your time and please keep us informed
- City hall needs a changing table. Who is going to do snow removal if the city owns behind my barn why are we having to mow it
- Would rather have a shoulder added to the road on Puetz would cost less for the city
- Don't want money taken away from essential services (Police, Fire, Etc ...) for Path on Puetz. Don't want a sidewalk on Southside (my Property), I don't want to maintain it (shoveling, litter). I purchased my property w/o sidewalk & am happy keeping it that way. Space between path & road should be non-mowable vegetation. Plant w/ natives/planting that don't need to be mowed & can control run-off from paved surface.
- I am opposed if I will be responsible for snow removal/maintenance. It needs to be a pathway not a side walk. I am also concerned if I would be responsible for assisting with paying for it. There would be service fee
- I meant to attend the meeting but couldn't make it and hope to give some input. I live in the Security Acres neighborhood, owning a home for 13 years. When I first bought I received mail with different designs for Puetz with sidewalks and never heard anything more. I'm actually shocked there's never been any sidewalks. Driving to work it's always dangerous when I see someone, especially children, walking down that road. I'm surprised nobody has been killed yet. A sidewalk is long overdue for traffic and safety. Also, on the subject, I'm also curious to why the stretch between 76th and Hwy 100 isn't completely a no passing zone. I've come close to accidents personally from someone dangerously passing. One time having to drive into a lawn to avoid a head on collision. Just an added observation
- The road is junk widen it and put sidewalks in like you intended 15 years ago. My service drive has turned to gravel, don't care about new comers wanting an easy access to the bike trail, kids don't use it. Lived in Franklin for 50 plus years this city turned to \*\*\*\*!!!

- *There are many other ways to get from 76th St. to W. St. Martins Rd walking thru subdivisions on either side of Puetz. I would walk small portions of a straight path along Puetz but never the whole stretch.*
- *As I've gotten older and now have a family that enjoys biking together, our travels to the Oak Leaf Trail take us to Margaret Lane, which parallels Puetz at that point. Unfortunately, my little bikers must then cross 76th St. with no crosswalk at the intersection of 76th /Margaret. More so, as we look ahead to having a middle school student in our family, there is the possibility that they may walk or bike to Forest Park, however, the thought of them being on Puetz for even a few blocks is somewhat terrifying without a better path of travel. The idea of a pathway on the south side of Puetz would offer a direct connection from those neighborhoods to the west of 76th St to the Oak leaf Trail and other neighborhoods that reside east of 76th St.*

Not included in the tally above is a response received via email from Ryan McMurtrie, EVP-Director of Development for United Financial Group, Inc. which owns approximately 52.63 acres of land directly east of the intersection of STH 36 (W. Loomis Rd.) and STH 100 (W. St. Martins Road) on the north side of W. Puetz Road. who wanted to provide the following response:

- *We think constructing a pathway along the W. Puetz Rd. corridor is a great idea as it will provide those living in the area with a safe way to walk throughout the neighborhood.*
- *We would prefer to see the pathway constructed along the north side of the road.*
  - *The 22.63 acres directly south of Brenwood Park Dr. and W. Highlands Park Ave. is currently approved for 286 units (154 age-restricted 55+ senior apartments and 132 high-end market-rate apartments) as PDD No. 31.*
  - *We have been in discussions with the City regarding a mixed-use concept plan for the 30-acres directly east of the intersection of W. Loomis Rd. and W. St. Martins Road since the summer of 2021 that is planned to include a public walking path through the wetlands on the eastern edge (directly west of PDD No. 31).*
  - *We would support a coordinated effort to connect the proposed W. Puetz Rd. corridor walking path with the proposed wetland walking path to provide existing and future residents with connectivity throughout the area. This would enable future sidewalks to be coordinated in a way to eventually expand pedestrian access even further.*
- *We would appreciate the opportunity to meet with you and other members of the City's planning and engineering staff in the future as we progress with refining our proposals for the 52.63 acres north of W. Puetz Rd.*

### **STAFF ANALYSIS**

Considering the solicited comments and observations made at the neighborhood meeting, Staff offers the following comments to answer some of the more common questions or concerns.

**Original Plans.** This segment of W. Puetz Road has long been anticipated to have the same cross section of the segment between S. 76<sup>th</sup> Street and S. 43<sup>rd</sup> Street. This would be a very expensive project and the City has been unable to find the funding to make this a reality. A sidewalk/pathway is a proposed option that is much less expensive or disruptive to the neighboring properties.

**Great Interest.** It is apparent that this issue is one of interest to the residents along W. Puetz Road and also the entire community and a pathway would be well used.

**Safety.** The existing road cross section does not accommodate bicycles or pedestrians. The shoulders drop off to wet ditches in many locations so widening the road is not an easy option.

**Road widening alternatives.** Although there are some comments to the contrary, it is apparent that pedestrian and bicycle use along the current condition of the roadway is a significant problem that needs a solution.

**Connectivity.** A pathway in this location would allow many neighborhoods to connect to the new pathway to be constructed along STH 100 (St Martins Road) on the western end. For the eastern end, S. 76<sup>th</sup> Street is more accommodating to pedestrians and bicyclist and the W. Puetz Road section east of S. 76<sup>th</sup> Street has wide shoulders to accommodate bicycles and pedestrians and also connects to the Milwaukee County Root River Branch of the Oak Leaf Trail.

**Road Configuration and Speed.** The often busy W. Puetz Road has some vertical curves (crests) that provide visual sight restrictions. The road is posted at 35 mph but numerous verbal comments were made that careless and fast vehicles often pass where passing is restricted. This segment of W. Puetz Road is an arterial and 35 mph is appropriate.

**Road Surface Condition.** Many noted the poor condition of the pavement. Resurfacing has been held off for many years in hopes of funding a larger road project. The resurfacing can no longer be delayed and a portion of the road has been prepped for the 2024 resurfacing program. No significant widening of the roadway is planned. Unfortunately, a smoother pavement will only exacerbate the speeding and careless drivers noted above. An alternative sidewalk/pathway will be even more needed after repaving.

**Natural Features.** Wetlands and trees are indeed a concern for any project and will need careful planning to minimize the impacts of a new sidewalk/pathway. Note that ditches will be addressed and trees will be trimmed in preparation of the paving program regardless of the decision to proceed with a pathway project.

**Snow Removal.** Many in opposition, and some in favor of a pathway, were concerned about wintertime snow removal obligations. The City's policy is that, with a few exceptions, residents are responsible for snow removal within 24-hours of a storm for a sidewalk. However, DPW will clear snow as part of the overall snow fighting responsibilities for a pathway. A pathway has been interpreted as a section that has a width that accommodates DPW equipment (minimum of 6-feet).

**Maintenance.** Regardless of a 5-foot concrete sidewalk or a 10-foot asphalt path, non-snow maintenance would not be the responsibility of the property owner but be the responsibility of the City.

**Pathway width.** As noted above, pathways have a minimum of 6-feet, but grant funding agencies would likely require an 8 or 10-foot pathway width.

**Land Acquisition.** Unlike needs for a road system, Wisconsin State Statutes do not allow condemnation of property for a trail/pathway. Therefore, if property were needed for a pathway, the property owner would have to be a willing seller. From recent WisDOT seminars, a road widening that includes a sidewalk would likely be allowed to proceed with condemnation- but definitely not a project specifically for a trail/pathway. If a decision is made to locate a path on a certain side that needs property from a property owner that is unwilling to sell, then accommodations that may include curbing, storm sewers would have to be considered.

**Right-of-way.** Generally, the City has ample right-of-way throughout the project to install a pathway. There are some pinch-points on both sides of the road that would be beneficial to purchase some parts of land and could, with some expense, be designed without impacting tight locations.

**Switching sides throughout the corridor.** Having a major pathway crossing a road like W. Puetz Road is not desirable. Staff would recommend that one side be selected, unless a crossing could be made at a controlled intersection that is not currently available in this segment.

**Assessments.** The City may / may not assess for any and all public improvements. Historically the City has not assessed for sidewalks/pathways in predominant residential areas. When assessments have been made for sidewalks/pathways in predominantly business areas, the municipal code allows for indefinite deferments to residential properties.

**Cost of the project to the Franklin taxpayers.** It is unknown how much a pathway project would cost at this time. It is unlikely that a sidewalk project for this area would receive a grant because there are no immediate connections to schools. However, a pathway project would likely be competitive for a grant considering the safety, connectivity, and other components. These grants would likely be 80% or 90% grant funds. In addition, the Park Impact Fees could cover 62% of the local funds needed. Therefore, the net cost to the city could be only 7.6% or 3.8% of the costs. If not in Franklin, these grant funds will be spent in other places so would not save the Franklin tax payers.

**Obstructions.** Power poles, mailboxes, and other obstructions are a consideration, but can be accommodated with a careful design.

**Side of the Road?** Staff believes that either side is constructible. It is not apparent that one side is substantially more/less expensive than the other. Both sides have challenges and advantages.

#### **OPTIONS**

- A. Direct Staff to start with project development for Grant applications (80% Transportation Alternative Program due on October 31, 2023).
- B. No Action. Place on file.
- C. Other direction to Staff.

#### **FISCAL NOTE**

This Puetz Pathway trail project, with a yet unknown budget, would be eligible for 62% park impact fees. The efforts of a consultant to prepare a budget are expected to be less than \$2,500 and can be covered in the existing 2023 Engineering budget (01-0321-5219).

#### **RECOMMENDATION**

Option A. Direct Staff to start development of a pathway project.

Engineering: GEM

|                                                                                               |                                                                                                                                                                                                                             |                                       |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| APPROVAL<br> | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                  | MTG. DATE<br>November 7, 2023         |
| Reports & Recommendations                                                                     | <b>A Resolution Supporting Wisconsin Department of Transportation - Transportation Alternatives Program (TAP) 2024-2028 Award Cycle for the W. Puetz Road Pathway From S. 76<sup>th</sup> Street to W. St. Martins Road</b> | ITEM NO.<br>Ald. Dist. 1 & 2<br>G.13. |

### **BACKGROUND**

On September 5, 2023, Common Council directed Staff to start with project development for Grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from S. 76<sup>th</sup> Street to W. St. Martins. Staff submitted the enclosed TAP grant application on October 27, 2023.



### **ANALYSIS**

The TAP application requires a "Local Resolution of Support". *There must be a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor (i.e., County Board, City Council, or Regional Planning Commission Policy Board). This resolution must be submitted prior to award... A copy of the resolution is due to the region no later than December 29, 2023.*

Note that the TAP application does NOT designate a side of the road to place the pathway. It is envisioned that unlike the S. 116<sup>th</sup> Street Trail, this Puetz Road project would obtain grant dollars to pay for the design at which time the decision would be made on north or south side of the road.

The attached resolution uses language from the WisDOT sample resolution and states that if awarded, the City would accept the grant.

### **OPTIONS**

- A. Authorize Resolution to support the Puetz Pathway project.
- B. No Action. Place on file. This option will nullify the grant application
- C. Table to another meeting prior to December 29, 2023. This option will allow continued discussion prior to the deadline.
- D. Other direction to Staff.

### **FISCAL NOTE**

This Puetz Pathway trail project, now has a design and construction budget of \$2,070,000 with \$1,656,000 grant (80%) and \$414,000 (20%) local funding. This project would be eligible for 62% park impact fees (\$256,680) leaving \$157,320 impact to the City's budget in 2024, 2025, and 2026. If awarded the grant, a budget amendment for the 2024 budget would need to be made.



**RECOMMENDATION**

Option A. Authorize Resolution 2023-\_\_\_\_\_ a resolution supporting Wisconsin Department of Transportation - Transportation Alternatives Program (TAP) 2024-2028 award cycle for the W. Puetz Road Pathway.

Engineering: GEM

STATE OF WISCONSIN :: CITY OF FRANKLIN :: MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

RESOLUTION SUPPORTING WISCONSIN DEPARTMENT OF TRANSPORTATION -  
TRANSPORTATION ALTERNATIVES PROGRAM (TAP)  
2024-2028 AWARD CYCLE FOR THE W. PUETZ ROAD PATHWAY  
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WHEREAS, the City of Franklin is committed to providing safe and accessible transportation options for its residents, including pedestrian and bicycle accommodations; and

WHEREAS, the City of Franklin recognizes the importance of active transportation infrastructure to enhance the quality of life and promote sustainable development within the community; and

WHEREAS, a section of W. Puetz Road, stretching from S. 76th Street to W. St. Martins Road, covering a distance of 1.3 miles, is a crucial arterial road connecting various neighborhoods and accommodating approximately 750 residential homes, condominiums, and apartment units; and

WHEREAS, the overwhelming public support for improved pedestrian and bicycle accommodations on W. Puetz Road has been demonstrated through public feedback, community engagement, and surveys; and

WHEREAS, the City of Franklin acknowledges the need to promote active transportation, reduce traffic congestion, and enhance safety for all road users; and

WHEREAS, the Transportation Alternative Program (TAP) through the Wisconsin Department of Transportation (WisDOT) provides an opportunity to secure an 80% grant to fund the development of a pathway on W. Puetz Road, making it safer and more accessible for pedestrians and cyclists; and

WHEREAS, the City of Franklin, Milwaukee County, Wisconsin, supports the TAP applications submitted to WisDOT for the 2024-2028 award cycle for the application of the W. Puetz Road Pathway.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Franklin, Wisconsin to commit to securing 20% matching funds if the grant funding is accepted and commits to securing funds for the design and WisDOT design review for the project; and

BE IT FURTHER RESOLVED by the by the Mayor and Common Council of the City of Franklin if the City is awarded funding by WisDOT for the 2024- 2028 TAP award cycle the Mayor of the City of Franklin is authorized and agrees to accept the award and hereby authorizes and empowers the Common Council to act on its behalf to enter into all necessary agreements with WisDOT for the above-referenced project, and agrees to comply with all applicable laws, requirements, and regulations as outlined in the WisDOT 2024-2028 TAP application materials, the state-municipal agreement between WisDOT and the City of Franklin, and any other program and/or project documentation.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.



APPROVED:

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

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

# SAMPLE WisDOT Resolution

*Municipality*

RESOLUTION NO. xx-xx

**A RESOLUTION OF THE *Municipality, Municipality's COUNTY*, WISCONSIN, SUPPORTING WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) AWARD CYCLE.**

**WHEREAS**, the *Municipality, Municipality's COUNTY*, Wisconsin, supports the TAP applications submitted to WisDOT for the 2024-2028 award cycle, said application for *describe project* and,

**WHEREAS**, the *Municipality's Board* members voted unanimously in support of the project at its meeting on *date*; and,

**WHEREAS**, the *Municipality* recognizes the WisDOT reimburse project sponsors for the federal share of eighty percent (80%) of the approved TAP project costs, up to the limit of the federal award amount; and,

**WHEREAS**, in light of the minimum twenty (20%) match requirement, the *Municipality's* commits to securing the matching funds if it accepts the grant funding and commits to securing funds for the design and WisDOT design review for the project.

**NOW, THEREFORE, BE IT RESOLVED** by the *Municipality's Board* for the *Municipality, Municipality's COUNTY*, Wisconsin, if the *Municipality* is awarded funding by WisDOT for the 2024- 2028 TAP award cycle the *Municipality* is authorized and agrees to accept the award and hereby authorizes and empowers the *Municipality Board* to act on its behalf to enter into all necessary agreements with WisDOT for the above-referenced project, and agrees to comply with all applicable laws, requirements, and regulations as outlined in the WisDOT 2024-2028 TAP application materials, the state-municipal agreement between WisDOT and the Municipality, and any other program and/or project documentation.

Adopted this date.

\_\_\_\_\_

\_\_\_\_\_

— —



## WisDOT 2024-2028

### Transportation Alternatives Program (TAP) Application

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

Review and utilize TAP guidelines and application instructions when completing this document.  
Visit the WisDOT TAP webpage (see link above) for more information and program resources.

**Applicants will be notified if their application is found ineligible.**

#### Application Type

Respond to the following questions to identify your application type:

Check the primary location of your project below (Select **only one** option below)

- ☐ Rural (Population less than 5,000)
- ☒ Urban (Population 5,000 – 50,000)
- ☐ Urban Metropolitan Planning Organization (MPO) (Population 50,000 – 200,000)  
Enter MPO Name Here MPO Priority (Due prior to Application Deadline): Priority Rank
- ☒ Urban Transportation Management Area [TMA] (Population greater than 200,000)

**NOTE:** If located primarily within a TMA area, select the appropriate TMA from the list below:

- |                                    |                                               |
|------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Appleton  | <input checked="" type="checkbox"/> Milwaukee |
| <input type="checkbox"/> Green Bay | <input type="checkbox"/> Round Lake Beach     |
| <input type="checkbox"/> Madison   |                                               |

#### Project Applicant Information

Name, Location of Public Sponsor and Sponsor Type:

Applicant Agency Name: **City of Franklin**

Application Type (Check appropriate box):

- Local government (check one): ☐ County ☒ City ☐ Village ☐ Town
- ☐ Regional transportation authority
- ☐ Transit agency
- ☐ State or federal natural resource/public land agency
- ☐ School district or school(s)
- ☐ Tribal Nation
- ☐ Non-Profit Organization

Project Title: **Puetz Road Pathway**

Describe location, boundaries and length of the project: **W. Puetz Road from S. 76<sup>th</sup> Street to W. St Martins Rd**

County: **Milwaukee**

Street Address of Project (if located on a highway or road): **8865 S. 76<sup>th</sup> St to 9710 W. St. Martins Road**

#### Project Contact Information

Primary Applicant Agency Contact Information:

**IMPORTANT:** Contact listed here must represent the agency who is beholden to the federal grant.

Name: **Glen Morrow** Title: **City Engineer** Street Address: **9229 W Loomis Road** Phone: **(414)425-7510**  
Municipality: **Franklin** State: **WI** Zip: **53132**  
E-mail: **gmorrow@franklinwi.gov**

**Secondary Applicant Agency or Private Organization Contact Information (if applicable):**

**NOTE:** Contact WisDOT if your proposal includes ineligible entities or public-private partnerships

Organization / Agency Name: **N/A**

Name:                      Title.                      Street Address.                      Phone (    )    -  
Municipality:                      State **WI**    Zip:  
E-mail

**Head of Agency/Signatory Contact Information:**

Organization / Agency Name **City of Franklin**

Name. **John Nelson**    Title **Mayor**    Street Address **9229 W Loomis Road**    Phone. **(414) 425-7500**  
Municipality **Franklin**    State: **WI**    Zip: **53132**  
E-mail: **jnelson@franklinwi.gov**

**Proposed Activity**

**Activity Questionnaire:**

Using the checkboxes below, identify your project type:

- ☒ Bicycle-Pedestrian (BP)    ☐ Planning Study    ☒ Infrastructure
- ☐ Construction of Turnouts, Overlooks, and Viewing areas (TOV)
- ☐ Historic Preservation and rehabilitation of historic transportation facilities (HP)
- ☐ Safe Routes to School (SRTS)  
☐ Planning Study    ☐ In-School Programing    ☐ Infrastructure    ☐ TAP STARS (See Page A – 9)

Please Note. Applicants proposing a project within the SRTS eligibility category MUST complete the 'School Demographics' and 'Safe Routes to School Plan' sections on page A-6 below.

**Brief Project Summary (100 words or less)** Provide a brief project summary in the field below. This information should adequately describe the scope of your project but should not be as detailed as narrative question #1

This separated pathway project will accommodate bicycle and pedestrians for a busy arterial road with no shoulders and ditches with nearby wetlands. A public meeting was held and well attended by the adjacent property owners. Most agree that the segment of road is unsafe and a pathway is needed, however the side of the road (location) needs to be studied. This pathway will connect many residential neighborhoods (approximately 750 homes/condos/apartments) to a 10-foot pathway on STH 100 under development by WISDOT.

### Project Benefit

Check all applicable project benefits, then describe in application narrative

- ☒ **ENVIRONMENTAL**
  - ☒ Increases likelihood of modal shift to biking, walking or transit from utilitarian car travel
  - ☒ Increases access and connection to the natural environment
- ☒ **PUBLIC HEALTH** - Project would have a demonstrable impact upon public health of applicant community
- ☐ **ECONOMIC JUSTICE** - Project would go beyond community enhancement to address a specific "communities of concern," including elderly, disabled, minority, and low-income population? The project within ½ mile of affordable housing complex(s). The project improves low-income access to transit, jobs, education, and essential services.
- ☒ **SAFETY** - Project addresses a specific safety concern. The project contains or addresses:
  - ☐ Collision data
  - ☒ Lack of adequate safe crossing or access
  - ☒ Lack of separated facility
  - ☒ High speed/volume
  - ☒ Provides sidewalk or pathway, with curb-cuts
  - ☐ Provides bike lanes, markings, and signage
  - ☐ Implements traffic calming measures
  - ☐ Signage, warning light devices, and/or markings directed to safety concern
  - ☐ Provides crosswalk enhancement (striping, refuge island, RRFB signal, etc.)

For SRTS Projects there is:

  - ☐ Documented bike/pedestrian crash involving school age children or crossing guard at arrival/dismissal times near the school
  - ☐ Crossings of state highways, main arterial roads or other high speed or high traffic volume roads
  - ☒ Lack of bicycle and pedestrian facilities or lack of connectivity of facilities that do exist
  - ☒ High level of parental concern documented in survey data
  - ☐ Few or no children who live within 1 mile walk or bike. Busing may be offered to everyone because of documented hazards.
  - ☒ Children are walking but application shows that unsafe conditions exist.
- ☐ **HISTORICAL AND/OR PRESERVATION SIGNIFICANCE** - Project would have strong historical or preservation benefit
- ☐ **ECONOMIC DEVELOPMENT** - Project facilitates economic development by increasing bicycle/pedestrian traffic in commercial corridors or by creating a destination that will help retail

### Local Resolution of Support

There is or there will be a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor (i.e., County Board, City Council, Village/Town Board, or Regional Planning Commission Policy Board).

☒ Yes ☐ No

Please note that a resolution is **required** for an application to be eligible, which means a **copy of the resolution** should be submitted to the **Region Local Program Manager** no later than **5:00 PM December 29, 2023**.

### WisDOT History of the Project Area

Is the proposed project on a State Highway?

☐ Yes ☒ No

Name of State Highway:

Does the proposed project intersect a State Highway?

☒ Yes ☐ No

Name of State Highway: STH 100

Has there been, or will there be a road improvement project in this project area?

☒ Yes ☐ No

If yes, year: 2024

If yes, Check All:

☒ State Highway Project ☐ STP ☐ Local Bridge ☐ LRIP  
☒ Pavement Replacement ☐ Reconstruction ☐ New Construction

Describe:

### Existing Facilities & Projects that Impact the Proposed Project

Rail Facilities:

Does a railroad facility exist within 1,000 feet of the project limits?

☐ Yes ☒ No

If yes, specify: *Choose an item.*

If yes, does the project physically cross a rail facility?

☐ Yes ☒ No

Will an easement from OCR be required?

☐ Yes ☒ No

Is the proposed project location in an area with known safety issues?

☐ Yes ☒ No

If yes, specify: (consider applying for Highway Safety Improvement Program (HSIP) funds if applicable)

Is this project on or parallel to a local road or street?

☒ Yes ☐ No

If yes, provide the name of the road or street: **W. Puetz Road**

Does this project cross a state highway?

☐ Yes ☒ No

Does this project run parallel to a state highway?

☐ Yes ☒ No

If yes to any of these questions attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable). Examples are available in [FDM15-1-5](#) attachment [5.3](#) of the WisDOT facilities Development Manual.

Will this project be constructed as part of another planned road project?

☐ Yes ☒ No

If yes, specify who is responsible for the project (state, county, or local) and when the road project is scheduled for construction: Enter Project Owner and Construction Schedule Here.

If yes, specify the source (federal, state, local, or other) and provide additional details such as state/federal project IDs. Provide Additional Detail Here

Will any exceptions to standards be requested?

☐ Yes ☒ No

If yes, provide a brief description of the exceptions that may be requested:

### Real Estate (RE) /Right of Way (ROW)

**PLEASE NOTE:** It is recommended that local funds be used to acquire right of way WisDOT recommends applicants review of the real estate webpage at:



<https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/lpa-re-info.aspx>.

Was any real estate acquired or transferred in anticipation of this project? ☐ Yes ☒ No

If yes, please explain.

List any other funding (past or present) used within the proposed project limits (i.e., DNR Stewardship)

Is ROW acquisition anticipated for this project? ☒ Yes ☐ No

**If yes, provide a brief description of the property anticipated for acquisition and check all boxes that apply to ROW acquisition for this project:**

*Unknown if pathway would hug the roadway or additional ROW be purchased for a few properties*

☒ **Less than ½ acre** ☐ **More than ½ acre**  
☐ **Parklands** ☐ **Large parcels** ☐ **Temporary interests**

Is the project on existing state-owned highway right of way (ROW)? ☐ Yes ☒ No

If yes, have you contacted the WisDOT Regional Access Section to inform them of proposed facility within state right of way? ☐ Yes ☒ No

If yes, please explain what has been done to date. **this will connect to a pathway under design by WisDOT for STH 100.**

**If right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation. Refer to Section 11.2, Records Management, found in the *Local Program Real Estate Manual (LP RE Manual)*:

<https://wisconsindot.gov/dtsdManuals/re/lpa-manual/lpa-manual-2022-Final.pdf>

If right of way was acquired in anticipation of this project, did the acquisition contain any buildings or relocation? ☐ Yes ☐ No

If right of way is required, will acquisition occur through a transfer of an adequate interest in real property? ☐ Yes ☐ No

**For real estate questions, please contact Abby Ringel, WisDOT Local Public Agency Real Estate Statewide Facilitator, at (920) 492-7708 or [abigail.ringel@dot.wi.gov](mailto:abigail.ringel@dot.wi.gov).**

### Environmental/Cultural Issues

|                               |                                         |                                        |                                           |
|-------------------------------|-----------------------------------------|----------------------------------------|-------------------------------------------|
| Agriculture                   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Investigated |
| Comments:                     |                                         |                                        |                                           |
| Archaeological sites          | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Investigated |
| Comments:                     |                                         |                                        |                                           |
| Historical sites              | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Investigated |
| Comments:                     |                                         |                                        |                                           |
| Designated Main Street area   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Investigated |
| Comments:                     |                                         |                                        |                                           |
| Lakes, waterways, floodplains | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Investigated |
| Comments:                     |                                         |                                        |                                           |
| Wetland                       | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <input type="checkbox"/> Not Investigated |
| Comments:                     |                                         |                                        |                                           |

|                                           |                              |                                        |                                                      |
|-------------------------------------------|------------------------------|----------------------------------------|------------------------------------------------------|
| Storm water management                    | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Not Investigated |
| Comments:                                 |                              |                                        |                                                      |
| Hazardous materials sites                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Investigated |
| Comments:                                 |                              |                                        |                                                      |
| Hazardous materials on existing structure | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Not Investigated |
| Comments:                                 |                              |                                        |                                                      |
| Upland habitat                            | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Not Investigated |
| Comments:                                 |                              |                                        |                                                      |
| Endangered/threatened/migratory species   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Not Investigated |
| Comments:                                 |                              |                                        |                                                      |
| Section 4(f)                              | <input type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> Not Investigated |
| Comments:                                 |                              |                                        |                                                      |
| Section 6(f)                              | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Not Investigated |
| Comments:                                 |                              |                                        |                                                      |
| Through/adjacent to tribal land           | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Not Investigated |
| Comments:                                 |                              |                                        |                                                      |

### Miscellaneous Issues

#### Construction Schedule Restrictions (trout, migratory bird, local events)

**Local Force Account (LFA):** Will the proposed project utilize municipal employees to complete any portion of the construction activities? ☒ Yes ☐ No

If yes, explain the desired LFA portion of the project. **tree clearing and grubbing**

NOTE: LFA work must include labor, equipment and materials. The purchase of materials only is not considered to be a legitimate project.

NOTE: Please review WisDOT TAP Guidelines for restrictions on certain LFA work as of July 1, 2015.

#### Maintenance (only complete this section if project involves infrastructure improvement):

Will the facility be maintained for year-round bicycle-pedestrian access? ☒ Yes ☐ No

If no to the above question & a trail, will snowmobile use be permitted in winter? ☐ Yes ☐ No

If yes to the previous question, provide comment:

Anticipated fee for trail use: ☐ Yes ☒ No

If yes to the previous question, provide comment:

Anticipated equestrian use on trail ☐ Yes ☒ No

If yes to the previous question, provide comment

**Other Funding Sources:** Has the municipality anticipated, requested or previously received other federal or state funding from WisDOT for the improvement? ☐ Yes ☒ No

If yes, please indicate all the other funding sources that are anticipated, have been requested or previously received with the associated project ID(s):

|                                           |                                      |                                    |              |
|-------------------------------------------|--------------------------------------|------------------------------------|--------------|
| Highway Safety Improvement Program (HSIP) | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID. |
| Local Roads Improvement Program (LRIP)    | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID. |
| Railroad Programs                         | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID  |
| Surface Transportation Program – Rural    | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID: |
| Surface Transportation Program - Urban    | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID  |
| CMAQ                                      | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID  |
| Carbon Reduction Program (CRP)            | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID. |



|                                                            |                                      |                                    |                          |
|------------------------------------------------------------|--------------------------------------|------------------------------------|--------------------------|
| Transportation Enhancements Program                        | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID              |
| Bicycle & Pedestrian Facilities Program                    | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID.             |
| Safe Routes to School                                      | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID              |
| Transportation Economic Assistance Program                 | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID              |
| Flood Damage Aids                                          | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID.             |
| State Funding (Describe)                                   | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID.             |
| Other                                                      | <input type="checkbox"/> Anticipated | <input type="checkbox"/> Requested | Approved ID              |
| Is project identified in a long-range transportation plan. | <input type="checkbox"/> Yes         | <input type="checkbox"/> No        | If Y, link to plan _____ |
| Is project identified in a bicycle-pedestrian plan?        | <input type="checkbox"/> Yes         | <input type="checkbox"/> No        | If Y, link to plan _____ |
| Is project identified in an outdoor recreation plan        | <input type="checkbox"/> Yes         | <input type="checkbox"/> No        | If Y, link to plan _____ |
| Is project identified in a comprehensive plan              | <input type="checkbox"/> Yes         | <input type="checkbox"/> No        | If Y, link to plan _____ |
| Is project identified in any other planning document       | <input type="checkbox"/> Yes         | <input type="checkbox"/> No        | If Y, link to plan _____ |

**Other Concept Notes:** Provide any additional relevant project information that has not been covered in another section of the application.

**School Demographics (Complete ONLY if submitting a project within the SRTS eligibility category)**

**What is the name(s) and demographics for each school affected by the proposed program or project?**

**Optional:** Alternatively, SRTS project applicants may submit a narrative response/attachment 1 detailing school demographics provided that all fields below are answered in such attachment.

School name \_\_\_\_\_ School population: \_\_\_\_\_ Grades of students at school: \_\_\_\_\_

Estimated number of students currently walking to school (if known) \_\_\_\_\_

Estimated number of students currently biking to school (if known): \_\_\_\_\_

Does the school have any policies related to walking or biking? \_\_\_\_\_

Distance eligibility for riding a bus \_\_\_\_\_ Number of children not eligible for busing: \_\_\_\_\_

Number of students eligible for busing because of a hazard situation: \_\_\_\_\_

Percentage of students living within one mile of the school \_\_\_\_\_

Percentage of students living within two miles of the school \_\_\_\_\_

Percentage of students eligible for free or reduced-cost school meals \_\_\_\_\_

Community(s) served by school. \_\_\_\_\_ Community(s) population: \_\_\_\_\_

**Safe Routes to School Existing Planning Efforts (Complete if submitting an SRTS project)**

**Does your school or community have a Safe Routes to School plan?** ☐ Yes ☐ No

If yes, can it be viewed online? ☐ Yes, the website address is \_\_\_\_\_ ☐ No, it is attached with the application

If no, please describe, **in no more than 400 words**, any SRTS-related planning efforts undertaken by the school or community.

**CONFIDENTIAL INFORMATION**

**Project Costs, Priorities, and State Fiscal Years:**

Complete the table below for the appropriate fiscal years of the application/project cycle (2024-2028) If a sponsor proposes to construct a project in phases throughout multiple years, schedule the project costs as appropriate and provide further details in the project description. In addition to the table below, **attach a detailed breakdown of project costs in Microsoft Excel**. This detailed breakdown must clarify assumptions made in creating the budget such that a third-party reviewer would be able to substantiate the assumptions

**Submit a separate application and budget for each project or stand-alone project segment for which you are willing to accept funding**, or for a bike/pedestrian trail section that could function as a separate facility Project requests are not considered for partial funding.

#### Project Cost Guidelines:

WisDOT suggests the following cost minimums all proposed TAP projects.

|                                   |                                                                                                                  |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------|
| Infrastructure projects           | Minimum project cost of \$300,000, including any design work. \$100,000 minimum for federally funded real estate |
| Non-Infrastructure projects       | Minimum project cost of \$50,000                                                                                 |
| STARS-Eligible Non-infrastructure | Minimum project cost of \$20,000<br><i>See Program Guidance materials for additional information</i>             |

Applicants may work with the Local Program Manager within their region for assistance to estimate costs more accurately. All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches Also, WisDOT Region staff may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate

**NOTE: Requesting design and construction projects in the same fiscal year is not allowed.**

#### Project Prioritization:

TAP Applicants are advised that submitting multiple applications is welcome However, WisDOT is limited in its ability to award projects based on, funding availability, existing schedules, and selection committee discretion If a sponsor is submitting more than one project the sponsor must rank each project in priority order, e g , 1 (highest priority) to 5 (lowest), for the local priority among five projects Local ranking will be used as a guide in project selection. **Project Priority: 1**

#### Project Delivery Method:

Briefly describe the preferred method of project delivery (i e., consultant contract, local delivery, etc )

##### Delivery Method:

☒ **Construction:**

**Basis for Construction Estimate:** ☒ Itemized ☐ Per Square Foot ☐ Past Projects  
☐ Other, please specify

**Schedule Preference:** ☒ FY 2025 ☒ FY 2026 ☐ FY 2027 ☐ FY 2028

##### Construction (minimum \$300,000):

|                                                            |                    |
|------------------------------------------------------------|--------------------|
| Federal Share of the Participating Construction Cost (80%) | <b>\$1,280,000</b> |
| Local Share of the Participating Construction Cost (20%)   | <b>\$320,000</b>   |

|                                                                           |               |                    |
|---------------------------------------------------------------------------|---------------|--------------------|
| Non-Participating Construction Cost (100% Local)                          |               | \$                 |
| <b>A. Subtotal Construction Costs:</b>                                    |               | <b>\$1,600,000</b> |
| <b>B. State Review for Construction:</b> (Contact WisDOT Region)          | Percentage: % | \$                 |
| <b>C. Construction Engineering Costs:</b>                                 |               | <b>\$115,000</b>   |
| <b>Construction with State Review Cost Estimate</b> (sum lines A, B, & C) |               | <b>\$1,715,000</b> |

☒ **Design:**

☐ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**  
☒ 80% Federally Funded ("state review only" projects are not allowed)

☒ FY 2024    ☒ FY 2025    ☐ FY 2026    ☐ FY 2027

|                                                                   |               |                  |
|-------------------------------------------------------------------|---------------|------------------|
| <b>A. Plan Development</b> (Contact WisDOT Region)                | Percentage: % | <b>\$320,000</b> |
| <b>B. State Review for Design</b> (Contact WisDOT Region)         | Percentage: % | <b>\$15,000</b>  |
| <b>Design with State Review Cost Estimate</b> (sum lines A and B) |               | <b>\$20,000</b>  |

☐ **Real Estate:** (Recommend funding with local funds.)

☒ FY 2024    ☐ FY 2025    ☐ FY 2026    ☐ FY 2027

**Total Real Estate Cost** (round to next \$1,000) \$

☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility.)  
Recommend funding with local funds.

☐ FY 2024    ☐ FY 2025    ☐ FY 2026    ☐ FY 2027

**Total Utility Cost** (round to next \$1,000) \$

☐ **Other:** (Planning Studies, SRTS Programing, etc.)

☐ FY 2024    ☐ FY 2025    ☐ FY 2026    ☐ FY 2027    ☐ FY 2028

**Total Other Cost** (round to next \$1,000) \$

☐ **TAP STARS APPLICATION (SRTS Activities-Only)**

WisDOT encourages rural (< 5,000 in population, outside of MPO borders) school districts and other eligible entities to consider applying for a TAP STARS project. While all activities are consistent with a traditional TAP project, TAP STARS allows new program participants to select from a list of pre-assembled TAP SRTS project templates.

To **confirm TAP STARS eligibility**, find your community on the TAP STARS GIS map linked below:  
<https://wisdot.maps.arcgis.com/apps/webappviewer/index.html?id=381e0ea4576f48c3bd302e60cf291384>

See the TAP STARS Proposal Addendum for SRTS project templates: <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

☐ FY 2024    ☐ FY 2025    ☐ FY 2026    ☐ FY 2027    ☐ FY 2028

**TAP STARS TEMPLATE:** ENTER OPTION #

**Total TAP STARS Cost** (round to next \$1,000) \$

**NOTE:** WisDOT Policy link: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>.

**NOTE:** WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors

## **Narrative Response**

Provide a narrative response attachment answering questions 1 through 5, making sure to provide information in response to each sub-question. Please limit the response to three (3) double-spaced pages, using a minimum 11-point font size.

### **1. PROJECT DESCRIPTION AND OVERVIEW.**

This is an expanded summary based on page A-2 of the application. It is a general overview of the project, including type of facility or project, location (please attach a location map or maps) and any other information about the project. It is brief

### **2. PROJECT PLANNING & PREPARATION & LOCAL SUPPORT**

Describe the degree to which this project was planned for and the local support and commitment for the project. If this project is part of a plan (bike-pedestrian plan, safe routes to school plan, transportation plan, comprehensive plan, etc.), describe that plan and the project's priority in that plan. If this is a planning project, describe how this project will be integrated into other efforts. For SRTS projects, describe walk/ bike audits, parent surveys and data on crashes that support the selection of this project.

### **3. HISTORY OF SPONSOR SUCCESS, DELIVERABILITY AND COMMITMENT TO MULTIMODAL**

How will the project be implemented on time? What obstacles or problems must be overcome to implement this project, and considering project obstacles, describe how the project sponsor will comply with state law and policy requiring project commencement within four years of the award date, and project completion within approximately six years? Please describe prior experience with other multimodal projects and success in delivering those projects in the year in which they were scheduled. For example, were you able to deliver the project in the year it was programmed? Have you ever had to turn back awarded federal funds? Please explain. If problems were experienced in the past, what will be done on this project to ensure successful completion? Describe the project sponsor's commitment to multimodal programs and facilities generally like a complete street ordinance, advisory committees, or inclusion of multimodal accommodations in any other local program projects.

### **4. PROJECT UTILITY & CONNECTIVITY**

#### **For Infrastructure Projects**

Describe the degree to which this project serves utilitarian rather than recreational purposes and how, if at all, the project adds connectivity to the state's multi-modal transportation network, including bicycle, pedestrian, and transit facilities. Describe how, if at all, the proposed project would connect to these existing land uses: park, school, library, public transit, employment and/or retail centers, residential areas, others. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

#### **For Planning Projects**

Implementation of plan would serve a broad geographic area and adds connectivity to the state's multimodal transportation network. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

#### **For Safe Routes to School Programming Projects**

Will the project get a higher percentage of children walking and biking to school - addresses clear safety problems for children already walking/biking. Address the following desired outcomes reduction in parent concerns that keep them from allowing children to walk/bike, potential for changes in hazard busing; change in policy limiting walking/biking to school; increased school commitment to promoting walking/biking; improved driver behaviors in the school zone, making it more appealing for children to walk/bike, more law enforcement participation in walking/biking issues

**5. PROJECT BENEFIT- ENVIRONMENTAL, LIVABILITY, ECONOMIC JUSTICE, PUBLIC HEALTH, HISTORICAL PRESERVATION, ECONOMIC DEVELOPMENT, AND SAFETY**

*NOTE: A TAP project should contribute to a community benefit. No applicant's project is expected to contribute to all the benefits listed on A-3 of the application, but a project that contributes to more than one benefit or has significant impact on a particular benefit will receive more points*

Describe the benefits likely derived from the proposed project, this description should correspond to the project benefit section on page A-3.

**Key Program Requirements Confirmation**

Please confirm your understanding of the following project condition by **typing your name, title and initials** at the bottom of this section. **A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.**

**WisDOT will deem ineligible any application that does not provide confirmation to this section.**

- a. Private organizations proposing projects must have a public project sponsor such as a local government unit
- b. The project sponsor or private partner must provide matching dollar funding of at least 20% of project costs
- c. This is a reimbursement program. The project sponsor must finance the project until federal reimbursement funds are available.
- d. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or other costs that are ineligible for federal reimbursement. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly executed officers or officials, agrees and authorizes the state to set off and withhold the required reimbursement amount as determined by the state from any monies otherwise due and payable by the state to the municipality
- e. The project sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding
- f. The project sponsor will follow the applicable federal and state regulations required for each phase of the project. Some of these are described in the Guidelines. The requirements include, but are not limited to, the following: a Qualifications Based Selection (QBS) process for design and engineering services (Brooks Act), real estate acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments, competitive procurement of construction services; Davis Bacon wage rates on federal highway right-of-way projects, WisDOT FDM & Bicycle Facilities Handbook, ADA regarding accessibility for the disabled, MUTCD regarding signage, U.S. Department of the Interior standards for historic buildings. Each WisDOT Region can provide copies of the current *Sponsor's Guide to Non-Traditional Transportation Project Implementation*, and references for sections of the Facilities Development Manual (FDM) and other documents necessary to comply with federal and state regulations. **Applicants who plan to implement their projects as Local Let Contracts using the Sponsor's Guide must become certified that they are capable of undertaking these projects.**

- g. Snowmobile use is **only allowable by local ordinance**. Trail fees may only be charged on a facility if the fees are used solely to maintain the trail. WisDOT reserves the right to require that facilities be snowplowed as part of a maintenance agreement where year-round use by bicyclists and pedestrians is expected
- h. For infrastructure projects, the project sponsor agrees to maintain the project facility. Failure to maintain the facility, or sale of the assets improved with FHWA funds prior to the end of its useful life, will subject the sponsor to partial repayment of federal funds or additional stipulations protecting the public interest in the project for its useful life
- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. The project sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of Design and Construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same match requirements 80% / 20% match requirements
- k. Projects that are fully or partially federally funded must be designed in accordance with all applicable federal design standards, even if design of the project was 100% locally funded.
- l. As the project progresses, the state will bill the project sponsor for work completed that is ineligible for federal reimbursement. Upon project completion, a final audit will determine the final division of costs as between the state and the project sponsor. If reviews or audits reveal any project costs that are ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- m. \*\*\*For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding only for state review of design projects.
- n. The project sponsor acknowledges that the requisite project commencement requirement and that failure to comply with the applicable commencement deadline will jeopardize federal funding. Commencement is within four years of the date of the project award. The project must be commenced within four (4) years of the project award date according to Sec. 85.021, Wis. Stats. For construction projects, a project is commenced when construction is begun. For planning projects, a planning project is commenced when the planning study is begun. For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field
- o. The project sponsor acknowledges that the requisite project completion timeline for approved TAP projects will be memorialized in a state-municipal agreement, and failure to comply with the applicable project timeline will jeopardize federal funding
- p. Federally funded transportation construction projects, with the exception of sidewalks, are likely improvements that benefit the public at large. Improvements of this type cannot generally be the basis of levying a special assessment pursuant to Wis. Stat. § 66.0703. Municipalities who wish to obtain project funding via special assessment levied against particular parcels should seek advice of legal counsel. See *Hildebrand v. Menasha*, 2011 WI App. 83

Please confirm your understanding of the following project condition by typing your name, title and initials at the bottom of this section. A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications

I confirm that I have read and understand project conditions (a) through (o) above

Name Glen E. Morrow

Title City Engineer

Accepted (please initial here): GEM

### Fiscal Authorization and Signature

Application prepared by a consultant ☐ Yes ☒ No  
If yes, consultant information and signature required below

Consultant Company Name: \_\_\_\_\_ Company Location (City, State): \_\_\_\_\_

Consultant Signature (electronic only): \_\_\_\_\_

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

**NOTE:** On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project. A municipality could start their consultant selection process early enough and make the application part of the scope of services with the understanding that all costs incurred prior to authorization will be the responsibility of the local municipality. See FDM 8-5 for additional information.

Sponsor Agency: **City of Franklin**

Contact Person: **Glen Morrow**  
(Designee)

(Note: must be Head of Government or

Title: **City Engineer**

Address: **9229 W. Loomis Road**

Telephone: **414-425-7510**

Email: **gmorrow@franklinwi.gov**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below are confirming that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only): **Glen E. Morrow**

Date: **10/27/2023**

### See Final Page for Application and Attachments Checklist

#### Application and Attachments

Submit applications and attachments utilizing the contact information contained in the corresponding TAP Pre-Scoping Application Instructions. Applicants must **submit eligible applications on or before 5PM on October 27, 2023**, and must include the following documents:

- ☒ A completed application **in Microsoft Word format**
- ☒ Narrative Response: maximum of **three double-spaced pages, 11-point font size with 1-inch margins**
- ☒ Cost Estimate Detail as required in the 'Project Costs and Dates' section of this application
- ☒ For infrastructure projects, a project map (Size 8½ by 11, standard letter)
- ☐ A **local resolution of support** for the proposed project (Due by December 29, 2023)
- ☐ If **right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation (**see page A-4**)

#### OPTIONAL Attachment

- ☒ If **proposed project crosses or runs parallel to a local road, street, or state highway**, attach a typical cross-section of the existing roadway with right of way, travel lanes, shoulder, and sidewalk (if applicable)

☐ SRTS School Demographics Information

**WisDOT Information – Shaded area to be completed by WisDOT staff only.**

**FOR WISDOT USE ONLY –This information must be entered on the spreadsheet and on the application.**

WisDOT Region comments on application, including eligibility concerns:

Region Reviewer's Name:

Reviewer's Title:

Date Received.



**City of Franklin – W. Puetz Road Pathway (S. 76<sup>TH</sup> Street to W. St Martins Road)**  
**WisDOT 2024-2028 Transportation Alternatives Program (TAP) Application - Narrative**

W Puetz Road from S. 76<sup>th</sup> Street (Milwaukee CTH U) to W St Martins Road (STH 100) is a 1.3-mile arterial road serving approximately 750 residential homes/condos/apartment units. Not only is the pavement in poor condition, but the shoulders are primarily nonexistent, there are vertical curve vision restrictions, there are wetland features in roadside ditches, and many utilities are crowding the edge of the road.

This section of road has been submitted multiple times for the transportation improvement program to widen, improve visibility, and accommodate bicycles and pedestrians, but this segment of road does not compete well with the other road projects within the Milwaukee urbanized area. The City decided that the pavement condition can no longer wait and must be addressed. This segment was included in the 2024 budget to be repaved with local budget and without expansion or improving vertical sight distances. To provide accommodations for pedestrian and bicycles, the public was invited to provide comments on a potential separated pathway along this segment. There was an overwhelming response to a request for comments and most of the respondents are in favor of a pathway. Of the 43 responses, 28 (65%) believe that a pathway along this corridor is a good idea, 12 (28%) believed it is a bad idea and 3 (7%) had no opinion. 16 responses said that they would use this for bicycling, 24 said that they would use it for walking, and 10 would not use it.

However, there is not a clear-cut preference on the side to place the pathway. Both sides have complex design issues to consider in determining the easiest path for construction. There are 42 parcels along the south side of this road segment and at a glance, there appear to be 11 parcels that might need to sell additional right-of-way if the pathway were to be located on the south side. Similar for the north side, there are 43 parcels with 13 parcels that might need to sell additional right-of-way if the pathway were located on the north side. If there are unwilling sellers, the City would pull the pathway closer to the roadway and stay within the existing right-of-way.

***City of Franklin – W. Puetz Road Pathway (S. 76<sup>th</sup> Street to W. St Martins Road)***  
***WisDOT 2024-2028 Transportation Alternatives Program (TAP) Application - Narrative***

Many of the responses discussed how unsafe this section of roadway is and it is unfortunate that automobiles must be used to travel instead of walking or the use of their bicycles. This project will provide connectivity for the approximate 750 homes/condominiums/ apartments to the rest of the City. Under development is a 10-foot separated pathway for STH 100 (from S. 60<sup>th</sup> Street to W. St. Martins Road (WisDOT project ID 20401573) that WisDOT is constructing for the City. WisDOT is also providing other pathways around Franklin at cost to the City, including STH 36 (ID 22400078), USH 241 (ID 22650971), and USH 45 (#20402170). Franklin is presently completing the 116<sup>th</sup> Street Pathway project (ID 9760072) using CMAQ funding for construction only. Providing funds for these other pathways necessitates Franklin's need for TAP funding for this W. Puetz Pathway project. With the construction of this proposed pathway along W. Puetz Road in conjunction with the aforementioned WisDOT projects, residents both living off W. Puetz Road or commuting through via W. Puetz Road will be able to commute by bicycle or by walking. These pathways will provide connectivity to and from Greendale, Hales Corners, Muskego, and the Milwaukee County Oak Leaf Trail system. This specific pathway in unison with the overall connectivity will increase the likelihood of residents adjacent to and nearby W. Puetz Road electing alternative modes of transportation (bike, walking, etc). Additionally the improved connectivity throughout the City with this project and the related WisDOT projects have the potential to provide a demonstrably positive impact to the public health of the Franklin community.

Because of the various complexities to this project, a consultant has provided an independent construction cost estimate of the pathway for approximately \$1.6 million. It is anticipated that the design will be 20% (\$320,000) and the construction administration would be at least 7% (\$115,000). The project costs would total \$2,035,000.



55 East Monroe Street  
Suite 2850  
Chicago, IL 60603  
312.424.0250 T  
[www.concord-cc.com](http://www.concord-cc.com)

# City of Franklin

## Franklin Puetz Rd Bike Path 76th St-St. Martins Rd

Franklin, WI

### Conceptual Estimate

September 29, 2023

Project: 2023A166

#### Prepared For:

City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132



## NOTES REGARDING PREPARATION OF ESTIMATE

This estimate was prepared based on the following documents provided by the City of Franklin:

1. Puetz Road Reconstruction Drawings provided by City of Franklin dated August 18, 1997.
2. Puetz Road Reconstruction Project Manual provided by City of Franklin dated October 10, 1997.
3. Information regarding the project was also obtained via meetings, phone conversations, and email messages that clarified the project scope.

## BIDDING PROCESS - MARKET CONDITIONS

This document is based on the measurement and pricing of quantities wherever information is provided and/or reasonable assumptions for other work not covered in the drawings or specifications, as stated within this document. Unit rates have been generated from current material/labor rates, historical production data, and discussions with relevant subcontractors and material suppliers. The unit rates reflect current bid costs in the area. All unit rates relevant to subcontractor work include the subcontractors overhead and profit unless otherwise stated.

Pricing reflects probable construction costs obtainable in the Franklin, Wisconsin area on the bid date. This estimate is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors with a minimum of 3 bidders for all items of subcontracted work and a minimum of 3 bidders for a general contractor. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since The Concord Group has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, this statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents The Concord Group's best judgment as professional construction cost consultants familiar with the construction industry. However, The Concord Group cannot and does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

## CURRENT MARKET CONDITIONS

It should be noted that there is ongoing volatility in the construction materials market due to the effects of the pandemic on both the production and supply of materials. Due to the lack of in stock materials suppliers are struggling to fulfill orders in a timely manner, which in turn leads to much longer than normal lead times. The impact of ongoing global raw material shortages and fuel price increases adds to the overall spike in material pricing coupled with the increased demand for construction that the construction industry is now seeing. These factors should be considered when determining the bidding strategy and schedule for projects.

## ASSUMED CONSTRUCTION PARAMETERS

The pricing is based on the following project parameters:

1. A construction notice to proceed date of Q2, 2025.
2. A substantial completion date of Q4, 2025.
3. The contract will be competitively bid to multiple contractors.
4. All contractors will be required to pay prevailing wages.
5. There are no phasing requirements.
6. The contractors will have full access to the site during normal working hours.
7. Estimate detail includes pricing as of September 2023.



**City of Franklin**  
**Franklin Puetz Rd Bike Path**  
**76th St-St. Martins Rd**

Conceptual Estimate

09/29/2023

**EXCLUSIONS**

The following are excluded from the cost of this estimate:

1. Professional Design Fees
2. Testing Fees
3. Owner Contingencies/Scope Changes
4. Premium Time / Restrictions on Contractor Working Hours
5. Cost Escalation Beyond a Construction Mid-Point Date of Q3 2025
6. Finance and Legal Charges
7. Environmental Abatement Costs
8. Temporary Owner Facilities
9. Relocating Electrical Power Poles
10. Ditch/Berm Construction
11. Contaminated Soil Removal
12. Structurally Unsuitable Soil Removal
13. Tree Replacement
14. Road Reconstruction
15. Traffic Signal Modifications
16. Unforeseen Future Cost Impacts Based on Supply Chain Impacts



| COST SUMMARY                              |                                         | BUILDING TOTAL     |
|-------------------------------------------|-----------------------------------------|--------------------|
| 01000                                     | GENERAL REQUIREMENTS                    | \$0                |
| 02000                                     | EXISTING CONDITIONS                     | \$0                |
| 03000                                     | CONCRETE                                | \$0                |
| 04000                                     | MASONRY                                 | \$0                |
| 05000                                     | METALS                                  | \$0                |
| 06000                                     | WOODS, PLASTICS & COMPOSITES            | \$0                |
| 07000                                     | THERMAL & MOISTURE PROTECTION SYSTEM    | \$0                |
| 08000                                     | OPENINGS                                | \$0                |
| 09000                                     | FINISHES                                | \$0                |
| 10000                                     | SPECIALTIES                             | \$0                |
| 11000                                     | EQUIPMENT                               | \$0                |
| 12000                                     | FURNISHINGS                             | \$0                |
| 13000                                     | SPECIAL CONSTRUCTION                    | \$0                |
| 14000                                     | CONVEYING EQUIPMENT                     | \$0                |
| 21000                                     | FIRE SUPPRESSION                        | \$0                |
| 22000                                     | PLUMBING                                | \$0                |
| 23000                                     | HEATING, VENTILATING & AIR CONDITIONING | \$0                |
| 26000                                     | ELECTRICAL                              | \$0                |
| 27000                                     | COMMUNICATIONS                          | \$0                |
| 28000                                     | ELECTRONIC SAFETY AND SECURITY          | \$0                |
| 31000                                     | EARTHWORK                               | \$165,089          |
| 32000                                     | EXTERIOR IMPROVEMENTS                   | \$629,777          |
| 33000                                     | UTILITIES                               | \$103,547          |
| <b>SUBTOTAL</b>                           |                                         | <b>\$898,413</b>   |
|                                           | UNIDENTIFIED SCOPE ITEMS                | 20.0% \$179,683    |
|                                           | GENERAL CONDITIONS/BOND/INSURANCE       | 15.0% \$161,714    |
|                                           | CONTRACTOR'S FEES                       | 5.0% \$61,990      |
|                                           | ESCALATION TO MID-POINT OF CONSTRUCTION | 9.35% \$121,718    |
| <b>TOTAL ESTIMATED BID</b>                |                                         | <b>\$1,423,518</b> |
|                                           | CONSTRUCTION CONTINGENCY                | 10.0% \$142,352    |
| <b>TOTAL ESTIMATED CONSTRUCTION COSTS</b> |                                         | <b>\$1,565,870</b> |



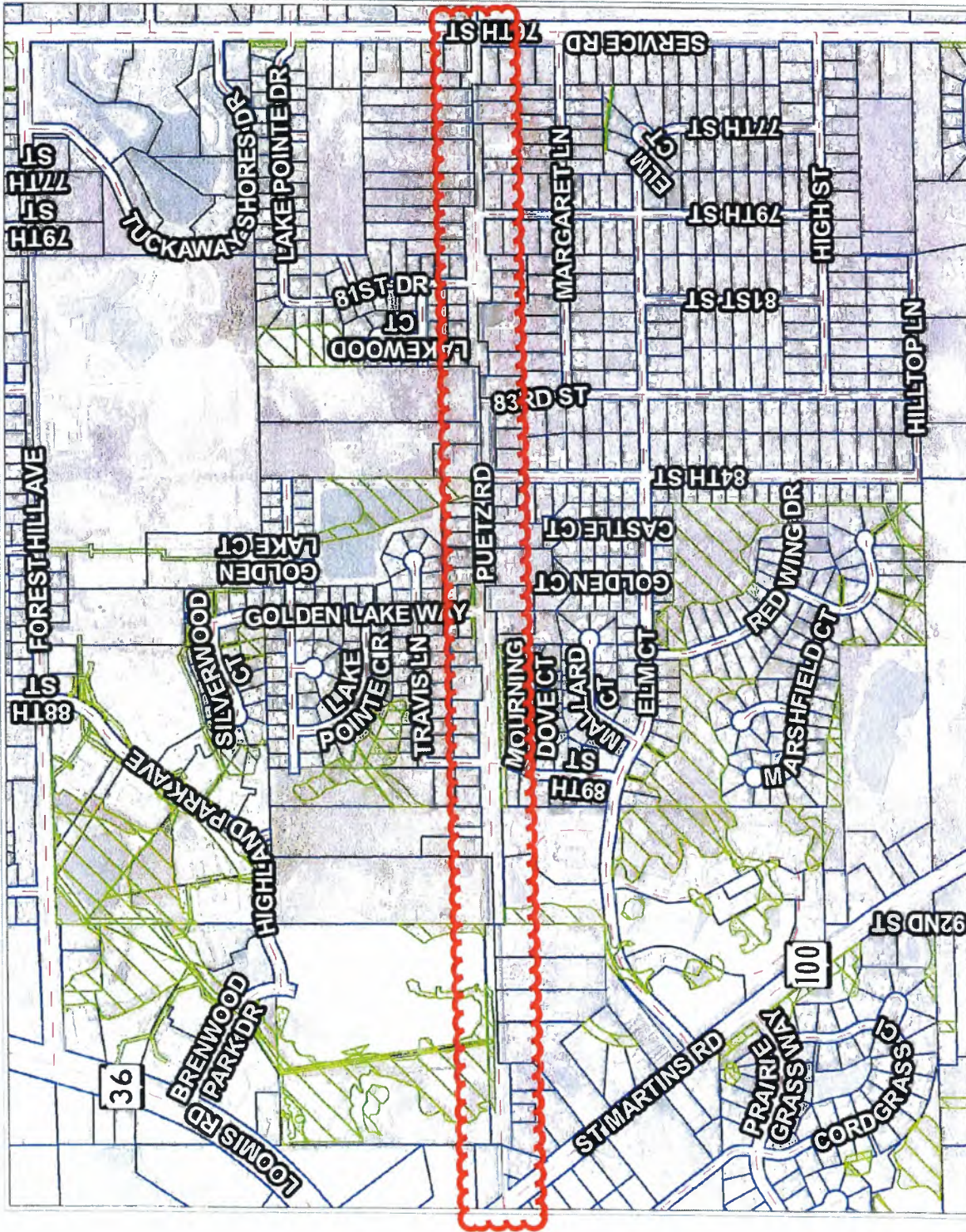
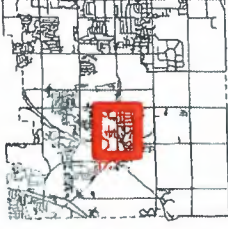


City of Franklin  
Franklin Puetz Rd Bike Path  
76th St-St. Martins Rd

Conceptual Estimate  
09/29/2023

| DESCRIPTION                                          | QTY    | UM   | UNIT COST | TOTAL COST       |
|------------------------------------------------------|--------|------|-----------|------------------|
| <b>31000 EARTHWORK</b>                               |        |      |           |                  |
| <b>31100 Site Preparation &amp; Excavation</b>       |        |      |           |                  |
| Clearing for Bike Path                               | 3      | ACRE | 7,555.35  | 21,684           |
| Grubbing for Bike Path                               | 3      | ACRE | 1,511.07  | 4,337            |
| Excavate for Bike Path                               | 1,932  | CUYD | 20.89     | 40,354           |
| Haul off excavated material                          | 1,932  | CUYD | 35.47     | 68,526           |
| <b>SUBTOTAL: Site Preparation &amp; Excavation</b>   |        |      |           | <b>\$134,900</b> |
| <b>31600 Erosion &amp; Sedimentation Control</b>     |        |      |           |                  |
| Erosion control                                      | 6,955  | LNFT | 4.34      | 30,189           |
| <b>SUBTOTAL: Erosion &amp; Sedimentation Control</b> |        |      |           | <b>\$30,189</b>  |
| <b>TOTAL: EARTHWORK</b>                              |        |      |           | <b>\$165,089</b> |
| <b>32000 EXTERIOR IMPROVEMENTS</b>                   |        |      |           |                  |
| <b>32100 Pavement</b>                                |        |      |           |                  |
| Crushed aggregate base course at Bike Path           | 1,503  | CUYD | 46.13     | 69,328           |
| Asphalt pavement, type LV, 3" thk at Bike Path       | 1,304  | TON  | 123.03    | 160,435          |
| Bike Path striping                                   | 6,955  | LNFT | 3.07      | 21,349           |
| Concrete curb & gutter                               | 6,955  | LNFT | 40.50     | 281,643          |
| <b>SUBTOTAL: Pavement</b>                            |        |      |           | <b>\$532,756</b> |
| <b>32600 Landscaping</b>                             |        |      |           |                  |
| Topsoil                                              | 601    | CUYD | 56.50     | 33,955           |
| Seeding, fertilizer and fine grading, machine,       | 48,685 | SQFT | 1.19      | 57,750           |
| <b>SUBTOTAL: Landscaping</b>                         |        |      |           | <b>\$91,706</b>  |
| <b>32700 Site Furnishings</b>                        |        |      |           |                  |
| Pole mounted signage - Allowance                     | 5      | EACH | 1,063.06  | 5,315            |
| <b>SUBTOTAL: Site Furnishings</b>                    |        |      |           | <b>\$5,315</b>   |
| <b>TOTAL: EXTERIOR IMPROVEMENTS</b>                  |        |      |           | <b>\$629,777</b> |
| <b>33000 UTILITIES</b>                               |        |      |           |                  |
| <b>33300 Site Sanitary &amp; Storm Sewer</b>         |        |      |           |                  |
| Storm culverts - quantity allowance                  | 10     | EACH | 10,354.72 | 103,547          |
| <b>SUBTOTAL: Site Sanitary &amp; Storm Sewer</b>     |        |      |           | <b>\$103,547</b> |
| <b>TOTAL: UTILITIES</b>                              |        |      |           | <b>\$103,547</b> |





**Legend**

- Parcel with Address Owner
- Street Centerline
- Road ROW
- Easement

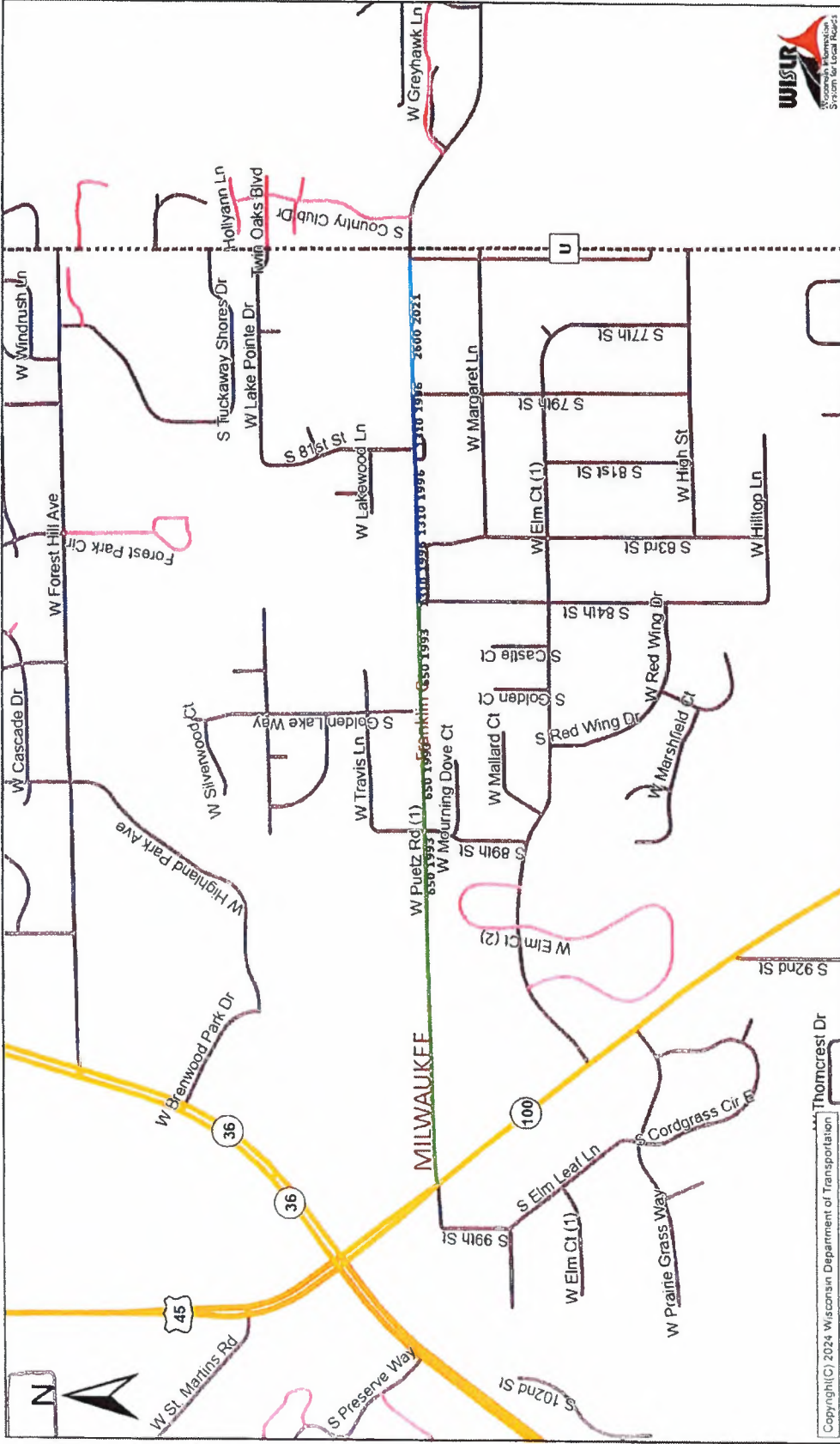


City of Franklin  
GIS Department  
9229 W. Loomis Rd.  
Franklin, WI 53132  
www.franklinwi.gov

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor.  
This map is provided for informational purposes only and not as a substitute for legally recorded maps, surveys, or other documents.



# WISLR Map

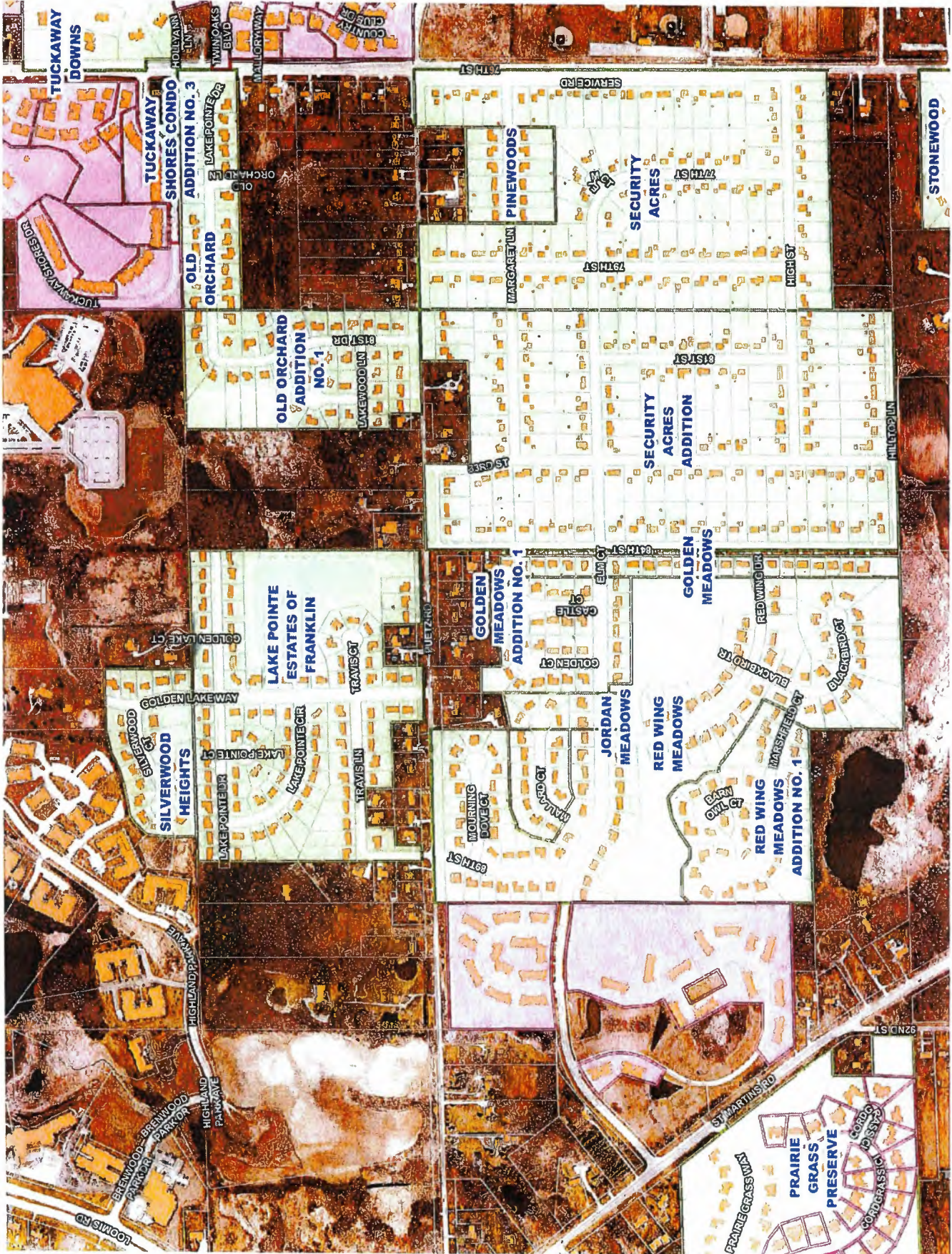


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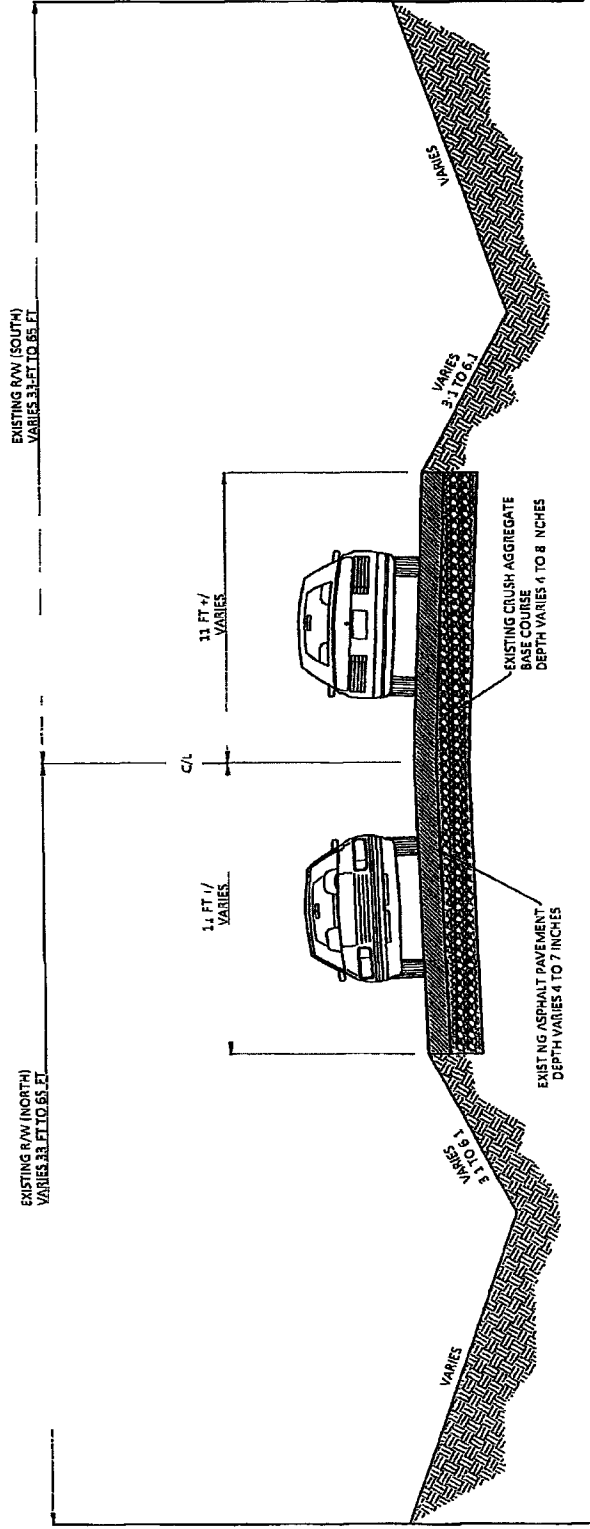
The information contained in this data set and information produced from this dataset were created for the official use of the Wisconsin Department of Transportation (WisDOT). Any other use while not prohibited, is the sole responsibility of the user. WisDOT expressly disclaims all liability regarding fitness of use of the information for other than official WisDOT business. Map created on October 26, 2023

- wislr-411**
- A - Actual
  - E - Estimated
  - T - TRADAS
  - Railroads
  - State Trunk Network
  - Interstate Highway
  - US Highway
  - USH Connecting Highway
  - State Trunk Highways
  - STH Connecting Highways
  - On-Off Ramp
  - Connector
  - Frontage Road
  - Wayside
  - Rest Area
  - Weigh Station
  - County Roads
  - County Trunk Hwy
  - County Forest Roads
  - Other County Roads
  - Municipal/Local Roads
  - Ineligible Roads
  - Rivers
  - Lakes
  - Cities/Villages/Towns
  - City
  - Village
  - Town
  - Counties







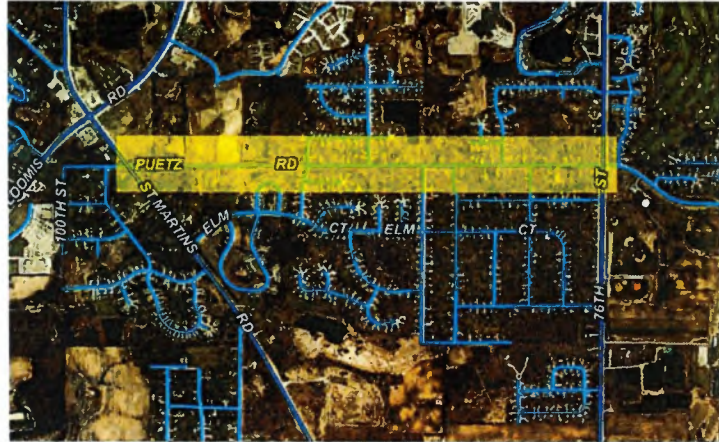


EXISTING TYPICAL SECTION (NTS)  
W. PUETZ ROAD  
(S. 76TH STREET TO W. ST MARTINS ROAD)

|                           |                                                                                                                           |                                       |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| APPROVAL                  | REQUEST FOR COUNCIL ACTION                                                                                                | MTG. DATE<br>April 3, 2024            |
| Reports & Recommendations | Direction Concerning the Design of the<br>W. Puetz Road Pathway<br>From S. 76 <sup>th</sup> Street to W. St. Martins Road | ITEM NO.<br>Ald. Dist. 1 & 2<br>M 14. |

### **BACKGROUND**

On September 5, 2023, Common Council directed Staff to start with project development for Grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from S. 76<sup>th</sup> Street to W. St. Martins. Staff submitted a TAP grant application on October 27, 2023 and Common Council passed a resolution supporting the project on November 7, 2023 (Resolution No. 2023-8061).



Staff participated on the Advisory Committee on Transportation System Planning and Programming for the Milwaukee Urbanized Area (Milwaukee TIP Committee) and this project was recommended for funding in the 2027-2028 funding cycles.

### **ANALYSIS**

Staff has been in contact with Wisconsin Department of Transportation (WisDOT) staff that administers the TAP program and has been discussing how to implement the project at the earliest available opportunity. There appears to be an opportunity to start the design in the fall of 2024.

On March 19, 2024, the Finance Director provided an update to the Common Council (Item G.27) on the impact fees and reported that *"If the City made the decision to not spend another park fee dollar on any projects, the City would have to start returning park impact fees back to residents in April 2025."* There are other park related projects in the works, but this committed trail project would be best to get started sooner rather than later.

Staff would like permission from Common Council to start the selection process for a consultant so that a contract for design could be authorized by Common Council as soon as WisDOT processes would allow this fall.

There will be approvals and agreements with WisDOT forthcoming to make the project official. No contract with a consultant will occur until all relevant agreements with WisDOT are executed and WisDOT authorizes the signing of a contract.

The WisDOT process to select a design consultant is extensive. The selection must be based on qualifications and many firms will be solicited to submit a proposal. Staff will ask a member of the Common Council to participate in reviewing qualifications and proposals and also any interviews (perhaps one of the affected aldermen from districts 1 or 2?).

Many residents are speculating and campaigning for which side of the road to place the path. This will be one of the first evaluations that the selected consultant will perform and the City can select the chosen side considering the evaluation.

### **OPTIONS**

Direct Staff to proceed with the solicitation and selection of a design consultant prior to all anticipated WisDOT agreements.

### **FISCAL NOTE**

This Puetz Pathway trail project has an estimated design and construction budget of \$2,070,000 with \$1,656,000 grant (80%) and \$414,000 (20%) local funding. This project would be eligible for 62% park impact fees (\$256,680) leaving \$157,320 impact to the City's budget in 2024, 2025, and 2026. If awarded the grant, a budget amendment for the 2024 budget would need to be made.

### **RECOMMENDATION**

Direct Staff to proceed with the solicitation and selection of a design consultant for the Puetz Pathway and return with a contract after all agreements necessary for funding the design are secure.

And direct Staff to involve Alderman \_\_\_\_\_ in the consultant selection process.

Engineering: GEM



|                           |                                                                                                                                                                                  |                                       |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| APPROVAL                  | REQUEST FOR COUNCIL ACTION                                                                                                                                                       | MTG. DATE<br>May 21, 2024             |
| Reports & Recommendations | Resolution to Execute a State/Municipal Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for West Puetz Road Pathway in the Amount of \$440,000 | ITEM NO.<br>Ald. Dist. 1 & 2<br>M. 21 |

### **BACKGROUND**

On September 5, 2023, Common Council directed Staff to start with project development for Grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from W. St Martins Road to S. 76<sup>th</sup> Street. Staff submitted a TAP grant application on October 27, 2023 and Common Council passed a resolution supporting the project on November 7, 2023 (Resolution No. 2023-8061).



Staff participated on the Advisory Committee on Transportation System Planning and Programming for the Milwaukee Urbanized Area (Milwaukee TIP Committee) and this project was recommended for construction funding in the 2027-2028 funding cycles.

On April 3, 2024 (item G.14), Common Council directed staff to proceed with the solicitation of a design consultant for this project.

### **ANALYSIS**

Staff has been in contact with Wisconsin Department of Transportation (WisDOT) staff that administers the TAP program and has been discussing how to implement the project at the earliest available opportunity. There appears to be an opportunity to start the design in the fall of 2024.

The attached State/Municipal Agreement (SMA) allows the project to proceed through the process of finding a consulting firm for design and permitting, completing the plans, and finding a contractor.

Solicitation of a design consultant is underway, after the solicitation has closed, Staff along with Aldermen Holpfer and Eichmann will provide WisDOT with a list of selected firms for final consideration.

Note that the location of the path will be determined in during the design process. Construction is not likely to occur until 2027, but could advance sooner if the design and permitting is completed and TAP funding for construction is available prior to 2027.

### **OPTIONS**

Approve or Deny SMA for the grant.

### **FISCAL NOTE**

This Puetz Pathway trail project has an estimated design and construction budget of \$2,200,000 with \$1,760,000 grant (80%) and \$440,000 (20%) local funding. This project would be eligible for 62% park impact fees (\$272,800) leaving \$167,200 impact to the City's budget in 2024, 2025,

and 2026. An amendment to the 2024 budget will be brought to a future meeting when/if a consultant is selected.

**RECOMMENDATION**

Motion to adopt Resolution 2024-\_\_\_\_\_ a resolution to execute a State/Municipal Financial Agreement for an infrastructure transportation alternatives program (TAP) project in the amount of \$440,000.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

RESOLUTION TO EXECUTE A  
STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION  
ALTERNATIVES PROGRAM (TAP) PROJECT FOR WEST PUETZ ROAD PATHWAY  
IN THE AMOUNT OF \$440,000

-----

WHEREAS, Wisconsin Department of Transportation (WisDOT) has awarded Franklin a Transportation Alternatives Program (TAP) Project grant for a pathway along West Puetz Road from West St Martins Road to South 76<sup>th</sup> Street; and

WHEREAS, this section of West Puetz Road, covering a distance of 1.3 miles, is a crucial arterial road connecting various neighborhoods and accommodating approximately 750 residential homes, condominiums, and apartment units; and

WHEREAS, the City of Franklin is committed to providing safe and accessible transportation options for its residents, including pedestrian and bicycle accommodations; and

WHEREAS, the City of Franklin recognizes the importance of active transportation infrastructure to enhance the quality of life and promote sustainable development within the community; and

WHEREAS, the overwhelming public support for improved pedestrian and bicycle accommodations on West. Puetz Road has been demonstrated through public feedback, community engagement, and surveys.

WHEREAS, this 80% grant requires that the City of Franklin, the project sponsor, commit to a variety of requirements in this federal program and accept the responsibilities required to comply with the State and Federal funding agencies.

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 enter into a State/Municipal Financial Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for West Puetz Road pathway in the amount of \$440,000.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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

ATTEST:

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

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





**STATE/MUNICIPAL AGREEMENT  
FOR AN INFRASTRUCTURE  
TRANSPORTATION  
ALTERNATIVES PROGRAM (TAP)  
PROJECT**

Subprogram #: 290

Program Name: TAP

Date: May 13, 2024

I.D.: 2976-04-01/71

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title: C FRANKLIN, PUETZ RD  
PATHWAY

Location/Limit: S 76TH ST TO W ST MARTINS  
RD

Project Length (if applicable): 1.3 Miles

Project Sponsor: **City of Franklin**

County: Milwaukee

MPO Area (if applicable): SEWRPC

The signatory, the **City of Franklin**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Puetz Road is a busy arterial road with no shoulders and ditches which provide an unsafe option for bicycle and pedestrian use.

Proposed Improvement - Nature of work: Construct a **10ft** separated pathway to accommodate bicycle and pedestrian users.

The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$1,760,000** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$1,760,000** federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20 205 – Highway Planning and Construction

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

**Project Award date: TBD**

**Commencement deadline: TBD**

**Completion deadline: TBD**

**The project commencement deadline is fixed by statute and may not be extended.**

The subject project must be completed by TBD, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

| PHASE                               | SUMMARY OF COSTS   |                    |            |                       |            |
|-------------------------------------|--------------------|--------------------|------------|-----------------------|------------|
|                                     | Total Est. Cost    | Federal Funds      | %          | Project Sponsor Funds | %          |
| <b>ID 2976-04-01</b>                |                    |                    |            |                       |            |
| Design                              | \$320,000          | \$256,000          | 80%*       | \$64,000              | BAL*       |
| Design Review #                     | \$20,000           | \$16,000           | 80%*       | \$4,000               | BAL*       |
| <b>ID 2976-04-71</b>                |                    |                    |            |                       |            |
| Participating Construction          | \$1,840,000        | \$1,472,000        | 80%*       | \$368,000             | BAL*       |
| Participating Construction Review # | \$20,000           | \$16,000           | 80%*       | \$4,000               | BAL*       |
| Non-Participating Construction      | \$0                |                    | 0%         | \$0                   | 100%       |
| <b>Total Est. Cost Distribution</b> | <b>\$2,200,000</b> | <b>\$1,760,000</b> | <b>MAX</b> | <b>\$440,000</b>      | <b>N/A</b> |

\*This project has a TAP federal funding maximum of \$1,760,000. This maximum is cumulative for all federally funded project phases.

# Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal funding.

This request is subject to the terms and conditions that follow (pages 3–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

|                                                                                     |                                       |
|-------------------------------------------------------------------------------------|---------------------------------------|
| Signed for and in behalf of the <b>City of Franklin</b> (please sign in blue ink)   |                                       |
| Name (print) John R Nelson                                                          | Title Mayor                           |
| Signature                                                                           | Date                                  |
| Name (print) Shirley J. Roberts                                                     | Title City Clerk                      |
| Signature                                                                           | Date                                  |
| Provisions have been made to pay the liability that will accrue under this contract |                                       |
| Name (print) Danielle L Brown                                                       | Title Director of Finance & Treasurer |
| Signature                                                                           | Date                                  |
| Approved as to form and execution                                                   |                                       |
| Name (print) Jesse A Wesolowski                                                     | Title City Attorney                   |
| Signature                                                                           | Date                                  |
| Signed for and in behalf of the <b>State</b> (please sign in blue ink)              |                                       |
| Name Tony Barth                                                                     | Title WisDOT SE Region Planning Chief |
| Signature                                                                           | Date                                  |

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United

States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec 213 (revised to 23 U.S.C. sec 133 per the FAST Act of 2015)
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
- a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project
- a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects
  - f. New installations or alteration of street lighting and traffic signals or devices.
  - g. Landscaping
  - h. Preliminary Engineering.
  - i. State Review Services
  - j. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state

- b A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
  - a New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Real estate for the improvement.
  - e. Construction engineering for inspection, staking, and testing of sanitary sewer and water main
  - f. Conditioning, if required and maintenance of detour routes.
  - g. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - h. All work related to underground storage tanks and contaminated soils
  - i. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM)
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

- 14 A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids
- 15 The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
- 16 Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities
- 18 The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
- 24 The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause
- 26 The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

27. When applicable to the project, the Project Sponsor will at its own cost and expense

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects
- e. Provide relocation orders and real estate plats and easements, as required by the project
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause

28. It is further agreed by the Project Sponsor that

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project

Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### LEGAL RELATIONSHIPS:

- 30 Responsibility for Damage and Tort Claims The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor, or on account of or in consequence of any neglect in safeguarding the work, or because of any act or omission, neglect or misconduct of the Project Sponsor, or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees, or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State, or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State, except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
- 31 The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency,
  - b. Have not, within a three-year period preceding this State/Municipal 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 (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes



or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

- c Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above,
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default, and
- e That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 – Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum.* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

36. *Non-Appropriation of Fund* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. *Maintenance of Records* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis Stats Sec 19.31 et seq, and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the

total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less  
The project federal funding maximum of \$1,760,000 is cumulative for all federal funded project phases

39. **Federal Redistribution Funding** If all or part of the federal share to this project consists of Federal Redistribution Funding, the Project Sponsor understands and agrees that Federal Redistribution Funding is not guaranteed. Project Sponsor understands and agrees to potentially receive Federal Redistribution Funding, Project Sponsor must meet all applicable state and federal program rules to be considered for inclusion in the department's 2024 Federal Redistribution request

Additional information relating to the 2024 Federal Redistribution Initiative can be found at the following webpage <https://wisconsin.gov/Pages/doing-business/redistribution.aspx> Failure to meet or complete with all applicable state and federal program rules may result in funding being unavailable for the project. In the event funding is not available or is not granted to a project (all types) for any reason, Project Sponsor agrees to bear all project costs incurred and will indemnify and hold harmless the State for any and all costs or liabilities associated with the same.

| APPROVAL                  | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                            | MTG. DATE<br>July 2, 2024                       |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Reports & Recommendations | <b>A Resolution to “Certify a Non-Traditional Project Administration and Delivery for the Puetz Pathway (Wisconsin Department of Transportation Project ID 2976-04-01/71”) for a Pathway Project along West Puetz Road from West St. Martins Road to South 76<sup>th</sup> Street</b> | ITEM NO.<br>Ald. Dist. 1 & 2<br><del>G.14</del> |

### **BACKGROUND**

On September 5, 2023, Common Council directed Staff to start with project development for grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from W. St Martins Road to S. 76<sup>th</sup> Street. Staff submitted a TAP grant application on October 27, 2023 and Common Council passed a resolution supporting the project on November 7, 2023 (Resolution No. 2023-8061).

On April 3, 2024 (item G.14), Common Council directed staff to proceed with the solicitation of a design consultant for this project.

On May 21, 2024, Common Council authorized the State/Municipal Financial Agreement (Resolution No. 2024-8160).

Among other items to meet the requirements for WisDOT and the TAP, the City is required to provide a Certification for Non-Traditional Project Administration and Delivery. Essentially, this project is not a typical WisDOT project where WisDOT personnel run the project from start to finish. The sponsoring local government agency (City of Franklin) must certify that the project will be run to follow all applicable guidelines.

The City Engineer has completed the needed training provided by WisDOT to successfully complete the project.

### **ANALYSIS**

This certification must be approved for the project to continue. Any suggestions for edits are welcome before the certification is submitted.

Design Consultants have been solicited. The selected consultant will provide design services for the project. The selection will be based on the federal Qualification Based Selection process. Staff welcomes recommendations on Aldermen who may want to participate in the review process. At a future date, a construction engineering oversight services consultant will be selected following federal requirements. Both design and construction efforts will utilize funding through the TAP.

### **FISCAL NOTE**

As noted in the May 21, 2024 Council Action- this project has an estimated design and construction budget of \$2,200,000 with \$1,760,000 (80%) grant funding and \$440,000 (20%) local funding. This project would be eligible for 62% park impact fees (\$272,800), leaving \$167,200 impact to the City's budget in 2024, 2025, and 2026. An amendment to the 2024 budget will be brought to a future meeting when/if a consultant is selected.

### **RECOMMENDATION**

Authorize Resolution 2024-\_\_\_\_ a resolution to “Certify a Non-Traditional Project Administration and Delivery for the Puetz Pathway (Wisconsin Department of Transportation Project ID 2976-04-01/71”) for a Pathway Project along West Puetz Road from West St. Martins Road to South 76<sup>th</sup> Street, subject to any technical corrections.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

RESOLUTION TO "CERTIFY A NON-TRADITIONAL PROJECT ADMINISTRATION  
AND DELIVERY FOR THE PUETZ PATHWAY (WISCONSIN DEPARTMENT OF  
TRANSPORTATION PROJECT ID 2976-04-01/71")  
FOR A PATHWAY PROJECT ALONG WEST PUETZ ROAD  
FROM WEST ST. MARTINS ROAD TO SOUTH 76TH STREET

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WHEREAS, A Transportation Alternatives Program (TAP) grant has been awarded to the City of Franklin by the Wisconsin Department of Transportation (WisDOT) in the amount of \$1,760,000; and

WHEREAS, Resolution 2024-8160 authorized a State/Municipal Financial Agreement with WisDOT for this project; and

WHEREAS, a stipulation of the grant is that Franklin provide the non-traditional project administration and delivery throughout the project; and

WHEREAS, Glen E. Morrow, PE, City Engineer is a licensed professional engineer employed by the City of Franklin and has completed the requirements to perform the role of a "Person of Responsible Charge."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that a "Certification for a Non-Traditional Project Administration and Delivery for the Puetz Pathway" be signed and submitted by all applicable City representatives to proceed with a pathway project along West Puetz Road from West St. Martins Road to South 76<sup>th</sup> Street.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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

ATTEST:

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

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

## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **SPONSOR INFORMATION**

Name of Government Agency City of Franklin Located in Milwaukee County

State Agency Wisconsin DOT Other \_\_\_\_\_ WisDOT Region SE

Project I.D. & Description: 2976-04-01/71 Puetz Path 2024

Sponsors Primary Point of Contact: Glen E. Morrow, PE  
Name

City Engineer 9229 W. Loomis Road, Franklin, WI 53132

Title Address

414-425-7510 414-425-3106 Gmorrow@franklinwi.gov

Phone Fax Email

Sponsors Second Point of Contact: Ronnie Asuncion  
Name

Eng. Lead Tech. 9229 W. Loomis Road, Franklin, WI 53132

Title Address

414-425-7510 414-425-3106 rasuncion@franklinwi.gov

Phone Fax Email

*\*Any changes to the points of contacts, Person designated as Responsible Charge, or information contained within the completed Certification at any time during the project may require the Certification to be updated and resubmitted.*

*\*\*It is requested the Certification form be completed and submitted to the region Local Program Project Manager (LPPM) within thirty (30) days of completing certification training for new sponsors or concurrently with State Municipal Agreement (SMA) for repeat sponsors.*

### **SPONSOR'S CHOICE OF PROJECT ADMINISTRATION AND DELIVERY MODEL:**

The Sponsor has been selected to benefit from the use of Federal Funds for the construction of a Non-Traditional Transportation project to be administered through a Local Letting Process. By accepting the use of Federal Funding, the Sponsor acknowledges that they understand the applicable Federal and State requirements and accepts accountability to complete these requirements. Moreover, to attain Certification the Sponsor must explain the role, if any, that consultants will perform. However, even if using consultant support the Sponsor remains responsible for ensuring adherence to the Sponsor's Guide to Non-Traditional Transportation Project Implementation. **Note – whether performed by Sponsor Staff or by a Consultant, Federal funds cannot be used to pay for Administration Function costs described in this document. They are the sole responsibility of the Sponsor.**

## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **DEFINITIONS**

**Administration:** Overall management and implementation of the approved project to ensure compliance with all applicable state and federal regulations as explained and described in the Sponsor's Guide; required for project costs to be eligible for Federal reimbursement. The Sponsor is 100% responsible for all costs associated with administration; some activities may be performed by a consultant.

**Oversight:** The act of ensuring that the construction project is delivered consistent with federal and State Laws, Regulations and Policies. Oversight activities include review and approval actions pertaining to design, plans, specifications, estimates, right of way certification statements, contract awards, inspections and final acceptance.

**Engineering/Inspection:** All efforts/activities required to complete the four project phases: Design, Real Estate Acquisition, Letting and Construction

**Responsible Charge – Assignment and Duties:** Each Sponsor of a federally funded project must designate one or more individuals who are public employees, who are accountable for the project, and therefore who are tasked with being "in responsible charge" of the project. The individual in Responsible Charge is not required to be an engineer, and the duties may be assigned to more than one individual. Per the FHWA August 4, 2011 Memorandum on this subject the individual(s) in Responsible Charge should be expected to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Stay aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

## CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY

Check the Project Delivery Model Option that the Sponsor will utilize to administer and deliver this Non-Traditional Project:

- ☐ 1. The Sponsor is adequately staffed to administer a Locally Let Construction Project, and will also perform their own Project Design and Construction Oversight (*this option requires a Professional Engineer on Staff*).
- ☒ 2. The Sponsor is adequately staffed to administer a Locally Let Construction Project, but will utilize Consultants to perform Project Design and/or Construction Oversight. (*Requires Professional Engineer contracted for Project Design*)
- ☐ 3. The Sponsor will retain a unique consultant for Project Administration and will utilize other consultant(s) for Project Design and/or Construction Oversight. (*Requires Professional Engineer contracted for Project Design*)
- ☐ 4. The Sponsor will utilize a single Consultant for Administrative tasks and to perform Project Design and/or Construction Oversight. **This option is only available if 100% Sponsor funded for all consultant services.** (*Requires Professional Engineer contracted*)

### QUALIFICATION BASED SELECTION

If Federal funding is planned to be utilized for Consultant Services, the Sponsor states that the Consultant will be selected based on the procedures set forth by WisDOT and FHWA for selection and approval process defined in WisDOT Facilities Development Manual (FDM) Chapter 8-5-20 and 23 CFR 172. Further, the Sponsor states that the use of the Consultant is in compliance with FDM Chapter 8-5-55 regarding Conflict of Interest in the role of a Consultant providing management services to a Sponsor. Typically, **Compliance with WisDOT procedures for consultant selection is required to be eligible for Federal Funding.**

**If a Sponsor has or will select a consultant for Options 2 or 3 explain your Selection Process:**

TBD Consulting firm for Design Engineering. A three-party design engineering services contract will be utilized following Federal regulations and the selection will be made on a Qualification Based Selection process.

TBD Consulting firm for Construction Engineering Oversight will be under a two-party construction administration contract. The consultant selection and contracting will follow Federal requirements.

## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **ADMINISTRATION BY SPONSOR**

(Complete for \_\_\_\_\_ Option 1 or   X   Option 2)

Name and Title of Person in Responsible Charge: Glen E. Morrow, PE (No. 4521-6)  
(Option 1 requires a Professional Engineer on sponsor staff - List Licenses or Credentials)

Has the Sponsor signed and returned the Sponsor's Guide Acknowledge Form?

  X   Yes 06/16/2022 Date \_\_\_\_\_ No

Has this Sponsor successfully completed WisDOT Non-Traditional Project Training?

  X   Yes 06/16/2022 Date \_\_\_\_\_ No

Does the Sponsor have a Public Works or Engineering Staff?

  X   Yes \_\_\_\_\_ No

**Attach an Organization Chart with titles of responsible persons.**

*This should include both the names of individuals and their titles. The organizational chart should be limited to the personnel that will working on this project*

List up to five similar projects this Sponsor has Administered/Let. (List WisDOT projects first)

| ID/Description                               | Year | Cost        | WisDOT Reference |
|----------------------------------------------|------|-------------|------------------|
| 2976-00-02 S. 116 <sup>th</sup> Street Trail | 2023 | \$1,758,000 |                  |
|                                              |      |             |                  |
|                                              |      |             |                  |
|                                              |      |             |                  |
|                                              |      |             |                  |



## CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY

### ADMINISTRATION BY CONSULTANT

(Complete for \_\_\_\_\_ Option 3 or \_\_\_\_\_ Option 4)

Selected or Anticipated Consulting Firm: \_\_\_\_\_

Name and Title of Primary Consultant Rep: \_\_\_\_\_

Name and Title of Person in Responsible Charge: \_\_\_\_\_

(Must be an employee of the Sponsor)

Is Firm on WisDOT Roster of Eligible Engineering Consultants? \_\_\_\_\_ Yes \_\_\_\_\_ No

Has this firm attended WisDOT Non-Traditional Project Training? \_\_\_\_\_ Yes \_\_\_\_\_ No

List up to five similar Projects this Firm has Administered/Let: *(List WisDOT projects first)*

| ID/Description | Year | Cost | WisDOT Reference |
|----------------|------|------|------------------|
| _____          |      |      |                  |
| _____          |      |      |                  |
| _____          |      |      |                  |
| _____          |      |      |                  |

Briefly describe the firm's qualifications pertaining to Administering this Project:

\_\_\_\_\_

## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **APPROVING AUTHORITY**

The Sponsor must have an official approving authority for all WisDOT delegated project approvals. This Authority (e.g., Executive, Department Head or Policy Body) must officially approve each project step for which it is the approving authority, as identified in this certification.

Please check the appropriate description of the approval Authority or completion of the task. If no choices apply, please describe the Sponsor's process.

### **ADMINISTRATIVE FUNCTIONS**

The cost associated with the following Administration Functions are Federally Ineligible *unless otherwise noted*. Therefore they are 100% the responsibility of the Sponsor.

#### **Project Application:**

*Includes the preparation and submittal of project application, including completing a cost estimate*

Drafted by: Glen Morrow Sponsor Staff X Consultant/Name \_\_\_\_\_

Approved by:

|          |                                                                 |                       |
|----------|-----------------------------------------------------------------|-----------------------|
| <u>X</u> | Director of Public Works / City Engineer / Commissioner / Other | <u>Glen E. Morrow</u> |
| <u>X</u> | Mayor/Executive/ President / Chairperson / Other                | <u>John R. Nelson</u> |
| <u>X</u> | Resolution passed by legislative body                           | <u>Common Council</u> |
| _____    | Committee                                                       | _____                 |
| _____    | Other                                                           | _____                 |

#### **Approval of State Municipal Agreement/Project Agreement:**

*Includes the coordination between Sponsor and WisDOT, internal reviews and subsequent approval by sponsor of the agreement.*

|          |                                                                 |                                                                        |
|----------|-----------------------------------------------------------------|------------------------------------------------------------------------|
| <u>X</u> | Director of Public Works / City Engineer / Commissioner / Other | <u>Glen E. Morrow</u>                                                  |
| <u>X</u> | Mayor/Executive/ President / Chairperson / Other                | <u>John R. Nelson</u>                                                  |
| <u>X</u> | Resolution passed by legislative body                           | <u>Common Council</u>                                                  |
| _____    | Committee                                                       | _____                                                                  |
| <u>X</u> | Other                                                           | <u>Danielle Brown</u><br><u>(Finance</u><br><u>Director/Treasurer)</u> |



## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **Real Estate Acquisition approval in accordance with the Uniform Relocation and Real Estate Acquisition Act:**

*Assumes real estate is not state or federally funded. If funded, some real estate functions may be reimbursable. Answer all questions even if real estate is not anticipated*

The Sponsors, by accepting Federal funding in any phase of a project, is agreeing to follow Federal, State and local laws that govern public project and program activities. Public Law 91-646, The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, or commonly called the Uniform Act, is the primary law for acquisition and relocation activities on Federal or federally assisted projects and programs. Wisconsin State Statute 32 – Eminent Domain must also be followed when using Federal or State dollars. The FHWA has an agreement in place with WisDOT that states WisDOT will oversee local programs and projects to ensure compliance.

Is Real Estate Acquisition Anticipated? \_\_\_\_\_ Yes   X   No

If Yes, Relocation Order and R/W Plat Approved by:

\_\_\_\_\_ Director of Public Works / City Engineer / Commissioner / Other \_\_\_\_\_  
\_\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
\_\_\_\_\_ Resolution passed by legislative body \_\_\_\_\_  
\_\_\_\_\_ Committee \_\_\_\_\_  
\_\_\_\_\_ Other \_\_\_\_\_

Who will acquire Real Estate? \_\_\_\_\_ Sponsor \_\_\_\_\_ Other, describe: \_\_\_\_\_

*WisDOT Certification is required for anyone acquiring real estate. See <https://wisconsindot.gov/Pages/doing-business/local-gov/astnce-pgms/ald/lpa-re-info.aspx> for more information pertaining to real estate acquisitions*

## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **Bid Advertisement:**

*Includes the placement and cost associated with placing the advertisement and obtaining an Affidavit of Publication.  
Drafting and placement of the bid advertisement can be considered part of design engineering services*

Drafted by: \_\_\_\_\_ Sponsor Staff X Consultant (Design)  
Advertisement Placed by: \_\_\_\_\_ Sponsor Staff X Consultant (Design)

- Advertisement must be placed a minimum three weeks prior to Bid Opening Publications:  
South NOW

Approved by:

X Director of Public Works / City Engineer / Commissioner / Other Glen E. Morrow  
\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
\_\_\_\_ Resolution passed by legislative body \_\_\_\_\_  
\_\_\_\_ Committee \_\_\_\_\_  
\_\_\_\_ Other \_\_\_\_\_

### **Acceptance, Opening and Approval of Bids, Award of Contract:**

*Includes the accepting, opening, reviewing, evaluating, and approving of contractors' bids, and awarding of Contract  
Reviewing and evaluation of contractors' bids may be considered part of design engineering services*

Bids Received by: X Sponsor \_\_\_\_\_  
Bids Opened by: X Sponsor \_\_\_\_\_ Consultant (Administrative/Design)  
Bids Evaluated by: X Sponsor X Consultant (Administrative/Design)

Low Bid Accepted by:

\_\_\_\_ Director of Public Works / City Engineer / Commissioner / Other \_\_\_\_\_  
\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
X Resolution passed by legislative body Common Council  
\_\_\_\_ Committee \_\_\_\_\_  
\_\_\_\_ Other \_\_\_\_\_

## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **Execution of Contract:**

*Includes the execution of the contract between the sponsor and contractor.*

Contract to Be Signed By:

|                          |                                                                 |                     |
|--------------------------|-----------------------------------------------------------------|---------------------|
| <input type="checkbox"/> | Director of Public Works / City Engineer / Commissioner / Other |                     |
| X                        | Mayor/Executive/ President / Chairperson / Other                | John R. Nelson      |
| X                        | Resolution passed by legislative body                           | Common Council      |
|                          | Committee                                                       |                     |
| X                        | City Clerk                                                      | Shirley J. Roberts  |
| X                        | City Attorney                                                   | Jesse A. Wesolowski |
| X                        | Director of Finance/Treasurer                                   | Danielle E. Brown   |

### **Contractor Payments:**

*Includes the sponsor issuing the payment to the contractor for work performed The creation of the pay estimate, including determining quantities and total cost is considered a construction oversight duty*

Payment Approved by:

|   |                                                                 |                |
|---|-----------------------------------------------------------------|----------------|
| X | Director of Public Works / City Engineer / Commissioner / Other | Glen E. Morrow |
| X | Mayor/Executive/ President / Chairperson / Other                | John R. Nelson |
| X | Resolution passed by legislative body                           | Common Council |
|   | Committee                                                       |                |
|   | Other                                                           |                |

### **Final Records Retention:**

Records Retained by: ☒ Sponsor

Address where Records will be stored:

9229 W. Loomis Road, Franklin, WI 53132

***Records must be available for review by FHWA and WisDOT as requested***

## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **Equal Employment Opportunity (Title VI), DBE, and Prevailing Wages (Davis-Bacon)**

May include obtaining copy of contractor's EEO policy, assessing DBE work, explain process for ensuring up-to-date Federal prevailing wages in the contract

Describe the Sponsor's policies in ensuring the contractor complies with the following:

Attach additional pages if necessary.

Title VI of the Civil Rights Act of 1964

<https://www.fhwa.dot.gov/civilrights/programs/tvi.cfm>

<https://wisconsin.gov/Pages/doing-business/civil-rights/titlevi-ada/default.aspx>

Disadvantaged Business Enterprise (DBE)

<https://www.fhwa.dot.gov/civilrights/programs/dbess.cfm>

<https://wisconsin.gov/Pages/doing-business/civil-rights/dbe/default.aspx>

Davis Bacon Prevailing Wage Rates

<https://www.fhwa.dot.gov/construction/cgit/dbacon.cfm>

<https://wdolhome.sam.gov/>

### **Approval for Changed Conditions, Increased/Decreased Quantities:**

*Includes the review and approval of contract change orders at the sponsor's level. Consultant in this section refers to the administrative consultant*

Evaluation and Recommendation:   X   Sponsor   X   Consultant (administrative)

Approval by:

|               |                                                                 |                                           |
|---------------|-----------------------------------------------------------------|-------------------------------------------|
| <u>  X  </u>  | Director of Public Works / City Engineer / Commissioner / Other | <u>Glen E. Morrow</u>                     |
| <u>      </u> | Mayor/Executive/ President / Chairperson / Other                | <u>                                  </u> |
| <u>  X  </u>  | Resolution passed by legislative body                           | <u>Common Council</u>                     |
| <u>      </u> | Committee                                                       | <u>                                  </u> |
| <u>      </u> | Other                                                           | <u>                                  </u> |

## **CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

### **Local Force Account:**

Does the Sponsor desire to request permission to perform any project work through a Local Force Account?

\_\_\_\_\_ Yes X \_\_\_\_\_ No

If yes, the Sponsor acknowledges that they have read and understand the pertinent sections of the FDM and CMM relating to LFAs and understand the limitations associated with the use of LFAs.

\_\_\_\_\_ Sponsor's Initial

Cost Effectiveness Finding Drafted: \_\_\_\_\_ Sponsor X \_\_\_\_\_ Consultant (design)

Approved by:

\_\_\_\_\_ Director of Public Works / City Engineer / Commissioner / Other \_\_\_\_\_  
\_\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
\_\_\_\_\_ Resolution passed by legislative body \_\_\_\_\_  
\_\_\_\_\_ Committee \_\_\_\_\_  
\_\_\_\_\_ Other \_\_\_\_\_

**Federal Aid Billings:** *(Includes the preparation and submittal of reimbursement requests. Consultant refers to the administrative consultant.)*

Invoices Prepared by: Title City Engineer  
X \_\_\_\_\_ Sponsor X \_\_\_\_\_ Consultant (administrative)

Costs Reviewed and approved for submittal by:

X \_\_\_\_\_ Director of Public Works / City Engineer / Commissioner / Other Glen E. Morrow  
\_\_\_\_\_ Mayor/Executive/ President / Chairperson / Other \_\_\_\_\_  
\_\_\_\_\_ Resolution passed by legislative body \_\_\_\_\_  
\_\_\_\_\_ Committee \_\_\_\_\_  
X \_\_\_\_\_ Other Danielle E. Brown



## CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY

### DESIGN ENGINEERING

Will Federal Funding be utilized for Design Costs?        X   Yes             No

Indicate whether these tasks will be performed by the Sponsor (S) or a Consultant (C) or N/A

|                                                       |                                      |
|-------------------------------------------------------|--------------------------------------|
| <u>  S  </u> Update of Project Application            | <u>  C  </u> Environmental Clearance |
| <u>  C  </u> Design Study Report (if required)        | <u>  C  </u> Utility Coordination    |
| <u>  C  </u> Relocation Order, R/W Plat (if required) | <u>  C  </u> Plans Development       |
| <u>  C  </u> Draft Bid Advertisement                  | <u>  C  </u> PS&E Preparation        |

### CONSTRUCTION OVERSIGHT

Will Federal Funding be utilized for Construction Oversight?        X   Yes             No

Indicate whether these tasks will be performed by the Sponsor (S) or Consultant (C) or N/A  
See Sponsor's Guide, Section 10

|                                          |                                               |
|------------------------------------------|-----------------------------------------------|
| <u>  C  </u> Construction Staking        | <u>  C  </u> Materials Testing and Inspection |
| <u>  C  </u> Materials Documentation     | <u>  C  </u> Daily Diary                      |
| <u>  C  </u> Measurement of Quantities   | <u>  C  </u> Estimates for Payment            |
| <u>  C  </u> Time Charges                | <u>  C  </u> Change Orders                    |
| <u>  C  </u> Final Acceptance            | <u>  C  </u> Maintenance of Records           |
| <u>  C  </u> Collect Contractor Payrolls | <u>  C  </u> Conduct field Interviews         |
| <u>  C  </u> Job Site Board Postings     |                                               |

**CERTIFICATION FOR NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY**

**ON BEHALF OF THE SPONSOR**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Glen E. Morrow, PE, City Engineer  
Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Mayor John R. Nelson  
Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Danielle E. Brown, Director of Finance/Treasurer  
Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form-Jesse A. Wesolowski, City Attorney  
Title \_\_\_\_\_

**CONSULTANT ADMINISTRATION ON BEHALF OF SPONSOR**  
Not applicable

**ACCEPTED BY WISDOT**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

|                              |                                                                                                                                                                                              |                          |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| APPROVAL                     | REQUEST FOR COUNCIL ACTION                                                                                                                                                                   | MEETING DATE<br>5/6/2025 |
| REPORTS &<br>RECOMMENDATIONS | A RESOLUTION TO AUTHORIZE A<br>PROFESSIONAL SERVICES CONTRACT WITH<br>CIVILTECH ENGINEERING, INC. TO PROVIDE<br>ENGINEERING SERVICES FOR PUETZ ROAD<br>PATHWAY IN THE AMOUNT OF \$268,611.56 | ITEM NUMBER<br>G. 11.    |

### BACKGROUND

On September 5, 2023, Common Council directed Staff to start with project development for Grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from W. St Martins Road to S 76<sup>th</sup> Street. Staff submitted a TAP grant application on October 27, 2023. The State/Municipal Agreement for an Infrastructure TAP Project was initiated on May 13, 2024.

On April 3, 2024, Common Council directed staff to proceed with the solicitation of a design consultant for this project. Following, City staff solicited and received statements of qualifications (SOQs) for the design of an off-road shared-use path including services for project management, field survey, meetings, public involvement, design reports, environmental documentation and development of plans, specifications and estimate. The City received seven SOQs from various consulting firms in April, 2024. Staff reviewed and rated the seven SOQs and determined Civiltech Engineering, Inc. to be the selected consultant.

Civiltech Engineering, Inc. provided their proposal with scope of services for a fee of \$268,611.56. Staff has reviewed their fee and submitted it to the Wisconsin Department of Transportation for their review and approval.

This project is a TAP grant funded project and part of a three-party contract (the consultant, the municipality, and the State).

Attached to this council action sheet you will find the proposal presented by Civiltech Engineering, Inc. stating their scope of services as well as the council action sheet from April 3, 2024.

### FISCAL NOTE

This project is a TAP grant funded project and part of a three-party contract (the consultant, the municipality, and the State). The TAP grant funding summary of costs designates a maximum \$340,000 for design & design review services (\$272,000 provided for federal funding with a local funding cost of \$68,000). The participating construction and review summary of costs designates a maximum of \$1,860,000 (\$1,488,000 provided for federal funding with a local funding cost of \$372,000). This project is eligible for 62% park impact fees (\$272,800) leaving a \$167,200 impact to the City's budget. The 2025 budget includes a \$340,000 maximum spend on design services with the consideration of grant payments to be made on a regular basis upon reimbursement requests. Construction costs are already considered in the Capital Improvement Plan for 2027-2028.

### RECOMMENDATION

Staff recommends that the Council authorize a professional services contract with Civiltech Engineering, Inc. in the amount of \$268,611.56.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No 2025 - \_\_\_\_\_, a resolution to authorize a professional services contract with Civiltech Engineering, Inc to provide engineering services for Puetz Road Pathway in the amount of \$268,611 56

DOA – KH, Engineering – MNP

STATE OF WISCONSIN· CITY OF FRANKLIN MILWAUKEE COUNTY

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

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH  
CIVILTECH ENGINEERING, INC TO PROVIDE ENGINEERING SERVICES FOR PUETZ  
ROAD PATHWAY IN THE AMOUNT OF \$268,611 56

-----

WHEREAS, the Common Council directed staff to start with project development for grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from W St Martins Road to S 76<sup>th</sup> Street, and

WHEREAS, the City was approved grant funding totaling \$1,760,000 to be used on design and construction services for the Puetz Road Pathway; and

WHEREAS, City staff solicited and received statements of qualifications (SOQs) for the design of an off-road shared-use path including services for project management, field survey, meetings, public involvement, design reports, environmental documentation and development of plans, specifications and estimate, and

WHEREAS, Staff reviewed and rated the seven SOQs and determined Civiltech Engineering, Inc to be the selected consultant, and

WHEREAS, Civiltech Engineering, Inc provided their proposal with scope of services for a fee of \$268,611.56 Staff has reviewed their fee and submitted it to the Wisconsin Department of Transportation for their review and approval; and

WHEREAS, the 2025 budget includes a not-to-exceed amount for design services of \$340,000 with the anticipation of grant funding to be reimbursed on a regular basis.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with Civiltech Engineering Inc to provide engineering services for Puetz Road pathway, subject to changes approved by the City Administrator, Finance Director, and the City Attorney.

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

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

APPROVED·

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

ATTEST

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

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

|                              |                                                                                                                                                                                                |                              |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| APPROVAL                     | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                                                  | MEETING DATE<br>June 3, 2025 |
| REPORTS &<br>RECOMMENDATIONS | A Resolution to Supersede a State/Municipal Financial Agreement for an Infrastructure Transportation Alternatives Program (TAP) Project for West Puetz Road Pathway in the Amount of \$440,000 | ITEM NUMBER<br>G. 3.         |

### Background

Initial discussions on the Puetz Pathway Trail project began on August 15, 2023. On September 5, 2023, Common Council directed staff to proceed with project development for Grant applications regarding the W. Puetz Road Pathway from S 76<sup>th</sup> Street to W St Martins Road. The project costs at that time were roughly \$2.0 million. The Transportation Alternative Program (TAP) grant became available and staff submitted the grant application on October 27, 2023. The grant covers significant costs for the project at 80% with 20% being locally funded by the City. On May 21, 2024, the City moved to execute a State/Municipal Agreement for the Infrastructure TAP Project in the amount of \$440,000.

### Analysis

The initial Agreement dated May 13, 2024, had the following

**Project Award date: TBD**

**Commencement deadline: TBD**

**Completion deadline: TBD**

On May 1, 2025, the City received the 1<sup>st</sup> revision to the State/Municipal Agreement to update the following

**Project Award date design: August 28, 2024**

**Project Award date construction: June 4, 2024**

**Commencement deadline for design: August 28, 2028**

**Commencement deadline for construction: June 4, 2028**

**Completion deadline: June 30, 2033**

### Fiscal Note

The Puetz Pathway trail project has an estimated design and construction budget of \$2,200,000 with \$1,760,000 funding from the grant (80%) and the remaining \$440,000 funding from local funding. This project is eligible for 62% use of park impact fees (\$272,800) leaving \$167,200 impact to the City's future budget. \$340,000 for design services have been allocated in the 2025 budget. Future budgets will represent the construction costs.

**\*\*There is no change to the funding requests and summary of costs on this updated State/Municipal Agreement. There is only an update to the project deadlines.**

### COUNCIL ACTION REQUESTED

Adopt Resolution 2025-\_\_\_\_, a Resolution to Supersede a State/Municipal Financial Agreement for an Infrastructure Alternatives Program (TAP) Project for West Puetz Road Pathway in the Amount of \$440,000.

Engineering Dept-MNP/Finance Dept-DB

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

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

A RESOLUTION TO SUPERSEDE A STATE/MUNICIPAL FINANCIAL AGREEMENT  
FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP)  
PROJECT FOR WEST PUETZ ROAD PATHWAY IN THE AMOUNT OF \$440,000

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WHEREAS, Wisconsin Department of Transportation (WisDOT) has awarded the City of Franklin a Transportation Alternatives Program (TAP) Project grant for a pathway constructed along West Puetz Road from West St Martins Road to South 76<sup>th</sup> Street, and

WHEREAS, this section of West Puetz Road, covering a distance of 1.3 miles, is a crucial arterial road connecting various neighborhoods and accommodating approximately 750 residential homes, condominiums, and apartment units, and

WHEREAS, a State/Municipal Financial Agreement was approved on May 21, 2024, and

WHEREAS, the only updates to the Agreement was related to the execution of deadline dates

NOW, THEREFORE, BE IT RESOLVED, the City of Franklin will enter into a new State/Municipal Financial Agreement for \$440,000 with updated deadline dates to supersede the previous agreement

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

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

APPROVED

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

ATTEST

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

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



1<sup>st</sup> Revision

**STATE/MUNICIPAL AGREEMENT  
FOR AN INFRASTRUCTURE  
TRANSPORTATION  
ALTERNATIVES PROGRAM (TAP)  
PROJECT**

Subprogram # 290

Program Name TAP

FFY 2024 Redistribution (Design 01 ID)  
2024-2028 TAP (Construction 71 ID)

*This agreement supersedes the  
agreement signed by the Municipality in  
June 4 & 6, 2024 and signed by the State  
on August 29, 2024*

Revised Date May 1, 2025

Date May 13, 2024

ID 2976-04-01/71

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title C FRANKLIN, PUETZ RD  
PATHWAY

Location/Limit S 76TH ST TO W ST MARTINS  
RD

Project Length (if applicable) 1.3 Miles

Project Sponsor City of Franklin

County Milwaukee

MPO Area (if applicable) SEWRPC

The signatory, the City of Franklin, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec 213 (revised to 23 U S C sec 133 per the FAST Act of 2015)

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes

**NEEDS AND ESTIMATE SUMMARY**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility -** Describe and give reason for request. Puetz Road is a busy arterial road with no shoulders and ditches which provide an unsafe option for bicycle and pedestrian use.

**Proposed Improvement -** Nature of work. Construct a 10ft separated pathway to accommodate bicycle and pedestrian users.

The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$1,760,000 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,760,000 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.



The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

**Project Award date design: August 28, 2024**

**Project Award date construction: June 4, 2024**

**Commencement deadline for design: August 28, 2028**

**Commencement deadline for construction: June 4, 2028**

**Completion deadline: June 30, 2033**

**The project commencement deadline is fixed by statute and may not be extended.**

The subject project must be completed by **June 30, 2033**, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

| PHASE                               | SUMMARY OF COSTS   |                    |            |                       |            |
|-------------------------------------|--------------------|--------------------|------------|-----------------------|------------|
|                                     | Total Est. Cost    | Federal Funds      | %          | Project Sponsor Funds | %          |
| <b>ID 2976-04-01</b>                |                    |                    |            |                       |            |
| Design                              | \$320,000          | \$256,000          | 80%*       | \$64,000              | BAL*       |
| Design Review #                     | \$20,000           | \$16,000           | 80%*       | \$4,000               | BAL*       |
| <b>2976-04-01 Subtotal</b>          | <b>\$340,000</b>   | <b>\$272,000</b>   |            | <b>\$68,000</b>       |            |
| <b>ID 2976-04-71</b>                |                    |                    |            |                       |            |
| Participating Construction          | \$1,840,000        | \$1,472,000        | 80%*       | \$368,000             | BAL*       |
| Participating Construction Review # | \$20,000           | \$16,000           | 80%*       | \$4,000               | BAL*       |
| Non-Participating Construction      | \$0                |                    | 0%         | \$0                   | 100%       |
| <b>2976-04-71 Subtotal</b>          | <b>\$1,860,000</b> | <b>\$1,488,000</b> |            | <b>\$372,000</b>      |            |
| <b>Total Est. Cost Distribution</b> | <b>\$2,200,000</b> | <b>\$1,760,000</b> | <b>MAX</b> | <b>\$440,000</b>      | <b>N/A</b> |

\*This project has a TAP federal funding maximum of \$1,760,000. This maximum is cumulative for all federally funded project phases.

# Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal funding.

This request is subject to the terms and conditions that follow (pages 3–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

|                                                                                     |                                          |
|-------------------------------------------------------------------------------------|------------------------------------------|
| Signed for and in behalf of the <b>City of Franklin</b> (please sign in blue ink)   |                                          |
| Name (print)    John R. Nelson                                                      | Title    Mayor                           |
| Signature                                                                           | Date                                     |
| Name (print)    Shirley J. Roberts                                                  | Title    City Clerk                      |
| Signature                                                                           | Date                                     |
| Provisions have been made to pay the liability that will accrue under this contract |                                          |
| Name (print)    Danielle L. Brown                                                   | Title    Director of Finance & Treasurer |
| Signature                                                                           | Date                                     |
| Approved as to form and execution                                                   |                                          |
| Name (print)    Jesse A. Wesolowski                                                 | Title    City Attorney                   |
| Signature                                                                           | Date                                     |
| Signed for and in behalf of the <b>State</b> (please sign in blue ink)              |                                          |
| Name    Tony Barth                                                                  | Title    WisDOT SE Region Planning Chief |
| Signature                                                                           | Date                                     |

**GENERAL TERMS AND CONDITIONS:**

- 1 All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization
- 2 Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging
- 3 The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.)

- b Equal protection guaranteed under the U S Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis Stat Sec 16 765 The Project Sponsor agrees to comply with and promote applicable Federal and State laws Executive Orders regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance " The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation
  - c All applicable DBE requirements that the State specifies
  - d Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec 213 (revised to 23 U S C sec 133 per the FAST Act of 2015)
- 4 Additional applicable state and federal requirements may include, but are not limited to, the following
  - a Prevailing wage requirements, including but not limited to 23 U S C 113 and Wis Stat Sec 103 50
  - b Buy America Provision and its equivalent state statutes, set forth in 23 U S C 313 and Wis Stat Sec 16 754
  - c Competitive bidding requirements set forth in 23 U S C 112 and Wis Stat Sec 84 06

#### STATE RESPONSIBILITIES AND REQUIREMENTS:

- 5 Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program Federal funding will be limited to participation in the costs of the following items, as applicable to the project
  - a The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind
  - b Storm sewer mains necessary for the surface water drainage
  - c Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main
  - d Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main)
  - e Signing and pavement marking, including marking of detour routes Detour routes and haul roads are not eligible on local projects
  - f New installations or alteration of street lighting and traffic signals or devices
  - g Landscaping
  - h Preliminary Engineering
  - i State Review Services
  - j Other eligible TAP non-infrastructure items as enumerated in the approved application
- 6 Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program

7 State Disbursements

- a Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
- b A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

- 8 Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project:
  - a New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities
  - b Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage
  - c Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d Real estate for the improvement
  - e Construction engineering for inspection, staking, and testing of sanitary sewer and water main
  - f Conditioning, if required and maintenance of detour routes
  - g Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement
  - h All work related to underground storage tanks and contaminated soils
  - i Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM)
- 9 The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis Stat Sec 85.021 and all applicable federal laws 23 USC sec 213 (revised to 23 U S C sec 133 per the FAST Act of 2015)
- 10 Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U S C 112 and Wis Stat Sec 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM) Chapter 8, Consulting Services
- 11 The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
- 12 The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities

- working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process
- 13 The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities
  - 14 A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids
  - 15 The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted
  - 16 Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction
  - 17 The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities
  - 18 The project is subject to a discretionary DBE goal assessment
  - 19 The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions
  - 20 If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work
  - 21 If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand
  - 22 Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project
  - 23 The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested
  - 24 The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020
  - 25 In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment

opportunities The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause

- 26 The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s 51 01 (5), sexual orientation as defined in s 111 32 (13m), or national origin
- 27 When applicable to the project, the Project Sponsor will at its own cost and expense
- a Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year
  - b Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction
  - c Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street
  - d Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects
  - e Provide relocation orders and real estate plats and easements, as required by the project
  - f Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls
  - g Provide maintenance and energy for lighting
  - h Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause
- 28 It is further agreed by the Project Sponsor that
- a The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement
  - b The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission
  - c The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays
  - d All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as

may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration

- 29 The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### LEGAL RELATIONSHIPS:

- 30 Responsibility for Damage and Tort Claims. The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor, or on account of or in consequence of any neglect in safeguarding the work, or because of any act or omission, neglect or misconduct of the Project Sponsor, or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees, or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State, or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State, except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a The word "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
  - b Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
- 31 The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29

- a Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency,

- b Have not, within a three-year period preceding this State/Municipal 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 (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
  - c Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above,
  - d Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default, and
  - e That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official
- 32 *Contract Modification* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 33 *Binding Effects* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
- 34 *Choice of Law and Forum* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
- 35 Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### PROJECT FUNDING CONDITIONS

- 36 *Non-Appropriation of Fund* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
- 37 *Maintenance of Records* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.



- 38 The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions  
The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less  
The project federal funding maximum of **\$1,760,000** is cumulative for all federal funded project phases
- 39 Federal Redistribution Funding If all or part of the federal share to this project consists of Federal Redistribution Funding, the Project Sponsor understands and agrees that Federal Redistribution Funding is not guaranteed Project Sponsor understands and agrees to potentially receive Federal Redistribution Funding, Project Sponsor must meet all applicable state and federal program rules to be considered for inclusion in the department's 2024 Federal Redistribution request

Additional information relating to the 2024 Federal Redistribution Initiative can be found at the following webpage <https://wisconsindot.gov/Pages/doing-bus/redistribution.aspx> Failure to meet or complete with all applicable state and federal program rules may result in funding being unavailable for the project In the event funding is not available or is not granted to a project (all types) for any reason, Project Sponsor agrees to bear all project costs incurred and will indemnify and hold harmless the State for any and all costs or liabilities associated with the same

W. Puetz Road from S. 76th Street (County U) to W. St. Martins Road (WIS 100)

# W. PUETZ ROAD PATHWAY PROJECT



## PUBLIC INVOLVEMENT MEETING Help Shape the W. Puetz Road Pathway

The City of Franklin is holding a Public Involvement Meeting for the W. Puetz Road Pathway Project.

The W. Puetz Road Pathway Project will design a new off-road, shared-use path (trail) between S. 76th Street (County U) and W. St. Martins Road (WIS 100). The trail will safely accommodate people walking, biking, and rolling while providing separation from motor vehicle traffic.

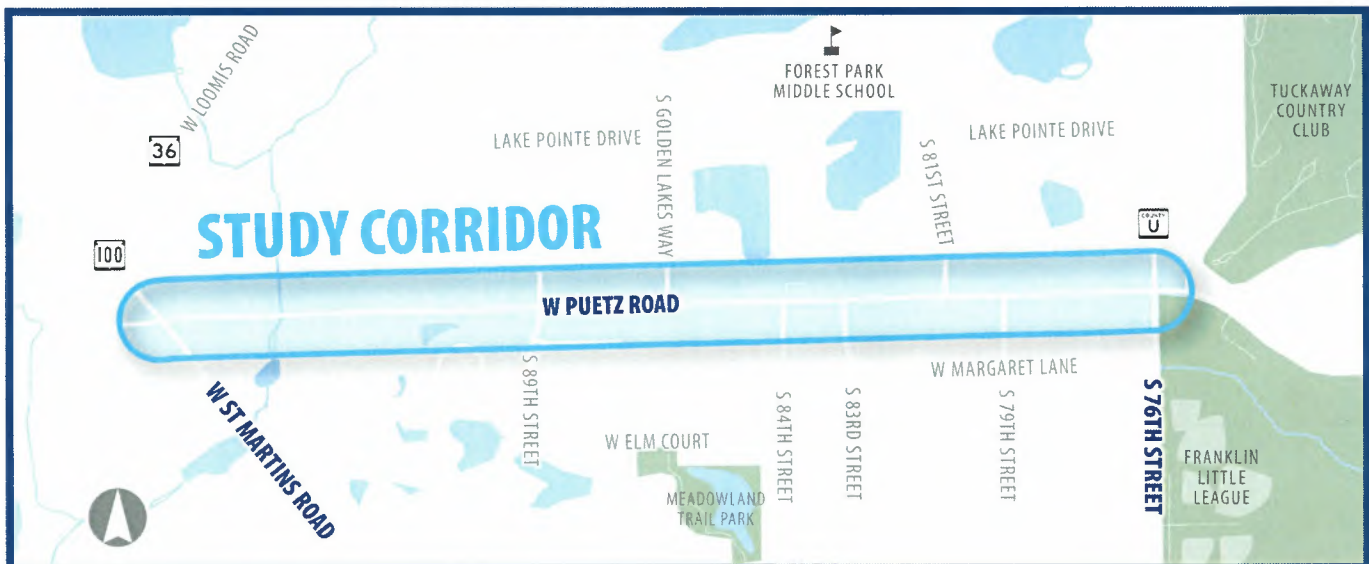
**The W. Puetz Road Pathway Project will enhance recreational opportunities by connecting community spaces, businesses, and residents.**

**WHAT** W. Puetz Road Pathway  
Public Involvement Meeting

**WHEN** Tuesday, October 28, 2025  
5:30pm – 7:00pm

**WHERE** Franklin Public Library,  
9151 W. Loomis Road

**This meeting will be held in an open house format, so stop by anytime!**



### STAY INFORMED!

Visit [franklinwi.gov/Departments/Engineering/Public-Construction/W.-Puetz-Road-Pathway-Project.htm](http://franklinwi.gov/Departments/Engineering/Public-Construction/W.-Puetz-Road-Pathway-Project.htm) to view project materials.

This meeting will be accessible to individuals with disabilities upon request. Please contact the City of Franklin Engineering Department by email at [kquiles@franklinwi.gov](mailto:kquiles@franklinwi.gov), or by phone at **414-425-7510**.

**SCAN  
ME** →  
to view project  
website



[franklinwi.gov/Departments/Engineering/Public-Construction.htm](http://franklinwi.gov/Departments/Engineering/Public-Construction.htm)

## Meeting Summary

### Public Involvement Meeting #1

October 28, 2025

#### Introduction

The W. Puetz Road Pathway Project will construct a new shared-use path along W. Puetz Road between S. 76th Street (County U) and W. St. Martins Road (WIS 100). The project's goal is to improve safety and comfort for people walking and biking while filling gaps in the existing network and enhancing access to nearby neighborhoods, schools, parks, and local destinations. Planned improvements include a separated shared-use path, new signage, and pavement markings.

The City of Franklin and the project team hosted the first Public Involvement Meeting (PIM) on Tuesday, October 28, 2025, from 5:30 – 7:00 PM at the Franklin Public Library, which is ADA accessible. The PIM was advertised 30 days prior to the meeting date. Meeting details were posted to the City's website. Residents near the project corridor received a meeting announcement in the mail, and a Public Involvement Meeting flyer was shared at key locations in the community such as City Hall and the Franklin Public Library.

The purpose of the meeting was to share information about existing conditions, present design alternatives, and gather public feedback about the design alternatives. Participants reviewed project exhibit boards which shared a project overview, Average Daily Traffic and transportation network near project corridor, existing cross sections, proposed design alternatives, and an alternative alignment data table, as well as aerial maps showing three alternative designs. Attendees were also provided with a project fact sheet and a FAQ document which provided more information about the project's funding and the design process. Participants provided feedback through written comment forms and discussions with the project team.

Approximately 61 community members attended PIM #1. A total of 27 written comments were received during the open house, and 7 comments were received during the public comment period. The official public comment period for this PIM ended on November 28.

#### Alignment Alternative Descriptions

- **Alternative A (South Alignment):** Pathway located on the south side of W. Puetz Road.
- **Alternative B (North Alignment):** Pathway located on the north side of W. Puetz Road.
- **Alternative C (Hybrid Alignment):** Pathway on the north side from W. St. Martins Road to S. 89th Street, and on the south side from S. 89th Street to S. 76th Street.
- **Alternative D:** No Build.

#### Key Comment Form Takeaways

Verbal and written comments for this public involvement meeting reflected a wide range of perspectives. Many participants expressed interest in improving safety and mobility along W. Puetz Road, while others shared concerns about property impacts, environmental conditions, and long-term maintenance.

Of the 34 written comments provided:

## W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



- 20 (59%) **are supportive** of the project. Reasons given include:
  - The perceived safety from separation of travel modes that currently is not available.
  - Improved neighborhood connectivity.
- 14 (41%) **are not supportive** of the project. Reasons given include:
  - Concerns about property impacts, such as loss of trees and potential flooding.
  - Concerns about public safety and privacy due to increased foot traffic.
- 7 (21%) prefer Alignment A (South alignment). Reasons given include:
  - Less utility impacts.
  - Continuous alignment.
  - No property acquisitions required.
- 7 (21%) prefer Alignment B (North alignment). Reasons given include:
  - Less tree impacts.
  - Less wetland impacts.
- 4 (12%) prefer Alignment C (Hybrid alignment) Reasons given include:
  - Fewer driveways crossed.
  - Less wetland impacts.

### Key Verbal Feedback Takeaways

The project team discussed the differences between each alternative. Based on discussions, the team found that a majority support the project, however, there is not a majority opinion about the preferred alternative.

Many residents in support of the project believe the shared-use path will improve safety for pedestrians and bicyclists traveling along W. Puetz Road and will provide additional connectivity in the community.

The preferred alternative is split between Alternative A and Alternative B. Residents noted that they preferred a design opposite their property, and one that has fewer overall impacts.

Residents who are not supportive of the project cited increased foot traffic and preserving the rural character of the road as key concerns.

Key comment themes, and estimated number of comments received verbally, are summarized below:

#### Pathway Support (3 Verbal Comments)

Supportive participants emphasized the safety and mobility benefits a separated shared-use path could provide, particularly for families, bicyclists, and walkers.

#### Opposition / “No Build” Preference (4 Verbal Comments)

Participants who preferred the “No Build” Alternative shared concerns about potential impacts on private property, trees, and wetland impacts, and expressed a preference for maintaining the existing character of the corridor without additional infrastructure.

#### Traffic Safety and Connectivity (4 Verbal Comments)

Participants highlighted the current safety risks along W. Puetz Road, particularly for walkers, runners, and bicyclists. Supportive attendees noted that a path could provide a safer route along the corridor and to nearby destinations. Alignment preferences were influenced by property location, with some favoring the side opposite their home to minimize impacts.



## W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



### Privacy and Personal Safety (4 Verbal Comments)

Participants raised concerns about increased foot and bicycle traffic near homes and asked whether screening options such as landscaping or fencing would be considered to help preserve privacy.

### Wetland Concerns (2 Verbal Comments)

Flooding and drainage near wetlands were cited as a major concern. Participants noted that flooding currently overtops the road during heavy rain, and several asked how a path could be designed to avoid worsening stormwater impacts on neighboring properties.

### Design and Maintenance (3 Verbal Comments)

Participants raised questions about ongoing maintenance, including snow removal and landscaping. Concerns were also raised about how the path might increase foot traffic near private property and affect personal gardens or yards within the City's right-of-way.

## Comment Form Summary

A total of 34 written comments were submitted during or after the open house.

**Table 1** provides a summary of key themes found in the comment forms. 59% of respondents expressed support for the proposed pathway and 41% are opposed. Concerns focused on privacy, drainage and wetlands, loss of trees, project cost, and maintenance responsibilities. Supportive comments emphasized safety, connectivity, and improved access for families and children. See **Table 2** for all written comments.

| Table 1: Tabulation of Themes                                     |                    |          |
|-------------------------------------------------------------------|--------------------|----------|
| Themes                                                            | Number of Comments | Percent  |
| Pathway Support                                                   | 20                 | 59%      |
| Opposition / "No Build"                                           | 14                 | 41%      |
| Alignment A (South Alignment)                                     | 7                  | 21%      |
| Alignment B (North Alignment)                                     | 7                  | 21%      |
| Alignment C (Hybrid Alignment)                                    | 4                  | 12%      |
| Traffic Safety & Connectivity                                     | 18                 | 53%      |
| Wetland Concerns                                                  | 8                  | 24%      |
| Privacy & Personal Safety                                         | 7                  | 21%      |
| Design & Maintenance                                              | 12                 | 35%      |
| <b>TOTAL</b>                                                      | <b>34</b>          | <b>*</b> |
| <i>* Most comments are categorized into more than two themes.</i> |                    |          |

Key comment themes are summarized below:

### Pathway Support (20 Written Comments) – 59%

- Supportive participants said a separated path would significantly improve safety for pedestrians and bicyclists along W. Puetz Road. (8 comments)
- Connectivity to community destinations including the Oak Leaf Trail, parks, the library, and nearby neighborhoods was noted. (5 comments)
- Of the residents supportive of the project, eight (8) shared the following concerns they would like the project team to address:

## W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



- Concerns about wetland impacts or drainage. (4 comments)
  - Concerns about privacy, public safety, and question about whether motorized micromobility devices will be allowed to use the shared-use path. (3 comments)
  - Maintenance (1 comment)
- At least four (4) comments submitted selected Alternative A, B, or C; however, appears that they do not see substantial project benefits for themselves and are neutral or not very supportive of the project.

### Alignment A (7 Written Comments) – 21%

- Reasons why this alignment was selected:
  - Limited project impacts (2 comments)
  - Continuity and Connectivity (2 comments)

### Alignment B (7 Written Comments) – 21%

- Reasons why this alignment was selected:
  - Limited projects impacts (4 comments)
  - Continuity and Connectivity (1 comment)

### Alignment C (4 Written Comments) – 12%

- Reasons why this alignment was selected:
  - Limited project impacts (3 comments)
  - Continuity and Connectivity (1 comments)

### Opposition / “No Build” Preference (14 Written Comments) – 41%

- Common concerns included:
  - Expected impacts to trees, landscaping, gardens, and use of the right-of-way. (9 comments)
  - Loss of privacy and increased foot/bike traffic near homes. (4 comments)
  - Belief that existing nearby trails already serve this purpose. (4 comments)
  - Questions about project cost, need, and long-term maintenance. (2 comments)

### Traffic Safety and Connectivity (18 Written Comments) – 53%

- Many participants identified W. Puetz Road as unsafe for pedestrians, runners, and bicyclists. (11 comments)
- Supportive comments emphasized creating a continuous route and improving family-friendly access. (6 comments)
- Several noted a concern that the project would increase traffic along W. Puetz Road. (2 comments)

### Wetland Concerns (8 Written Comments) – 24%

- Many comments raised concerns about existing drainage issues near wetland areas where water already overtops the roadway during storms, and concerns this could be worsened with this project. (5 comments)

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- Several questioned whether the project could be constructed within environmental constraints. (4 comments)
- Concerns about tree removal. (3 comments)

### Privacy and Personal Safety (7 Written Comments) – 21%

- Residents expressed concern about loss of privacy due to increased visibility and activity near their homes, and some further suggested the team consider into design changes to reduce visibility and noise for properties along the shared-use path, such as fencing. (6 comments)
- Some raised questions about how the pathway might affect crime or trespassing. (2 comments)

### Design and Maintenance (12 Written Comments) – 33%

- Participants asked about path width, surface type, and what design solutions are being proposed to minimize impacts. (5 comments)
- Concerns about long-term maintenance, including snow removal, grass trimming, and trash pickup (2 comments)
- Questions about enforcement for e-bikes, scooters, and other users. (2 comments)

## Written Comment Forms Received

| Table 2: Written Comment Forms Received |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Themes                                  | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Pathway Support                         | I am supportive of a pathway in most regards, though not looking forward to extra foot traffic past my house. <ul style="list-style-type: none"><li>- Puetz is a dangerous road to walk along currently as it is.</li><li>- I would only be supportive if the grant funds supported this. I would not want tax dollars to go to this project.</li><li>- Concerned about the water in the wetland areas and the yards and how and when it will get disposed during heavy rain and winter thaw.</li></ul> |
| Traffic Safety & Connectivity           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Wetland Concerns                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Privacy & Personal Safety               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Pathway Support                         | This is a MUCH needed project for safety for the residents of the community to link down to the Oak Leaf Trail farther down Puetz. This will positively affect the quality of life in the city. There are too many instances of near misses of residents (sometimes with baby strollers) almost getting clipped by traffic as they try to navigate walking the shoulder.                                                                                                                                |
| Traffic Safety & Connectivity           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Pathway Support                         | I appreciate the path, and it would mean a lot to see all the residents to be able to safely use non car transportation from our home. I highly support it.                                                                                                                                                                                                                                                                                                                                             |
| Traffic Safety & Connectivity           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Pathway Support                         | I really like this project. I think this project will make Puetz Road safer for pedestrians and bikers. My preference is the pathway to be situated on the South side (South Alignment "A")                                                                                                                                                                                                                                                                                                             |
| Alignment A                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Traffic Safety & Connectivity           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Pathway Support                         | Choose Alternative A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Alignment A                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Pathway Support                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Alignment A                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Alignment C                             | I think Alignment A or C should be pursued.<br>This is an exciting and overdue improvement for our community!                                                                                                                                                                                                                                                                                                                                                                                           |
|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



# W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Traffic Safety & Connectivity | I ride my bike on the Oak Leaf Trail and I can only get to the path safely by crossing through the neighborhood on the south side of Puetz.<br>This would be a great amenity for all of us who live off of Puetz Road. You can get to the proposed city center, the library and park safely – finally! Thank you.                                                                                                                                                                                                                                                                                                                                                                         |
| Pathway Support               | <p>My vote: Alternative A</p> <ul style="list-style-type: none"> <li>- eliminates cross Puetz by path users.</li> <li>- Straight shot from end to end.</li> <li>- No acquisition of additional property required.</li> <li>- SAFETY FACTOR – I’m “blessed” to NOT hit persons walking and bike riding at dusk on dark times of the day.</li> <li>- Simply put – please fast-track this project – MUCH APPRECIATED!!!</li> </ul>                                                                                                                                                                                                                                                           |
| Alignment A                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pathway Support               | I prefer alternative A or C. On alternative B it would be too close to my house. I like the idea of a path.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Alignment A                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Alignment C                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pathway Support               | I do want a path. I am a runner and heading down Puetz to trail has always been dangerous. I would prefer the path on the south side as it would be less impactful to existing homeowners (less utility needing relocation). I am on a crossroad and there are a lot of regular users that cross over to get to other half of subdivision that I’m sure would use the new path. I also see a lot of kids riding their bikes/scooters down Puetz heading to Walgreens.                                                                                                                                                                                                                     |
| Alignment A                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pathway Support               | <p>Concerned with the loss of privacy, and drainage impacts already poor drainage in area. Needs to be addressed.</p> <p>Path now existing on Hwy 100, is Puetz Path needed?</p> <p>Path should go on north side of Puetz if built.</p> <p>Need clear rules on what is allowed to travel on path – e-bikes, mini-bikes, electric scooters... + how rules will be enforced.</p> <p>Also concerned with garbage + dog waste that will increase with additional foot traffic. Need enforcement + patrols.</p> <p>Developer that owns prop on north side of Puetz + Hwy 100 is planning to add apts + town homes + commercial. Path would be more useful to that in density of occupants.</p> |
| Alignment B                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Wetland Concerns              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Privacy & Personal Safety     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pathway Support               | North alignment “B”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Alignment B                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pathway Support               | <p>A pathway is LONG OVERDUE on Puetz Rd. It is far too narrow of a road for pedestrians + bikes to share w/ automobiles.</p> <p>I vote for Alternative B North Alignment for continuity and the removal of fewer trees.</p> <p>My family has always enjoyed hiking + biking, especially the Oak Leaf trails and it will be nice to have a SAFE way to access the trails. We also like a safe way to get to our “shopping district” w/o getting behind the wheel of a car.</p>                                                                                                                                                                                                            |
| Alignment B                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pathway Support               | I lived have on W Puetz Rd for 23 years. I would like for you to consider Hybrid Alternative C and save the beautiful oak trees across the street.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Alignment C                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pathway Support               | <p>My concern would be regarding privacy and crime related to the path. Once completed, would any privacy be party of the project for the homeowner whose property is next to the trail? For example, would trees or fences be installed or would that be the responsibility of the homeowner?</p> <p>Additionally, what sort of crime data is there when there are trails like this for the properties next to the trail?</p>                                                                                                                                                                                                                                                            |
| Privacy & Personal Safety     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pathway Support               | Disruption of traffic on Puetz + houses that will live on the path                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



# W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Traffic Safety & Connectivity | Who will be in charge of plowing the sidewalk and maintenance of the grass.<br>Can we add more landscape to block the path or city.<br>What will be allowed on path?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Opposition / "No Build"       | For most of my life I have lived on Puetz Rd. This project could remove half my front yard of a house that has been on this street for 80 years. Project choice A would cut into my front yard all the way up to my window. This rids the privacy I have in my living room and kitchen and also causes problems for my dog. This would be a huge inconvenience to my family and probably other property owners on our side. Especially when the sidewalk that is being made for people have just moved here. Nowhere would this benefit us. Alternative A would only be convenient to the cul-de-sac across from us. Puetz has bene fine for years without sidewalks and while there may be some benefits, none would be for me.                                                                                                                                                                                                      |
| Privacy & Personal Safety     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Pathway Support               | First, I am unsure how this could be designed + build for 2.2 Million.<br>Second, I feel this path is very large going through Wetlands and removing several trees which will destroy the look of the road. The current path/sidewalk going up 36 has almost no foot/bike traffic. This seems like a waste of money.<br>Third, the water flow in the ditches is currently bad, how will this new design help move water or will it just fill up other places in the yard.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Wetland Concerns              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Opposition / "No Build"       | It seems that there are quite a few questions that can't/won't be answered before next meeting in spring, I feel this is trying to slam it down residents without answers. 26 years ago, I was told the neighboring development would not impact my property, prior I had not moved, 10% was considered wetland, now my property is more than 40% wetland, creating hindrance exiting my driveway, tonight if Alternative A would not affect me again, but I think differently. There has not been any serious inquiring of utilities as to plans of buried electrical phone lines in the future (will inquire after the plans are selected). I am against all plans (even though I do quite a lot of year-round walking in the area but feel that Alternative B would be less of an impact on all residents/wetland, vegetation. I am requesting a mailing that this comment form has been read by all member of the common council. |
| Alignment B                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Wetland Concerns              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Opposition / "No Build"       | Puetz Rd is not safe to walk or ride a bike on, but it seems when they did the road they could have put in a wider road for the path now they want our land + yards so I'm going to vote NO to the path                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Opposition / "No Build"       | There should be no paths on Puetz Rd. There is a beautiful path just a short way down the road. If people want to walk, bike or run, they should use this existing beautiful path. We should not be recking people's beautiful grounds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Opposition / "No Build"       | I just moved in 2 years ago and live on Puetz. My home is directly impacted in 2 of the alternatives.<br>I do not support any of the build alternatives as noted 2 impact my property directly. I would need to move my garden away from where it is currently located. Additionally, I moved out here because it was a quiet road with limited traffic. I believe that this will increase traffic of different kinds, sire, in front of our house. Our dogs dislike bikes/scooters + things like that – so I anticipate a lot of barking and that will be frustrating to me/my neighbors. We are looking for a quiet + peaceful life!                                                                                                                                                                                                                                                                                                |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Privacy & Personal Safety     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Design and Maintenance        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

# W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | Finally, I do believe this will increase costs to the city for upkeep + snow removal. Taxes are plenty high as it stands. For the impacted neighbors – please don't do this.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Opposition / "No Build"       | We are not in favor of Alternative A or C. Both would impact our property which will include removing 6 nature trees (one of the reasons we bought the property 25 years ago). We would prefer the No Build Alternative but if we had to choose another plan it would be Alternative B (north side of the street). We do not think this pathway is necessary                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Alignment B                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Pathway Support               | We are against Alternative A because it will trap additional steam run-off in our front yard. By adding a curb + gutter this will raise elevation by 8" which will trap more stream run-off in our front yard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Alignment B                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Wetland Concerns              | Alternative B will not trap any stream run-off so we would prefer this alternative or no pathway at all.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Opposition / "No Build"       | I think the project is a waste of money! The trees you have to cut down – the wetlands you are going to disrupt – the driveways – utility poles and fire hydrants. No one will walk or ride a bike on Puetz Rd. The parks and other areas in Franklin and much more scenic + useful to the public. The road is more of a drag street than leisure walking, the flooding in the ditches and culverts has always been a problem. The cost of the DNR and laws that regulate the spring fed pond on both sides of the road I find hard to believe can pass any day of the rules – environmental. Money can be spent in better ways.                                                                                                                                                                   |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Wetland Concerns              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Opposition / "No Build"       | I prefer Alternative "D" (No Build) leave it alone as it is. As a 2 <sup>nd</sup> choice Alternative "B" and as a final Alternative "C". Reason should be obvious I don't want to lose any privacy that I currently quite enjoy. A trail in what is essentially my front yard will have all kinds of foot traffic of strangers casually disturbing my privacy for something as trivial as convince. There are already many paths, parks, trails, walkways for people they do not need it. I hope that this pathway doesn't ever come to fruition and me and my family can continue to enjoy our home, space, and yard as it is.                                                                                                                                                                    |
| Alignment B                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Alignment C                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Privacy & Personal Safety     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Opposition / "No Build"       | I would like to start by saying it's wonderful to have grant monies HOWEVER if it does not serve the needs of the public (meaning Puetz Rd residents) its futile. I have lived on the North side of Puetz and absolutely do NOT want this project. And especially if it is on my side. Too bad we could not have widened Puetz Rd with the grant money. It does not (the road) even have a shoulder of any kind. Simply put homeowners do not want to give permission to other individuals to be in their front yards.<br>If this goes to council meetings, could I please have a phone call letting me know when the meeting is. I do not like email.                                                                                                                                             |
| Opposition / "No Build"       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Wetland Concerns              | We are absolutely against putting in any kind of sidewalk, path, etc. We vote for the "no build" alternative.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                               | <ul style="list-style-type: none"> <li>- When we purchased our property, we did so in part to get away from city living, sidewalks, etc.</li> <li>- We are against a project that removes trees, affects wetlands, animal habitats, the possibility of land acquisition by the city and move pavement/loss of green spaces.</li> <li>- Franklin has NUMEROUS paths already throughout the city.</li> </ul> <p>Who applied for the Transportation Alternative Program award? Why? When was it submitted? When was it approved? There has to be more valuable endeavors that could use the \$1M this is costing taxpayers (federal funds)</p> <ul style="list-style-type: none"> <li>- This is NOT free money, - have we not learned that we need to be more frugal with taxpayer money??</li> </ul> |



**W. Puetz Road Pathway Project**S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pathway Support               | Hello,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Traffic Safety & Connectivity | <p>I wanted to send a message about my support for the Puetz pathway. Currently my neighborhood is contained and cannot be walked to or from easily. A pathway would allow people to walk to surrounding businesses, neighborhoods and nature trails safely. Regularly on Puetz I see teenagers and kids biking in the middle of the street. Not having a safe space for them worries me greatly because of the speed people normally drive there without construction. I hope a pathway is built.</p> <p>Thank you,</p> <p>Stephanie Bursak</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Opposition / "No Build"       | Please put me down as against the pathway project. This is coming too late. It should have been done this year when the road was redone. A 10 foot path that requires maintenance costs money every year. It is unnecessary in my opinion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Opposition / "No Build"       | <p>We attended the open meeting on October 28, 2025. We would like to submit our views on the proposed ""Puetz Rd Project.""</p> <p>We own a home on Puetz Rd. As such, we are directly and negatively impacted by this proposal. We strongly object to the construction of a pathway, regardless of whether it is situated on the north or south side of Puetz Rd. Please take the following comments into consideration:</p> <p>1.The construction of a 10ft pathway using asphalt (plus 2, 2 ft gravel shoulders), will create an eyesore. The proposed dimensions of the path and shoulder areas appear disproportionate in relation to the existing landscape, and the use of asphalt material is unattractive and not suited for a residential street. Therefore, the path will substantially diminish the visual appearance of Puetz Road and negatively affect property values. We certainly would NOT have purchased our current property had such a path been in existence when we bought our home. We understand that the 10ft width is a federal requirement. We think that this requirement argues in favor of its use in a forest or park, not on a residential street.</p> <p>2.The maintenance of the 2, 2 ft gravel shoulders is a concern. This will require regular attention by the city of Franklin as weeds and grass will grow through the gravel. We assume that weed killer will be required. This poses hazards to individuals and the environment.</p> <p>3.Although snow removal will be the city's responsibility, how will this be accomplished? We do not agree to snow from the path being placed on our property or driveway and a 2 foot gravel shoulder is not sufficient to accommodate snow removal from a 10 foot wide path. Additionally, the arrangement will complicate our snow removal from the end of our driveway. How do we blow snow from the end of our driveway that is adjacent to the road so that it does not blow onto the street and yet spans the 10 foot path so that the snow does not fall back on the path? How will the snow that accumulates from street plows and is pushed back onto the path be addressed? Will the path that crosses our driveway be plowed early enough in the morning so that we can get to our commitments? It is misleading to suggest that the city will be responsible for snow removal unless there are solutions to the above issues.</p> <p>4.The proposed path, regardless of whether on the north or south side of Puetz, will reduce our privacy. If it is assumed that the path will be heavily used then the impact on our privacy will be significant. If it is assumed that it will not be heavily used, then it is a waste of money and a pointless imposition on the homeowners directly affected by its construction.</p> |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Wetland Concerns              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**W. Puetz Road Pathway Project***S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)*

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | <p>5. Additional negative impacts on the homeowners on Puetz Rd include:</p> <ul style="list-style-type: none"> <li>- Dog feces and urine on the path as well as private lawns adjacent to the path.</li> <li>- Litter</li> <li>- Noise - How will the use of motorized scooters/bikes be monitored and prevented?</li> </ul> <p>6. The construction process will create a significant amount of disruption, mess, noise as well as destruction to areas of our lawn. This is particularly concerning given that homeowners on Puetz Rd have already endured 7 months last year of disruption, mess, noise, and destruction during the resurfacing of Puetz Rd. This is in addition to the impact from construction work on Hwy 100 on the west end of Puetz this summer.</p> <p>7. Proposing another construction project (when it would have been financially advisable to construct a path or sidewalk at the time of the road resurfacing last year) appears to be an example of bad planning resulting in the inflation of costs that impact the taxpayer. Even federal grants ultimately originate from the taxpayer. Maintenance of the path and associated costs (e.g., utility and tree removal) are funded by Franklin taxpayers. This project does not demonstrate fiscal responsibility or good management of taxpayer funds.</p> <p>8. The assumption seems to be that this will provide a safe walking/biking surface. However, traffic on Puetz Road has significantly increased over the years and cars exceed the speed limit to an alarming degree and on a regular basis. If there have been attempts to remedy this situation, they have failed. A 2 foot gravel shoulder is insufficient to provide safety. Our mailbox (which is 3 feet from the road) has been knocked over twice in 18 months. The police officer suggested that these events were caused by inattentive drivers. In conclusion, the construction of a path of the size and materials indicated is a proposal that we are opposed to for the above reasons. It is not in keeping with the function and appearance of a residential neighborhood, it intrudes upon the privacy of residents, raises numerous questions regarding the likelihood that upkeep and monitoring of the path will occur, detracts from the value of property along Puetz Rd, and will be of great cost but little value.</p> |
| Opposition / "No Build"       | <p>Hello, and I wanted to bring up a few points.</p> <p>1. Meeting on 10/28/25 was somewhat informative. It could have been better in a sit down question answer format.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Traffic Safety & Connectivity | <p>2. From the edge of Puetz Rd to 76th street going east there is a beautiful multi use path 1.1 mile away. It is huge and not going along anyone's property. Why would we need or want anything more.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Privacy & Personal Safety     | <p>3. This new path would be very dangerous for people. Someone is going to drive out or backout and hurt or worse.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Design and Maintenance        | <p>4. This decision is not being made by the people it will impact and should be.</p> <p>5. This path will bring down property values. Will our taxes go down?</p> <p>6. How many people are going to use this path?</p> <p>7. Just because a grant was received doesn't mean we have to change the lives of a whole bock of people in Franklin.</p> <p>8. If we only go by this side or that side it is not fare. One side has more houses.</p> <p>9. There should be more meeting with more question + answers in a sit down format!</p> <p>10. If we must have a path a smaller path + right next to the road.</p> <p>11. We are not being included in any decision making process. How would you feel if your property was involved and you had no input.</p> <p>P.S can we be included in every meeting that is about this topic?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |



# W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pathway Support               | I personally am very excited to have a bike/walking path on Puetz and personally for Plan A – on South side of the road but any option works A, B, or C. We walk + bike and having a path would be so much safer than our current situation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Alignment A                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Opposition / “No Build”       | <p>1.A 10 foot road with a 2 foot shoulder on each side from my research is a mandated size federally but also will be the widest shared path in Franklin. In fact it is the same width as a street lane. This plan does not call for any gates of bollards to prevent vehicular traffic which is a huge safety concern of mine. There are two portions of Puetz Rd with service drives essentially making 3 lanes of roads. Confusing to drivers especially when dark. I vote no to this plan. To Navigate from 76th to HWY100 Margart + Elm can be used as a safer alternative to Puetz Rd. This is the route I took as a kid.</p> <p>2.Franklin will be putting in money to complete this project what is the cost if Franklin to have a 6 foot trail no shoulders in? This way no car can drive down the trail.</p> <p>P.S I am still waiting for restoration from the Puetz Rd project. Also the washed out shoulder that I was told would be fixed by DPW.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Design & Maintenance          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Pathway Support               | <p>As residents of Red Wing Meadows, we would like to share why we agree that a road pathway along Puetz Rd. would be beneficial for our neighborhoods. We moved to Franklin in 2016, and we love our neighborhood. We chose this area because it is safe and there are a lot of families. We are an active family that loves to be outside, walk our dog, and bike as a family.</p> <p>Living near Puetz Rd. has presented challenges, however. Due to how slim the shoulder is between W. St. Martins Rd. and 76th street, it is extremely difficult to leave our neighborhood on foot or bike. Our children are 10 and 13, and we have yet to allow them to cross Puetz alone, or walk or ride their bikes along Puetz. Drivers on Puetz speed, and are not careful or on the lookout for pedestrians or bikers. On one occasion, my oldest daughter and I were stopped on our bikes waiting for traffic to pass, and a car came dangerously close to us. We have never attempted to walk our dog along Puetz due to the traffic and slim shoulder.</p> <p>Having a paved pathway along Puetz would open many doors to our family's active lifestyle! We would be able to walk and bike safely to other neighborhoods, restaurants, and stores. We would be able to allow our children to be more independent. We would not feel like we are trapped in our neighborhood because there is no safe way out. Franklin is a growing community, and with that should come ways to make it accessible to everyone.</p> <p>While we understand that some people's property would be affected, we believe the benefits far outweigh the negative aspects. Perhaps the city could subsidize privacy fencing for those who would like it to prevent people from walking/seeing into their yards? Any of the options presented are okay for us, as it doesn't directly affect our property. Crossing the fewest amount of driveways would be the biggest priority.</p> |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

# W. PUETZ ROAD PATHWAY PROJECT

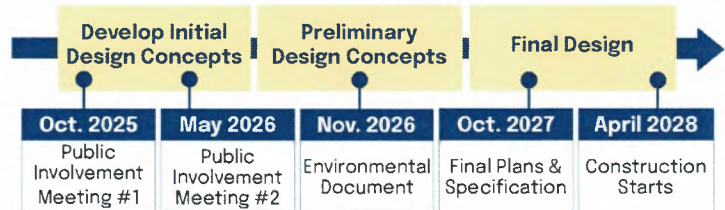


**Public Involvement Meeting #2 | May 13, 2026**

The W. Puetz Road Pathway Project proposes a new off-road shared-use path (trail) between S. 76th Street (County U) and W. St Martins Road (WIS 100). The trail will safely accommodate people walking, biking, and rolling, while providing separation from motor vehicle traffic.

The project will connect neighborhoods, businesses, and community spaces, creating new opportunities for recreation and active transportation.

## Project Timeline



### Safety



The trail will provide a dedicated space for people walking and biking. By separating users from motor traffic, the project will create a safer environment for all ages and abilities.

### Health



This trail will create a space for walking and biking encourages active lifestyles to support the physical and mental health of our community.

### Connectivity



The trail will link neighborhoods to parks, businesses, community destinations, and other shared-use paths, and promote active transportation.

### Recreation



The trail will provide additional recreation opportunities to nearby residents. Residents can connect with each other and enjoy the experience of moving through their neighborhoods and city.

## We Want to Hear From You!

Thank you for attending the second and last Public Meeting for the Puetz Road Pathway Project!

**You can submit your comments by completing a comment form, or by providing your feedback at the corridor map station.**

While input is welcomed at any time, only comments submitted during the 30-day comment period will be part of the public meeting record. The comment period ends June 13, 2026. You can email your comments to [kquiles@franklinwi.gov](mailto:kquiles@franklinwi.gov), or mail them to the **City of Franklin** at **9229 W. Loomis Road, Franklin, WI 53132**.

Scan the QR Code below or visit [franklinwi.gov/Departments/Engineering/Public-Construction/W.-Puetz-Road-Pathway-Project.htm](https://franklinwi.gov/Departments/Engineering/Public-Construction/W.-Puetz-Road-Pathway-Project.htm) to view project materials.



**SCAN ME**





# W. PUETZ ROAD PATHWAY PROJECT

## Selected Alternative (South Side)



Table: Selected Alternative Data

|                      | Selected Alternative                                            |
|----------------------|-----------------------------------------------------------------|
| Trees                | 34 tree removals (12 large)                                     |
| Utilities            | 7 power pole relocations<br>2 water hydrant relocations         |
| Right-of-Way         | No property acquisitions anticipated                            |
| Wetlands             | Approximately 4,035 square feet of wetland impact (0.093 acres) |
| Pedestrian Crossings | 23 driveway crossings<br>4 side street crossings                |



Photo: Community members provide feedback on the four alternative alignments at Public Meeting #1 on October 28, 2025.

### How was the preferred pathway alignment selected?

The design team developed four alternatives: Alternative A – South Alignment, Alternative B – North Alignment, Alternative C – Hybrid Alignment, Alternative D – No Build.

The alternatives were presented to the public at the first Public Involvement Meeting on October 28, 2026.

The City evaluated alternatives based on several factors, including: public input, environmental impacts, utility impacts, property impacts, safety and connectivity, construction feasibility, and construction cost. Based on these factors, the City has selected Alternative A as the preferred alignment.

### How many opportunities for public comments have been provided?

There are two Public Involvement Meetings planned during the design of this project. The first PIM was held on October 28, 2025, from 5:30 PM to 7:00 PM, to obtain public input regarding the alternatives under consideration. The second PIM will be held on May 13, from 4:00 PM to 6:00 PM, to present the preferred alternative.

Scan the QR code to check out the FAQs to learn more about the preferred alignment!



## Meeting Summary

### Public Involvement Meeting #2

May 13, 2026

#### Introduction

The W. Puetz Road Pathway Project is proposing a new shared-use path along W. Puetz Road between S. 76th Street (County U) and W. St. Martins Road (WIS 100). The project's goal is to improve safety and comfort for people walking and biking while filling gaps in the existing network and enhancing access to nearby neighborhoods, schools, parks, and local destinations. Planned improvements include a separated shared-use path, new signage, and pavement markings.

The City of Franklin and the project team hosted the second Public Involvement Meeting (PIM) on Wednesday, May 13, 2026, from 4:00 – 6:00 PM at the Franklin Public Library, which is ADA accessible. The PIM was advertised 30 days prior to the meeting date. Meeting details were posted to the City's website. Residents near the project corridor received a meeting announcement in the mail, and a Public Involvement Meeting flyer was shared at key locations in the community such as City Hall and the Franklin Public Library.

The first PIM meeting was held on October 28, 2025, also at Franklin Public Library.

The purpose of PIM #2 was to present a preferred alternative, share updates based on feedback received during PIM #1, and gather additional public feedback. Participants reviewed project exhibit boards which included a project overview, Average Daily Traffic and transportation network near the project corridor, existing conditions, the preferred alignment, typical sections, anticipated impacts, and next steps. An aerial of the project corridor was also on display for attendees. Attendees were also provided with a project fact sheet and a FAQ document which provided more information about the project's funding and the design process. Participants provided feedback through written comment forms and discussions with the project team.

Approximately 49 community members attended PIM #2. A total of 16 written comments were received during the open house, and 3 emailed comments were received during the public comment period. The official public comment period for this PIM ended on June 13.

#### Key Comment Takeaways

Verbal, written, and emailed comments for this public involvement meeting reflected a wide range of perspectives. Many participants expressed interest in improving safety and mobility along W. Puetz Road, while others shared concerns about property impacts, privacy, and long-term maintenance.

Of the 22 written and emailed comments provided:

- **8 (36%) are supportive of the project.** Reasons given include:
  - The need to improve safety for pedestrians and bicyclists along W. Puetz Road.
  - The project will provide the needed space for walking and biking along Puetz Rd, which has high traffic volumes that make walking and biking dangerous.



## W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



- Desire for improved connectivity to parks, local destinations, and nearby shared-use paths and bike lanes.
- **12 (55%) are not supportive of the project.** Reasons given include:
  - Concerns about changes adjacent to their private property, including loss of use of green space in the public right-of-way and loss of trees.
  - Concerns about privacy and increased foot and bicycle traffic near homes.
  - Concerns about project cost, need, and perceived fairness to impacted property owners.
- **The remaining 2 (9%) expressed conditional support for the project:**
  - One comment indicated support for a pathway but not at the proposed 10-foot width, while another requested that a survey of directly impacted homeowners be conducted prior to advancing the project.

### Key Verbal Feedback Takeaways

The project team discussed the preferred alignment with attendees of PIM #2. Based on discussions, the team found that while some participants support the project and its safety benefits, others expressed strong concerns, particularly related to property impacts, the project footprint, and alignment.

Residents in support of the project believe the shared-use path will improve safety for pedestrians and bicyclists traveling along W. Puetz Road and will provide additional connectivity in the community.

Residents who are not supportive of the project cited increased foot traffic, impacts to private property, and preserving the existing residential or rural character of the road as key concerns.

Key comment themes, and estimated number of comments received verbally, are summarized below:

#### Pathway Support (2 Total Verbal Comments)

Some participants expressed general support for the proposed shared-use path and its intended benefits. (2 comments)

#### Opposition (4 Total Verbal Comments)

Participants expressed opposition to the proposed path, particularly due to perceptions that the facility would be located directly adjacent to their front yards. (4 comments)

#### Traffic Safety and Connectivity (4 Total Verbal Comments)

Participants expressed concern that the proposed 10-foot path width is wider than necessary for the corridor. (3 comments)

It was noted during discussion that the 10-foot width is required to meet federal funding standards, which was a concern for some participants. (1 comment)

#### Privacy and Property Impacts (2 Total Verbal Comments)

Participants expressed concern about the proximity of the proposed path to residential properties, particularly how it may affect the perceived use of space near homes. (2 comments)

#### Maintenance (2 Total Verbal Comments)

Some participants raised questions regarding project costs, including potential tax impacts and long-term maintenance. (2 comments)

## Comment Form Summary

A total of 18 written comments and 4 emailed comments were submitted during or after the open house.

**Table 1** provides a summary of key themes found in the comment forms. 36% of respondents expressed support for the proposed pathway and 55% are opposed. Concerns focused on privacy, property impacts, project need, and maintenance responsibilities. Supportive comments emphasized safety, connectivity, and improved access for pedestrians and bicyclists. See **Table 2** for all written comments.

| Table 1: Tabulation of Themes                                     |                    |          |
|-------------------------------------------------------------------|--------------------|----------|
| Themes                                                            | Number of Comments | Percent  |
| Pathway Support                                                   | 8                  | 36%      |
| Opposition                                                        | 12                 | 55%      |
| Traffic Safety & Connectivity                                     | 6                  | 27%      |
| Privacy & Property Impacts                                        | 6                  | 27%      |
| Maintenance                                                       | 3                  | 14%      |
| Other                                                             | 2                  | 9%       |
| <b>TOTAL</b>                                                      | <b>22</b>          | <b>*</b> |
| <i>* Most comments are categorized into more than two themes.</i> |                    |          |

Key comment themes are summarized below:

### Pathway Support (8 Comments) – 36%

- Supportive participants said a separated path would improve safety for pedestrians and bicyclists along W. Puetz Road, particularly given increasing traffic volumes. (6 comments)
- Connectivity to parks, neighborhoods, and local destinations was also noted as a benefit. (3 comments)
- Several supportive participants requested additional safety features, including safe crossings and connections to existing trails. (3 comments)

### Opposition (12 Comments) – 55%

- Common concerns included:
  - Expected impacts to current use of the public right-of-way by property owners along Puetz Rd, including gardens and structures within the public way and/or required setbacks. (7 comments)
  - Loss of privacy and increased foot and bicycle traffic near homes. (7 comments)
  - Perception that the project would change the existing residential or rural character of the corridor. (5 comments)
  - Concerns about project cost, need, and long-term value. (4 comments)

### Traffic Safety and Connectivity (6 Comments) – 27%

- Participants identified W. Puetz Road as unsafe for pedestrians and bicyclists due to traffic speeds, volumes, and roadway conditions. (4 comments)

## W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



- Participants emphasized the need for a continuous facility to improve safety and access. (3 comments)
- Requests were made for safer crossings and better connections to destinations such as parks and regional trails. (2 comments)
- Some participants raised concerns about higher-speed users such as e-bikes and scooters. (1 comments)

### Privacy and Property Impacts (6 Comments) – 27%

- Residents expressed concern about loss of privacy due to increased visibility and activity near homes. (5 comments)
- Impacts to trees were frequently cited. Additionally, impacts to landscaping and structures within the public right-of-way currently used by private citizens were frequently cited. (6 comments)
- Some participants suggested design modifications, such as shifting the alignment closer to the roadway, reducing its width, or adding screening (e.g., fencing or landscaping). (4 comments)

### Maintenance (3 Comments) – 14%

- Concerns were raised about long-term maintenance responsibilities, including upkeep of grass and potential maintenance costs associated with the pathway. (3 comments)

### Other (2 Comments) – 9%

- A participant expressed a preference for a narrower path and alignment closer to the roadway. (1 comment)
- A participant requested a survey of homeowners directly adjacent to the proposed pathway prior to final decisions. (1 comment)

## Written Comment Forms Received

| Table 2: Written Comment Forms Received |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Themes                                  | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Pathway Support                         | Please move forward with constructing the Puetz Rd Pathway!                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Traffic Safety & Connectivity           | Also take into consideration an option for people on the north side of Puetz to reach the path/ I.E crosswalk, signs, lights, etc.<br><br>Thanks!<br>D.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Pathway Support                         | The biggest thing I would be curious in knowing who maintains the grass around the path. Will it connect to more down the way to Kayla's playground as a family we would love to bike to the parks and right now we cannot.                                                                                                                                                                                                                                                                                                                                                                             |
| Maintenance                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Opposition                              | Building this bike path is going to impact a quiet residential area. It seems that this project was "hush-hush" up to a while ago. This will increase noise + pollution. Not to mention the use of their property. Not to also mention the danger of people backing out of driveways + there being possible accidents. This could also increase crime + or vandalism to the area. This will also lead to the cutting down of mature trees that the city likes to do. It would also be nice if this meeting were after work hours or if any of our local politicians came to it. You talk about how this |
| Privacy & Property Impacts              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



# W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                    | path will lead to businesses. What businesses? They still close up shop in Franklin. What are the statistics of people using the path who live in Franklin? Who in Franklin brought this to the table?                                                                                                                                                                                                                                                                                                                                            |
| Opposition                         | Waste of money + totally against it!!!                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Opposition                         | <p>This path is an absurd hairbrained and awful idea!!</p> <p>I want NOTHING of the sort anywhere near my rural property.</p> <p>This path was not wanted many years now!!</p> <p>Why on earth would we waste money on something so stupid??</p> <p>Leave Puetz rural!!!</p> <p>It's the reason I live here!!</p>                                                                                                                                                                                                                                 |
| Opposition                         | Clearly none of the people on the selected path were involved in the decision! If we have to endure this at least it should be by the road all the way. I was at the crazy meeting but no one who made the decision was at the meeting.                                                                                                                                                                                                                                                                                                           |
| Other/Survey Requested             | The city has said that proposal A is what they are going with. Before this final decision is made a survey should be conducted for the homeowners affected by proposal A. Ask them whether or not they want this walkway going in directly in front of their houses. So far, the neighboring subdivisions have had input. It should not be their decision. They are not being affected by this walkway.                                                                                                                                           |
| Other/Support for Narrower Pathway | <p>We think the path one does not need to be 10ft wide, 5ft or 6ft would be ok and two put it next to the road. I can already see it not being taken care of like the walking path between W Redwing Dr and W Elm Ct and we don't need a path for E bikes that can go 40 mph</p> <p>Put the path next to the road and 6ft path.</p>                                                                                                                                                                                                               |
| Opposition                         | <ol style="list-style-type: none"> <li>1. This grant funded project is misleading as homeowners being forced to accommodate and fund project I do not want.</li> <li>2. Hidden maintenance fees</li> <li>3. Property value impacts</li> <li>4. Intentional high traffic design and safety risk the insistence on a 10 foot width confirms it's not a "walking path" but a high traffic multi-use trail intended for two-way bicycle and pedestrian volume.</li> <li>5. Destroy looks of home!</li> <li>6. Being forced to accept this!</li> </ol> |
| Maintenance                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Pathway Support                    | Alternative "A" option is the best option and I am in favor of this project. The only concern I have is in regards to a crosswalk where the tailspin Pizza + Pub business is located. Since this business is a draw for people, I want to make sure it is safe to cross the road.                                                                                                                                                                                                                                                                 |
| Traffic Safety & Connectivity      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Pathway Support                    | I am very excited for this project to be completed. I walk + bike all over and Puetz is one road I find hazardous. Traffic on this road has increased significantly since I moved here in 2008. In addition, I have grandchildren + a dog – so walking on Puetz with them is, in my opinion very dangerous. I look forward to the completion of this project.                                                                                                                                                                                     |
| Traffic Safety & Connectivity      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Pathway Support                    | <p>Puetz Rd between 76<sup>th</sup> / HWY 100 definitely is a main thoroughfare with lots of traffic. It was appreciatively noticed construction off S 76<sup>th</sup> and Ryan Rd. Now with the reopening Tailspin Pizza, I believe increased traffic will continue.</p> <p>Puetz Rd as described above (76<sup>th</sup> / HWY 100) is relatively narrow road. Safety is</p>                                                                                                                                                                     |
| Traffic Safety & Connectivity      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**W. Puetz Road Pathway Project***S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)*

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | my main concern for pedestrians and cyclists alike. Whether a path, a sidewalk or dedicated wider shoulder (like east of 76 <sup>th</sup> on Puetz), something needs to be done.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Pathway Support               | *Your posters (what we've heard) posters shared quotes from community residents that say how they want "safe access" to the Oak Leaf Trail. However, the path ends at 76 <sup>th</sup> Street with no path beyond only a narrow side of the road. Wouldn't this path be better from 76 <sup>th</sup> street to the Oak Leaf Trail Path? This is a no access path unless one crosses 76 <sup>th</sup> and heads north.*                                                                                                                                                                                                                                                                                           |
| Traffic Safety & Connectivity |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Opposition                    | <p>I'm writing to formally oppose Option A.</p> <p>1st: The pathway would go right through my 100 yr old cottage at the end of my driveway. Bulldozing a structure isn't listed on your data sheet, but option A is in direct conflict with my cottage.</p> <p>2nd: My property already has the burden of one pathway as the St Martin's path has greatly reduced the usable space of my front yard, about ½ of it. A Puetz path on my property would take up about ½ the side yard, making a grand total of 450' of pathway on my one parcel! This makes me question if the city would just like to eminent domain the entire parcel or just wish to make it so unpleasant to own any property in Franklin?</p> |
| Privacy & Property Impacts    | <p>Option B, C or D is a better solution for a path if people would like one. The cottage is very important to me, as I just paid to re-roof it to match my home, and I store many things inside it. Option A would increase cost, as the just-compensation to rebuild a new cottage and concrete foundation for bulldozing my cottage would be a burden to taxpayers already footing the bill beyond the federal grant.</p> <p>In 2024 my property taxes went up 108.8% and now paying beyond the federal grant for a path which bulldozes my cottage is something to which I STRONGLY OBJECT.</p> <p>Please reconsider the impact of Option A on 9640 S. St Martins Rd and choose B, C, or D instead.</p>      |
| Opposition                    | <p>We are impacted. This option puts people in our yard closer to our house. We lose a garden.</p> <p>We would be ok with some concessions if this were right on Puetz and not as wide.</p> <p>We moved here for privacy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Privacy & Property Impacts    | <p>We are asking for distance from the path as well as screening to keep our property private.</p> <p>Additionally we are concerned with safety. This is a hill to the west of us and it's hard to come out of the driveway as it is.</p> <p>See attached notes. Also, would like everyone's comments.</p> <p>Dear City Councilmembers and Franklin Residents,<br/> <b>We support the City of Franklin's goal to improve bike and pedestrian access. However, the current proposed alignment on the south side of Puetz Road raises serious concerns for impacted homeowners like us including:</b><br/> <b>1. Loss of Private Property</b></p>                                                                  |

- Approx. 20 feet of residential property impacted. While the City does have an easement, it is area that creates a larger yard and space for a more suburban/ country feel, which is what many of the impacted residents were looking for and why they moved there in the first place
- Permanent reduction in usable yard space and property function.
- Impacts homeowners' long-term use and enjoyment of their property; example, my garden will need to move
- While we are not impacted by tree removal, many of our neighbors are
- City will either need to maintain path, or it will create less front curb appeal for homes.

## **2. Reduced Privacy & Increased Activity Near Homes**

- Path would bring public foot and bike traffic much closer to residences
- Changes the intended residential character of the area
- Increased noise, visibility, and loss of privacy
- Personally, our dogs don't like bikes and will constantly be barking (upsetting my neighbors)

## **3. Change in Neighborhood Character**

- Puetz Road is currently a quiet residential corridor
- Proposal introduces a high-use public pathway directly through front yards
- Potential impact to quality of life and property appeal
- Removal of mature trees which could create soil erosion and drainage issues, plus, the trees are pretty!

## **4. Safety Concerns (Critical Issue)**

- Multiple driveways create frequent conflict points between cars and bikes
- Example: Hill to the west of our property reduces visibility for both cyclists and drivers
- Risk of:
  - Bikes approaching at higher speeds downhill
  - Drivers unable to see cyclists before exiting driveways
- Increased likelihood of accidents and near misses
- Concerns of motorized bikes and scooters with higher speed levels being allowed on the path will cause greater concerns for those backing out of their driveways on Puetz.
- Nighttime safety
- Increased risk to child(ren) & pets

## **Why Would Shifting the Bike Path Closer to Puetz be a Better Solution?**

Relocating the bike path adjacent to the roadway (within or near the right-of-way) would:

- Reduce or eliminate private property impact
- Improve predictability of bicycle traffic for drivers
- Maintain a safer distance from homes
- Potentially improve visibility and safety design
- Preserve the residential character of the neighborhood

## **Request to the City of Franklin**

As this is a disproportionate burden on the impacted 'South side of Puetz' homeowners, we respectfully ask the City to:

- Re-evaluate the current alignment
- Consider relocating the path closer to the roadway
- Engage with IMPACTED residents (not just the ones who support your vision and are not impacted) to find a safer, less impactful solution



# W. Puetz Road Pathway Project

S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)



|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            | <ul style="list-style-type: none"> <li>Provide impacted residents with fencing, hedges, or other options to alleviate safety and privacy concerns</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Opposition                 | <p>See attached.</p> <p>Why does the path drop away from the road everywhere the easement right of way does? If your objective is walker and bicycle safety either keep the entire path on the road or off the road.</p> <p>Dear City Councilmembers and Franklin Residents,</p> <p><b>We support the City of Franklin's goal to improve bike and pedestrian access. However, the current proposed alignment on the south side of Puetz Road raises serious concerns for impacted homeowners like us including:</b></p> <p><b>1. Loss of Private Property</b></p> <ul style="list-style-type: none"> <li>Approx. 20 feet of residential property impacted. While the City does have an easement, it is area that creates a larger yard and space for a more suburban/ country feel, which is what many of the impacted residents were looking for and why they moved there in the first place</li> <li>Permanent reduction in usable yard space and property function.</li> <li>Impacts homeowners' long-term use and enjoyment of their property; example, my garden will need to move</li> <li>While we are not impacted by tree removal, many of our neighbors are</li> <li>City will either need to maintain path, or it will create less front curb appeal for homes.</li> </ul> <p><b>2. Reduced Privacy &amp; Increased Activity Near Homes</b></p> <ul style="list-style-type: none"> <li>Path would bring public foot and bike traffic much closer to residences</li> <li>Changes the intended residential character of the area</li> <li>Increased noise, visibility, and loss of privacy</li> <li>Personally, our dogs don't like bikes and will constantly be barking (upsetting my neighbors)</li> </ul> <p><b>3. Change in Neighborhood Character</b></p> <ul style="list-style-type: none"> <li>Puetz Road is currently a quiet residential corridor</li> <li>Proposal introduces a high-use public pathway directly through front yards</li> <li>Potential impact to quality of life and property appeal</li> <li>Removal of mature trees which could create soil erosion and drainage issues, plus, the trees are pretty!</li> </ul> <p><b>4. Safety Concerns (Critical Issue)</b></p> <ul style="list-style-type: none"> <li>Multiple driveways create frequent conflict points between cars and bikes</li> <li>Example: Hill to the west of our property reduces visibility for both cyclists and drivers</li> <li>Risk of: <ul style="list-style-type: none"> <li>Bikes approaching at higher speeds downhill</li> <li>Drivers unable to see cyclists before exiting driveways</li> </ul> </li> <li>Increased likelihood of accidents and near misses</li> <li>Concerns of motorized bikes and scooters with higher speed levels being allowed on the path will cause greater concerns for those backing out of their driveways on Puetz.</li> <li>Nighttime safety</li> <li>Increased risk to child(ren) &amp; pets</li> </ul> <p><b>Why Would Shifting the Bike Path Closer to Puetz be a Better Solution?</b></p> |
| Privacy & Property Impacts |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**W. Puetz Road Pathway Project**S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <p>Relocating the bike path adjacent to the roadway (within or near the right-of-way) would:</p> <ul style="list-style-type: none"> <li>• Reduce or eliminate private property impact</li> <li>• Improve predictability of bicycle traffic for drivers</li> <li>• Maintain a safer distance from homes</li> <li>• Potentially improve visibility and safety design</li> <li>• Preserve the residential character of the neighborhood</li> </ul> <p><b>Request to the City of Franklin</b></p> <p>As this is a disproportionate burden on the impacted 'South side of Puetz' homeowners, we respectfully ask the City to:</p> <ul style="list-style-type: none"> <li>• Re-evaluate the current alignment</li> <li>• Consider relocating the path closer to the roadway</li> <li>• Engage with IMPACTED residents (not just the ones who support your vision and are not impacted) to find a safer, less impactful solution</li> </ul> <p>Provide impacted residents with fencing, hedges, or other options to alleviate safety and privacy concerns</p> |
| Opposition | I vote no for the trail. I agree with the Mayor to extend the shoulder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Opposition | I vote no trail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Emailed Comments Received**

| Table 3: Emailed Comments Received |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Themes                             | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Pathway Support                    | <p>Good morning,</p> <p>This is long overdue! Please proceed with this project, Puetz is so dangerous for people walking and biking.</p> <p>M. T.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Opposition                         | <p>1. When construction limits access to Puetz, and detours are put in place, are there plans to resurface the streets that have already been impacted by increased traffic during last summer's roadwork? For example, 89th Street served as a primary detour for both residents and construction vehicles and was left with uneven, roughly patched areas. If it will be used again as a detour, it is reasonable to expect these existing issues to be properly addressed beforehand, rather than allowing further deterioration.</p>                                                                      |
| Privacy & Property Impacts         | <p>2. The removal of 34 trees to construct this path represents a significant loss to the natural character of the road and the surrounding neighborhoods. These trees are not only part of the area's beauty, but also provide important habitat for wildlife that many residents value and enjoy. Has every effort been made to adjust the path's design to preserve some of these trees? Rerouting around even a portion of them could help minimize the environmental impact. As it stands, this plan risks unnecessarily eliminating established habitats and diminishing the character of the area.</p> |



**W. Puetz Road Pathway Project***S. 76<sup>th</sup> Street (County U) to W. St. Martins Road (WIS 100)*

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pathway Support               | First, I live on the North side of Puetz Road so I favor the pathway built on the South Side probably because it will not be in my yard.                                                                                                                                                                                                                                                                                                                                                         |
| Traffic Safety & Connectivity | However, since Puetz Road was not widened (like East of 76th street) or leveled sufficiently; It is dangerous for bicycles, pedestrians and the cars that approach them so I can see the need for a path.                                                                                                                                                                                                                                                                                        |
| Opposition                    | <p>Hello - below are my comments regarding the proposed Puetz Road pathway. I am a property owner on the south side of Puetz (9451 W Puetz) and will be directly impacted by this project.</p> <p>I do not support a path, especially on the south side of the road. Owners of the vacant property on the north side (west end of Puetz) said they would welcome a path - put it there if this moves forward).</p>                                                                               |
| Privacy & Property Impacts    | <p>Our privacy and quality of life needs to be respected. Do not burden the same owners with the Hwy 100 path and a Puetz path. We don't want more loud mini-bikes (legal or not, they're on the path) and screaming kids surrounding us.</p> <p>There are already drainage issues, new culvert under Puetz for legend creek can't handle large rain events (under sized?) and the flowage is clogged with invasive cattails etc. More hard surface will not help.</p>                           |
| Maintenance                   | <p>Does the city get federal funding for snow removal and mowing of a new path?</p> <p>If a path is put it, please reseed the disturbed areas with native low-grow/no-mow planting mix. The reseeded areas after the Puetz road work is filled with noxious weeds. It took a year before the area disturbed for the new Hwy 100 water line was reseeded. The weeds that grew in the meantime were not removed, just dirt and grass seed put down (looks terrible)!</p> <p>Thank you<br/>L.H.</p> |

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| APPROVAL                     | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                       | MTG. DATE<br>9/1/2026                                          |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Reports &<br>Recommendations | <b>A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Advenir Azora Development, LLC, LEO Cottages upon 7705 S 31<sup>st</sup> St (TKN: 786 9988 000,) 7631 S 31<sup>st</sup> St (TKN: 786 9987 000,) and 7721 S 31<sup>st</sup> St (TKN: 786 9992 000) Franklin, WI.</b> | <b>ITEM NO.</b><br><br><b>Ald. Dist. 3</b><br><br><i>G. 3.</i> |

### **BACKGROUND**

Pursuant to the approval of a site plan for Advenir Azora Development, LLC – LEO Cottages upon 31<sup>st</sup> St, it is necessary to enter into a development agreement for public infrastructure improvements on the site at an estimated cost of \$3,367,380.62.

### **ANALYSIS**

This agreement provides for the necessary public infrastructure improvements required for the new LEO Cottages Development. Included in the agreement is work on a public water main, sanitary sewer, and all storm water facilities on the site. All streets and curbing will be private.

### **OPTIONS**

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit “E” attached. Contingent upon all necessary signatures and all agreed upon changes to our standard Development Agreement form.

### **FISCAL NOTE**

Municipal Services and Contingencies are accepted with percentages and are included in financial guarantee.

### **RECOMMENDATION**

Motion to adopt Resolution No. 2026- \_\_\_\_\_ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Advenir Azora Development, LLC, 31<sup>st</sup> St.

Engineering Department: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH ADVENIR AZORA DEVELOPMENT, LLC [OR AN AFFILIATE THEREOF, FRANKLIN SFR OWNER, LLC] – LEO COTTAGES 7705 S 31<sup>ST</sup> ST (TKN: 786 9988 000,) 7631 S 31<sup>ST</sup> ST (TKN: 786 9987 000,) AND 7721 S 31<sup>ST</sup> ST (TKN: 786 9992 000) FRANKLIN, WI.

-----

WHEREAS, the Developer, Advenir Azora Development, LLC is ready to proceed with the development at future site upon 31<sup>st</sup> St and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

WHEREAS, the Developer will make and install, or have made and have installed, any public improvements reasonably necessary to wit: watermain and hydrant install, sanitary sewer pipe and manholes and all stormwater management facilities as provided in the Development Agreement; and

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

WHEREAS, the developer is willing to proceed with the installation of the improvements provided for in the Development Agreement; and

WHEREAS, the development agreement negotiations have concluded with changes that were all agreed upon by the City Engineer and Engineering Department and City Attorney. With the developer requesting this process to move forward at this time in order for the developer to proceed to the closing of the acquisition of the properties.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that a Development Agreement for Leo At Franklin between the City and Advenir Azora Development, LLC or its affiliate Franklin SFR Owner, LLC, in the standard City form and content development agreement as applicable, subject to all necessary signatures, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with Advenir Azora Development, LLC or its affiliate Franklin SFR Owner, LLC.

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

Introduced at a regular meeting of the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Alderperson \_\_\_\_\_.

Passed and adopted by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

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

ATTEST:

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

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

**CITY OF FRANKLIN**

**WISCONSIN**

**DEVELOPMENT AGREEMENT**

**FOR**

**LEO AT FRANKLIN**

September, 2026

**DEVELOPMENT AGREEMENT  
FOR  
LEO AT FRANKLIN**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between Franklin SFR Owner, LLC, a Delaware limited liability company, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

WHEREAS, the Developer having applied to the City for Site Plan review, a Conditional Use, a Planned Development Overlay, and a Land Combination, and the approvals thereof by the Plan Commission and Common Council providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, the Improvements reasonably necessary, to wit: water main, including pipe, fittings, valves, hydrants and other water appurtenances; public sidewalk along 31<sup>st</sup> Street; acceleration and deceleration lanes on 31<sup>st</sup> Street; and sanitary sewer and associated manholes; and

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

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

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

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The Improvements aforementioned, shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City

Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the Improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is Three Million Three Hundred Sixty-Seven Thousand Three Hundred Eighty and 62/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$1,977,020.07, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from



the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the twelve (12) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
  - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
  - (b) The laterals mentioned in Exhibit "B" are to be installed before first course of asphalt for street surfacing mentioned in Exhibit "B" is commenced.
  - (c) Electric and Gas Company is to install all necessary mains before the first course of asphalt for street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said first course of asphalt for street surfacing is commenced.
  - (d) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.

- (e) The curb face to curb face width of the roads in the Development shall be in accordance with approved plans.
  - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
- 8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
- 9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
- 10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
- 11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
  - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;

- (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
  - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
  - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
  - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys' fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:
- (a) **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Developer and all subcontractors retained by the Developer during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such

insurance coverage under this Paragraph 14.(a)(1) as set forth herein and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

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

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

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

obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the City Engineer.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.
19. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Developer and City had executed it as a single document. The Developer and City agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The Developer and City may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto.
20. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

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

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

SEALED IN PRESENCE OF:

Witnesses:

**FRANKLIN SFR OWNER, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

By: \_\_\_\_\_  
Marc A. Mariano  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

Party of the First Part

STATE OF FLORIDA                    )  
                                                  ) ss  
PINELLAS COUNTY                    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Marc A. Mariano, as Authorized Signatory of Franklin SFR Owner, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same as the voluntary act and deed of said company.

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

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

[Signatures continue on the following pages.]

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

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

STATE OF WISCONSIN )  
 )ss.  
MILWAUKEE COUNTY )

Notary Public, Milwaukee County, WI  
My commission expires: \_\_\_\_\_

## MORTGAGE HOLDER CONSENT

The undersigned, Valley National Bank, a national banking association ("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 \_\_\_\_\_, 2026, as Document No. \_\_\_\_\_ and its addition as an encumbrance against title to the property.

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

VALLEY NATIONAL BANK,  
a national banking association

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

STATE OF FLORIDA        )  
                                  )ss  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, personally appeared \_\_\_\_\_ [Name] \_\_\_\_\_, as \_\_\_\_\_ [Title] \_\_\_\_\_ of Valley National Bank, a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires \_\_\_\_\_

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

Form approved:

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



**INDEX OF EXHIBITS  
TO  
DEVELOPMENT AGREEMENT  
FOR  
LEO AT FRANKLIN**

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

**EXHIBIT "A"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**LEO AT FRANKLIN**

|                                             |
|---------------------------------------------|
| <b>LEGAL DESCRIPTION<br/>OF DEVELOPMENT</b> |
|---------------------------------------------|

Being a part of the West 1/2 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the West 1/2 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1000.07 feet to the Point of Beginning;

Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East along the monumented line, 1286.01 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 819.41 feet; thence South 88°00'35" West along the north line of Lot 1 of Certified Survey Map No.790 and its westerly extension, 1287.12 feet to the Point of Beginning.

Containing 1,053,569 square feet (24.1866 acres) of land, more or less.

**EXHIBIT "B"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**LEO AT FRANKLIN**

|                                                                             |
|-----------------------------------------------------------------------------|
| <p>GENERAL DESCRIPTION<br/>OF<br/>REQUIRED DEVELOPMENT<br/>IMPROVEMENTS</p> |
|-----------------------------------------------------------------------------|

Description of improvements required to be installed to develop the LEO at Franklin development.

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

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

- 1. Grading of all lots and blocks within the Development in conformance with the approved grading plan. \*S
- 2. Grading of the streets within the Development in accordance with the established street grades and the City approved street cross-section and specifications. \*S
- 3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with the plan. \*S
- 4. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or the City Engineer, as necessary to provide adequate service for the final Development and drainage area. \*S

5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. \*S
6. Water main and fittings in the streets and/or easement in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. \*S
7. Laterals and appurtenances from water main to the street line; , as determined by the City Engineer together with curb stop as specified by the City. \*S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. \*S
9. Paved streets with curb and gutter in the Development to the approved grade and in accordance with the City specifications. \*S
10. Concrete sidewalks in the Development to the approved grade and in accordance with the City specifications. \*S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City. \*S
12. Private concrete driveways between the street line and curb and gutter for each lot as specified in and approved by the plan. \*S
13. Street trees. (N.A.)
14. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
15. Engineering, planning and administration services as approved. \*S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan. \*S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. (N.A.)
18. Street signs identifying the Development street in such locations and such size and design as determined by the City. (N.A.)
19. Title evidence on all conveyances. \*S
20. Thirty (30) foot landscape buffer abutting South 31<sup>st</sup> Street \*S

**EXHIBIT "C"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**[NAME OF DEVELOPMENT]**

|                                         |
|-----------------------------------------|
| <b>GENERAL DEVELOPMENT REQUIREMENTS</b> |
|-----------------------------------------|

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

A. Lots ("lot" or "lots" when stated within this Exhibit C mean "building" as the entire development consists of one lot).

- 1. All lots shall be as shown on the approved Site Plan.

B. Units

- 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

A. Availability

- 1. Each and every lot in the Development shall be served by a water main.
- 2. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.

3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Developer's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Development shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Development shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
  - a) The Developer shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Development as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
  - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Development as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Development at the expense of the Developer. All costs for installing sewer systems outside of the boundaries of the Development shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat. §

66.0701 Special assessments by local ordinance, and §207.15.  
Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by an engineer or architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

## VI. STREETS

### A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Development whenever possible except as noted in Exhibit "E".

### B. Names

The names of all streets shall be approved by the City Engineer.

### C. Construction

1. All streets shall be built in accordance with the approved plans on file in the City Engineer's Office.
2. All streets shall be constructed in accordance with the approved plans.

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

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

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

### D. Snow Removal, Ice Control, and Maintenance

The responsibility for snow removal, ice control, and maintenance on all streets within the Development shall lie with the Developer.

## VII. EASEMENTS

### A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:



- a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Developer and the City.
  - b) Side slopes no steeper than 4:1.
  - c) Landscaped in accordance with the applicable City regulations and/or approvals conditions for the Development for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
- a) The pedestrian walks shall be paved with chips as required by the City Engineer and shall be ten (10) feet wide.
  - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

#### VIII. PERMITS ISSUED

##### A. Building Permits

- 1. No building permits shall be issued per phase until:
  - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
  - b) Drainage has been rough graded and approved.
  - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the first lift of asphalt pavement installed.
  - d) The Land Combination has been recorded.
  - e) All Development monuments have been set.
- 2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

##### B. Occupancy Permits

- 1. No temporary occupancy permits shall be issued per phase until:
  - a) Streets have been paved except for the final lift of asphalt.

- b) The gas, telephone and electrical services have been installed and are in operation.
- c) The water system is installed, tested and approved.
- d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
  - 1. The Developer shall take all action necessary so as to have all the improvements specified in this agreement installed and approved by the City before two years from the date of this agreement.
  - 2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or the City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

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

**EXHIBIT "D"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR LEO AT FRANKLIN**

**ESTIMATED IMPROVEMENT COSTS**

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

Said Improvements Costs for the project are estimated to be as follows:

| DESCRIPTION                                   | COSTS          |
|-----------------------------------------------|----------------|
| Grading (including Erosion Control)           | \$426,523.18   |
| Sanitary System                               | \$948,554.79   |
| Water System                                  | \$895,301.64   |
| Public Sidewalk                               | \$43,852.74    |
| Acceleration/Deceleration Lanes               | \$79,310.90    |
| Storm Sewer System                            | N/A            |
| Paving (including sidewalk)                   | N/A            |
| Street Trees ( x \$400/lot)                   | N/A            |
| Street Lights (2) @ approximately \$5,000/ea. | \$10,000.00    |
| Street Signs                                  | N/A            |
| Underground Electric, Gas and Telephone       | N/A            |
| Retention Basin                               | \$90,457.24    |
| SUBTOTAL                                      | \$2,494,000.49 |
| Engineering/Consulting Services               | \$200,000.00   |
| Municipal Services (7% of Subtotal)           | \$174,580.03   |
| Contingency Fund (20% of Subtotal)            | \$498,800.10   |
| TOTAL:                                        | \$3,367,380.62 |

Total: Three Million Three Hundred Sixty-Seven Thousand Three Hundred Eighty and 62/100 Dollars.

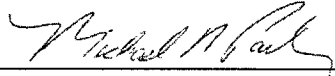
APPROVED BY:  Date: 8/26/26  
Michael N. Paulos, City Engineer

**EXHIBIT "E"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**LEO AT FRANKLIN**

|                                                |
|------------------------------------------------|
| <b>ADDITIONAL DEVELOPMENT<br/>REQUIREMENTS</b> |
|------------------------------------------------|

1. The Developer agrees that it shall pay for the street light installation and underground wiring costs as determined by the WE Energies Company for two (2) 100-watt ornamental sodium vapor light(s).
2. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
5. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
6. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
7. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
8. The Developer shall install the water system pursuant to the approved plans from the existing water main located at S. 31<sup>st</sup> Street abutting the Development.

9. Prior to commencing any land disturbance, the Developer shall comply with the approved NRPP and the approved plans.
10. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer.
12. Construction Requirements:
  - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
  - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
  - c) Prior to the issuance of any building permits for a phase pursuant to the Phasing Plan on file with the City Engineer, all necessary grading and improvements shall be completed as necessary for the phase in accordance with the approved plans and as directed by the City Engineer.
  - d) All construction traffic shall enter the site from South 31<sup>st</sup> Street from the north via West Rawson Avenue. Absolutely no construction traffic from the south via West Drexel Avenue.
13. The Developer shall provide for the connections to the existing S. 31<sup>st</sup> Street and install any necessary curb and gutter and pavement in accordance with the approved plans.
14. The Developer, its successors, and assigns shall grant an access easement to allow future cross-access to be constructed to land to the north and to the south, and to South 31<sup>st</sup> Street.
15. The Developer, its successors, and assigns shall adequately maintain the Development's private roads. Adequate maintenance is herein defined as keeping the private roadways in good working condition so that the roadways perform in accordance with private roadway standards. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said private roadways and in no event shall this Agreement be construed to impose any such obligation on the City.
  - a) If the Developer, its successors and assigns, fails to maintain its private roadways in good working condition and does not perform corrective actions in a reasonable time, the City may issue written notice to the Developer with evidence identifying

the need for adequate maintenance for which corrective actions must be commenced within 10 days.

- b) Upon the City's written notice and evidence of the need for adequate maintenance for which corrective actions must be undertaken, if the Developer does not commence corrective actions within 10 days, the City may perform corrective actions and assess the Developer, its successors, and assigns for the cost of such work. The cost of such work shall be specially charged against the property pursuant to Wisconsin Statutes Section 66.0627.
- c) In the case of emergency road maintenance or a snow emergency, should the Developer fail to provide emergency road maintenance or snow plowing services within 24 hours of City's notice to the Developer of the required road maintenance or snow plowing, then the City may perform the corrective actions and assess the Developer, its successors, and assigns for the cost of such work. The cost of such work shall be specially charged against the property pursuant to Wisconsin Statutes Section 66.0627.

**EXHIBIT "F"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**LEO AT FRANKLIN**

|                             |
|-----------------------------|
| CONSTRUCTION SPECIFICATIONS |
|-----------------------------|

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

| ITEM                   | SPECIFICATION                                                                                                                                                                                                                                             |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Storm & Sanitary Sewer | STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN; provided that Wisconsin Department of Transportation Grade 2 trench backfill is allowed for the Sanitary System constructed in an easement. |
| Water Mains            | STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN; provided that Wisconsin Department of Transportation Grade 2 trench backfill is allowed for the Water System constructed in an easement.    |
| Concrete Curb & Gutter | CITY OF FRANKLIN                                                                                                                                                                                                                                          |
| Streets:               |                                                                                                                                                                                                                                                           |
| Construction           | CITY OF FRANKLIN                                                                                                                                                                                                                                          |
| Materials              |                                                                                                                                                                                                                                                           |
| Asphalt                | CITY OF FRANKLIN                                                                                                                                                                                                                                          |
| Aggregate              | CITY OF FRANKLIN                                                                                                                                                                                                                                          |
| Concrete               | CITY OF FRANKLIN                                                                                                                                                                                                                                          |
| Cross Section          | CITY OF FRANKLIN                                                                                                                                                                                                                                          |

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|                                 |                                           |                                                    |
|---------------------------------|-------------------------------------------|----------------------------------------------------|
| APPROVAL                        | REQUEST FOR COUNCIL ACTION                | MEETING DATE<br>9/1/2026                           |
| REPORTS<br>&<br>RECOMMENDATIONS | ENGINEERING DEPARTMENT UPDATE FOR<br>2026 | ITEM NUMBER<br><i>G.4.</i><br>District #: Citywide |

### BACKGROUND

On January 21, 2025, the Common Council authorized staff to provide periodic Engineering Department expense updates. This report provides the 2026 update for the September 1, 2026, meeting and summarizes current Graef engineering costs, the nature of services provided, and major Engineering Department work underway from January 1, 2026.

### 2026 GRAEF ENGINEERING COSTS

Finance reports the following costs from January 1, 2026 through June 30, 2026:

- Developer-related engineering (pass-through/reimbursable): \$79,842.00
- General Engineering/City Projects: \$163,190.00
- Total of the two categories above: \$243,032.00

Developer-related engineering costs are charged to the applicable development/project for reimbursement in accordance with the applicable agreements and City billing practices. The \$163,190.00 General Engineering/City Projects amount reflects municipal engineering services provided by Graef and is separate from project-specific charges coded directly to individual capital or infrastructure projects.

### PROJECT-SPECIFIC GRAEF COSTS

Finance reports the following costs from January 1, 2026 through June 30, 2026:

- W. Drexel Avenue: \$9,205
- S. 116th Street Trail: \$21,670
- 2025 Road Program: \$270
- 2026 Road Program: \$17,535
- Chapel Hill Relay: \$15,120
- Water Tower: \$1,130

These project-coded costs are tracked with the applicable project and should not be added to the General Engineering/City Projects figure when evaluating general engineering expenditures.

### SERVICES AND CURRENT WORK

Graef continues to function as an extension of the City's Engineering Department, providing municipal engineering, plan review, design and drafting, construction oversight and inspection, utility and stormwater coordination, resident/developer support, special assessment assistance, and coordination with City departments and outside agencies.

### Major work during 2026 includes, among other items:

- 2026 Road Program and planning/design for future street improvement projects

- S. 51st Street reconstruction design; Council provided design direction in August 2026, with bidding anticipated in early 2027 and construction anticipated in spring 2027
- S. 116th Street Trail and other pathway/trail projects
- Water Tower and water main extension work, including utility planning and coordination
- S. 76th Street water/sanitary sewer service evaluation and related reconstruction coordination
- Chapel Hill Drive Water Main Relay Project
- S. 76<sup>th</sup> Street Water Main Extension Project
- S. 92<sup>nd</sup> Street Water Main Extension Project
- DPW facility/expansion-related engineering support
- Ryan Road (STH 100) and other WisDOT/intergovernmental project coordination
- Citywide stormwater, utility, development, and plan reviews
- Special assessments and contributed-capital reporting
- Development-related engineering review, inspection, punch-list and financial-security/letter-of-credit work, including Pleasant View Reserve and other active developments

### **ENGINEERING DELIVERY MODEL AND STAFFING**

The City continues to use its hybrid engineering delivery model with Mike Paulos serving as City Engineer and Graef personnel supplementing internal Engineering staff. This model provides access to multiple engineering disciplines and additional capacity as workload requires, while allowing project-specific consultant services when appropriate.

### **BUDGET AND COST RECOVERY**

Engineering and Finance continue to distinguish general municipal engineering, project-specific capital costs, and developer-related reimbursable costs so expenditures can be assigned to the appropriate funding source or responsible party. Staff is also continuing to evaluate engineering billing and fee practices to support accurate and consistent cost recovery for development-related services.

### **LOOKING AHEAD**

- Complete the 2026 construction season and advance design/planning for 2027 capital projects.
- Continue coordination on major streets, water, sewer, stormwater, trail, and development projects.
- Complete development punch-list/corrective-work processes and related financial-security actions where required.
- Continue improving project coding, billing documentation, and recovery of developer-related engineering costs.

### **SUMMARY**

Engineering continues to manage a substantial mix of municipal infrastructure, utility, capital, and private-development work. The current delivery model provides the City with engineering capacity and specialized expertise while Finance and Engineering continue to refine cost allocation and reimbursement practices so that City, capital project, and developer costs are properly identified.

### **COUNCIL ACTION REQUESTED**

This report is for informational purposes only. No formal action is required.

|                                          |                                                                                                                                                                                                                                                                                                                              |                                                     |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                                                                                                                                                                                                                        | <b>MEETING<br/>DATE</b><br><br>9/1/2026             |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>A Resolution imposing conditions and<br/>restrictions for the approval of a Conditional Use<br/>for a car wash business use upon properties<br/>located at approximately 6311 South 27th Street<br/>(Justin Barnes, Club Car Wash Operating, LLC,<br/>Applicant) (College Avenue Associates, LLC,<br/>Property Owner)</b> | <b>ITEM NUMBER</b><br><br>G.5.<br><br>Ald. Dist. #3 |

At their August 20, 2026 meeting, the Plan Commission unanimously recommended approval of a resolution imposing conditions and restrictions for the approval of a Conditional Use for a car wash business use upon properties located at approximately 6311 South 27th Street (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC, Property Owner).

#### **COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2026-\_\_\_\_, a Resolution imposing conditions and restrictions for the approval of a Conditional Use for a car wash business use upon properties located at approximately 6311 South 27th Street (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC, Property Owner).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A CONDITIONAL USE FOR A CAR WASH  
BUSINESS USE UPON PROPERTIES LOCATED AT  
APPROXIMATELY 6311 SOUTH 27TH STREET  
(JUSTIN BARNES, CLUB CAR WASH OPERATING, LLC, APPLICANT)  
(COLLEGE AVENUE ASSOCIATES, LLC, PROPERTY OWNER)

---

WHEREAS, Club Car Wash Operating, LLC, having petitioned the City of Franklin for the approval of a Conditional Use within the B-MU – South 27th Street Mixed Use District under the Vehicle Related Carwash use, to operate a carwash business use upon properties located at 6311 S 27th Street (TKN 714 9973 000), 2723 W. College Avenue (TKN 714 9969 001), 2729 W. College Avenue (TKN 714 9970 001), 2807 W. College Avenue (TKN 714 9971 000), and 2821 W. College Avenue (TKN 714 9973 001), more particularly described as follows:

Being part of the Northeast 1/4 of the Northeast 1/4, Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the northeast corner of said Section 1; thence S00°16'38"W, 238.00 feet on the east line of said Northeast 1/4 to the south line of lands described as Parcel "B" of Document Number 11064094, extended easterly; thence S88°47'37"W, 83.03 feet on said south line to the west right of way of South 27th Street - a.k.a. State Trunk Highway "241", the POINT OF BEGINNING; thence continuing on said south line and continuing on the south line of lands described in Document Number 11528226, S88°47'37"W, 322.18 feet to the west line of lands described in Document Number 8419492; thence S00°16'38"W, 102.47 feet on said west line to the northeast corner of lands described in Document Number 11528028; thence S88°47'37"W, 135.43 feet on the north line of said lands to the west line of lands described in Document Number 7952337; thence N00°16'38"E, 285.45 feet on said west line to the south right of way of West College Avenue - a.k.a. County Trunk Highway "ZZ"; thence, the following seven (7) courses are on said south right of way, N88°47'37"E, 205.97 feet; thence S78°50'58"E, 36.97 feet; thence N89°10'52"E, 78.26 feet; thence S89°43'14"E, 25.00 feet; thence 83.64 feet on the arc of a 265.50 foot radius curve to the right, having a long chord which bears S80°41'46"E, 83.29 feet; thence S65°33'38"E, 24.03 feet; thence S31°51'42"E, 14.70 feet to the end of said courses and the west right of way of South 27th Street - a.k.a. State Trunk Highway "241"; thence S00°16'38"W, 135.64 feet on said west right of way to the Point of Beginning.

Said described lands contains 94,419 square feet or 2.168 acres more or less subject to all easements and restrictions of record.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9-06E. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of July, 2026, and the Plan Commission thereafter having determined to recommend that the proposed Conditional Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Conditional Use upon such conditions, pursuant to §15-9-06H and 15-4-09B. of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Conditional Use, subject to conditions, meets the standards set forth under §15-9-06H and 15-4-09B. of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Club Car Wash Operating, LLC, for the approval of a Conditional Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Conditional Use is approved only for the use of the subject property by Club Car Wash Operating, LLC, successors and assigns, as a carwash business use, which shall be developed in substantial compliance with, and operated and maintained by Club Car Wash Operating, LLC, pursuant to the application materials City file-stamped June 30, 2026.
2. Club Car Wash Operating, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Club Car Wash Operating, LLC carwash business use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Club Car Wash Operating, LLC and the carwash business use for the properties located at 6311 S 27th Street (TKN 714 9973 000), 2723 W. College Avenue (TKN 714 9969 001), 2729 W. College Avenue (TKN 714 9970 001), 2807 W. College Avenue (TKN 714 9971 000), and 2821 W. College Avenue (TKN 714 9973 001): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

CLUB CAR WASH OPERATING, LLC – CONDITIONAL USE  
RESOLUTION NO. 2026-\_\_\_\_\_

Page 3

4. The car wash business use shall be operated in compliance with the use-specific standards of Section 15-4-09B.
5. No outdoor storage shall be allowed onsite.
6. All signage shall comply with the requirements of §15-6 of the Unified Development Ordinance and must receive a Sign Permit from the City Development Department prior to installation.

BE IT FURTHER RESOLVED, that in the event Club Car Wash Operating, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Conditional Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Conditional Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9-14 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Conditional Use Permit as is contemplated by §15-9-06 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9-06J. of the Unified Development Ordinance, that the Conditional Use permission granted under this Resolution shall be null and void upon the expiration of two years from the date of adoption of this Resolution, unless the Conditional Use has been established by way of the issuance of an occupancy permit for such use.

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

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

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

APPROVED:

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CLUB CAR WASH OPERATING, LLC – CONDITIONAL USE  
RESOLUTION NO. 2026-\_\_\_\_\_

Page 4

John R. Nelson, Mayor

ATTEST:

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

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



**CITY OF FRANKLIN**  
**REPORT TO THE PLAN COMMISSION**

Item E.2

Meeting of July 9, 2026

**Rezoning, Conditional Use, and Certified Survey Map**

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**RECOMMENDATION:** City Development staff recommends approval of the Rezoning and Certified Survey Map; however, it is recommended that the Conditional Use application be tabled and return to the Plan Commission upon submittal of a sound study in accordance with Section 15-5-13B. of the Unified Development Ordinance (UDO).

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|                              |                                                                                                                                                                                                       |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project name:</b>         | Club Car Wash                                                                                                                                                                                         |
| <b>Property Owner:</b>       | TS Collins College Avenue, LLC & College Avenue Association LLC                                                                                                                                       |
| <b>Applicant:</b>            | Justin Barnes, Club Car Wash                                                                                                                                                                          |
| <b>Agent:</b>                | Michael Leidig, Robert E. Lee and Associates, Inc.                                                                                                                                                    |
| <b>Property Address/TKN:</b> | 6311 S 27th Street / 714 9973 000<br>2723 W. College Avenue / 714 9969 001<br>2729 W. College Avenue / 714 9970 001<br>2807 W. College Avenue / 714 9971 000<br>2821 W. College Avenue / 714 9973 001 |
| <b>Aldermanic District:</b>  | District 3                                                                                                                                                                                            |
| <b>Zoning District:</b>      | B-MU District and B-G District                                                                                                                                                                        |
| <b>Staff Planner:</b>        | Nick Fuchs, Planning Associate                                                                                                                                                                        |
| <b>Application number:</b>   | PPZ26-0069, PPZ26-0070, PPZ26-0077, and PPZ26-0078                                                                                                                                                    |

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Please note:

- Staff recommendations are underlined and in italics, and included in the attached resolution as conditions of approval.
- Staff suggestions are only underlined, and not included in the attached resolution.

**PROJECT ANALYSIS**

The applicant filed a Rezoning, Conditional Use, Certified Survey Map, and Site Plan applications related to the construction of a car wash facility and use located at the southwest corner of S. 27<sup>th</sup> Street and W. College Avenue.

Rezoning

The applicant is proposing to rezone the property located at 2821 W. College Avenue to B-MU District. The rezoning to B-MU is consistent with the existing zoning of the other parcels included in this development.

Conditional Use Permit



A carwash use is allowed in the B-MU District as a Conditional Use per Table 15-3-04(C) of the UDO. The proposed use is subject to Section 15-9-06H. General Standards for Conditional Uses as well as the use-specific standards of Section 15-4-09B.

Section 15-5-13B. of the UDO also requires the submission of a sound study. This has not yet been provided. As such, staff is recommending the Conditional Use Permit Application be tabled.

Below are staff's findings related to the standards listed within Section 15-9-06.H.

| Summary of Standard                                                    | Staff's Finding                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <i>Ordinance and Comprehensive Master Plan purposes and intent.</i> | The <i>City of Franklin 2025 Comprehensive Master Plan</i> designates the future land use of this property as Commercial. A car wash is a commercial use and the proposed rezoning and use is consistent with the Master Plan.                                                                                                                                           |
| 2. <i>No Undue Adverse Impact</i>                                      | The required sound study must be reviewed prior to determining if there will be any undue adverse impact resulting from the proposed use.                                                                                                                                                                                                                                |
| 3. <i>Compatibility with Surrounding Development.</i>                  | There is a single-family residential use directly abutting the development to the west as well as additional single-family homes located further west along W. College Avenue. These properties are zoned B-G District and planned for commercial uses. Again, the upcoming sound study must be reviewed to consider the compatibility with the surrounding development. |
| 4. <i>Adequate Public Facilities.</i>                                  | The development will require separate Engineering Department review, which will include the review of public facilities, which is a condition of this approval. Staff anticipates that there are adequate public sewer and water facilities to serve the development.                                                                                                    |
| 5. <i>Adequate Circulation.</i>                                        | The development includes access to W. College Avenue as well as access to S. 27 <sup>th</sup> Street via a cross access driveway through the property to the south.                                                                                                                                                                                                      |
| 6. <i>No Destruction of Significant Features.</i>                      | Three single-family homes were recently razed and the commercial building located at 6311 S. 27 <sup>th</sup> Street has been vacant for a long period of time. The applicant also completed a Natural Resource Protection Plan and is in compliance with UDO protection standards.                                                                                      |

The applicant has provided responses, italicized below, related to the use-specific standards of Section 15-4-09B. for carwashes.

- Hours of operation shall be restricted to between 7:00 a.m. and 10:00 p.m.

*Hours of operation are 7 AM-8 PM during summer and 7 AM – 7 PM during daylight saving time, with the car wash being open 8 AM -8 PM or 8 AM – 7 PM on Sundays (depending on the season)*

2. All car wash facilities and accessory equipment such as vacuums, dryers, and accessory buildings and structures shall be set back a minimum of two hundred (200) feet from any parcel with an existing residential use or in a residential district. Such facilities and equipment shall be enclosed within a building, except for self-service vacuum units.

*Per the included site plan, all car wash equipment is setback 200' from the residential use to the west.*

3. If self-service vacuum facilities are provided, a minimum of one (1) parking space for each vehicle capable of being serviced at any one (1) time at such vacuum facility shall be provided. Such parking spaces for accessory vacuum facilities shall not interfere with circulation or entrance or exit drives.

*Vacuum parking stalls are provided with each vac having its own designated parking stall for service.*

4. Accessory equipment such as vacuum facilities shall be set back a minimum of twenty (20) feet from all property lines.

*Accessory equipment such as vacuums are setback greater than 20' from the property lines, see the revised attached site plan.*

5. All full-service or conveyor-based carwash facilities shall be equipped with a water recycling system that shall recycle a minimum of fifty (50) percent of the water being used by the facility.

*This wash does have reclamation tanks under the pavement on the south side of the wash, these reclaim 50% of the water used by the wash and reuse it for washing undercarriage and other non-sensitive areas of the car.*

6. Drainage from outdoor storage and/or activity areas shall be directed to gravel, grassed, or other planted areas in a manner that prevents direct discharge to storm drain inlets and surface waters.

*No outdoor storage or activity which would contaminate stormwater is proposed.*

7. Measures for containment of potentially contaminated runoff from vehicle-related activities shall be incorporated into the site plan and drainage plan to ensure that contaminated runoff does not reach storm drains or surface waters.

*Staff on site are trained to properly handle chemicals on site to prevent spills. Chemicals are not handled outdoors and are used inside. The staff who handle the chemicals are limited to minimize the number of people interacting with these chemicals to prevent spills on site.*

8. The City Engineer shall review plans to ensure sufficient measures, including grading and where necessary oil/water separation or equivalent structures, have been incorporated into the site plan to comply with Section 5-5-13.

*BMPs will be utilized (such as skimmers) in inlets to comply with section 5-5-13.*

#### Certified Survey Map

The proposed Certified Survey Map combines five existing properties to accommodate the proposed development. The total acreage of the combined parcels is 2.168-acres.

#### Site Plan

The proposed site plan includes the 4,358 square foot building and associated parking, drives, landscaping, and lighting. The applicant has noted that an underground storm water management system will likely be proposed to comply with storm water management requirements. Upon initial review, the Site Plan is in conformance with B-MU District development standards.

As the building is less than 20,000 square feet, the Site Plan is subject to staff review and approval in accordance with Section 15-9-03B. of the UDO. Site Plan approval will also be contingent upon approval from the Engineering Department for grading, stormwater management, utilities and erosion control, prior to any land disturbance activity.

#### Natural Resource Protection Plan (NRPP)

In 2024, the current property owner received approval of a Certified Survey Map, Site Plan, and Natural Resource Special Exception for the properties located at 6311 S. 27<sup>th</sup> Street and 2821 W. College Avenue. This submission included a NRPP and conservation easement to protect the wetland area on the south end of the 2821 W. College Avenue property.

For this submission, the applicant completed a NRPP for the three properties along W. College Avenue containing single-family homes. According to the applicant, no natural resources features were identified.

#### **STAFF RECOMMENDATION**

City Development staff recommends approval of the Rezoning and Certified Survey Map; however, it is recommended that the Conditional Use application be tabled and return to the Plan Commission upon submittal of a sound study in accordance with Section 15-5-13B. of the Unified Development Ordinance (UDO).

June 1, 2026

Nick Fuchs – Planning Associate  
CITY OF FRANKLIN  
9229 West Loomis Road  
Franklin, WI 53132

RE: Club Car Wash Development – 6311 S. 27<sup>th</sup> Street – Franklin WI

Dear Mr. Fuchs:

On behalf of Club Car Wash, Robert E. Lee & Associates, Inc. is submitting the attached Conditional Use Permit and Rezone application and associated documentation for the proposed car wash development at 6311 S. 27<sup>th</sup> Street, Franklin, WI. The proposed project includes the demolition of the existing structure and pavement on site, and the construction of an automated car wash building, the associated paved parking lot, driveways, stormwater BMP, and vacuum stations.

Club Car Wash is based in Columbia, MO and started in 2006 as Tiger Express Car Wash. Since then, they have expanded across the country and are now in more than 250 locations, all operated by Club Car Wash because they do not franchise. For a monthly fee, Club Car Wash offers memberships at different tiers corresponding to car wash options so you can wash your car daily. You also have the option as a non-member to drive up for a one-time purchase car wash.

This site is proposed to have approximately 4 staff members on site at all times, with a fifth manager floating around between sites. Two staff members are stationed at the pay booth to complete transactions and sign folks up for club memberships. Two additional members are at the entrance of the tunnel directing vehicles into the wash and using power washers to loosen stuck on debris from the front of cars prior to entering the wash. At the end of the wash, approximately 70% of cars go to the self-service vacuums to clean out the insides of the cars. Towels are also provided here to wipe down the interiors of cars.

At the vacuum stations, hoses are provided on each side of the car, as well as a widened parking space to allow two vehicles next to each other to open car doors and maneuver around without issue and in a safe manner. The vacuum stanchion poles have a clip for car floor mats for ease of cleaning. Behind the vacuum stanchion poles (but attached to them) are trash receptacles which provide easy access for customers to discard unwanted trash. These are emptied every hour by staff to maintain a cleanly site.

Self-service vacuums are available to the public and customers alike during business hours.

Typical traffic on site generally matches with the ITE traffic numbers, around 90 trips during the peak hour. Car washes however typically don't "generate" trips in the traditional sense; customers typically don't leave their home or make a special trip to the area just to get a car wash. Typically, these are pass-by trips of folks who are already in the area who turn into the site to get a car wash, then continue their typical travel route. This is why the location of the car wash is so critical.

The car wash can hold approximately 6 cars at a time and can discharge a car from the wash every 30 seconds at maximum operating conditions. The site can provide more than 38 queuing spaces for vehicles which is ample to prevent backups of vehicles off site.

The proposed car wash will be open Monday to Saturday from 7:00 AM to 8:00 PM during the summer and 7:00 AM to 7:00 PM during daylight savings. The car wash will only be open 8:00 AM to 8:00 PM or 8:00 AM to 7:00 PM on Sundays.

The proposed rezone is consistent with the City master Plan (2025) as the future land use map notes this parcel as a commercial zoning district, and the comprehensive plan states "The City continues to see a demand in high quality commercial and business park development, particularly along 27<sup>th</sup> street..." which this development is.

The conditional use request also meets the standards outlined in UDO Section 15-9-06.H in the following ways:

1. As mentioned above, the proposed development meets with the existing comprehensive plan and ordinance in that it is a high quality, nationally recognized commercial brand seeking to provide a needed and high-quality commercial service to residents of Franklin, and those traveling through. The development uses high quality construction materials as well as quality landscaping materials to ensure an attractive site which meets with the intent of the comprehensive master plan and ordinance.
2. There is not anticipated to be any impairment to adjacent properties, the character of the area, public health, safety, morals, comfort, welfare, or property values within the neighborhood. The car wash and any car washing accessories (vacuum stations) are proposed to be setback 200' or more from the adjacent single family home, the noise generating features are concentrated on the east side of the site near the busy intersection so that the noise of the use will blend into the traffic noise at the intersection, and having a nationally recognized brand with a quality track record in this location will help increase commercial development and redevelopment in the area.
3. Surrounding development at this intersection as shown on the attached zoning exhibit includes other commercial businesses (drug store, grocery store, thrift store, pet store) as well as auto focused uses (gas station, large parking lot). This proposed use will not dominate or interfere with the use and development of the neighboring properties.

4. All available information suggests that existing facilities including on utilities, access, and refuse disposal are adequate to provide for the safe and efficient operation of the proposed facility.
5. The proposed roadways at the intersection (CTH ZZ and STH 241) have 18,000 and 30,000 daily cars respectively. The proposed car wash has a typical peak hour trip count of 90 with most of these trips being pass by trips (not new cars being brought to the area, just people passing by visiting the site). Access is proposed to be provided by an existing driveway connection to CTH ZZ with no new connection being proposed. It is not anticipated that this use will have a significant impact on the existing traffic patterns and flows in the area.
6. No cultural or significant natural resource features were identified on site and are not anticipated. If any are found during construction, all required local, state, and federal requirements will be met.

Please do not hesitate to contact me regarding any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Michael R. Leidig, P.E. (WI, IL, MN, OK)  
Project Manager

MRL

ENC.



May 30, 2026

Nick Fuchs  
Planning Associate  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132  
(414) 550-1889  
NFuchs@franklinwi.gov

RE: Natural Resource Feature Review  
2807, 2729 & 2723 West College Avenue, Franklin WI 53132

Dear Mr. Fuchs:

Robert E. Lee & Associates, Inc. conducted a review of natural resource features indicated in Article 7 of the Natural Resource Protection Standards on three residential lots located at 2807, 2729 and 2723 West College Avenue, City of Franklin, Milwaukee County, Wisconsin. Properties were visited on May 27, 2026, for the presence of trees over 8 inches diameter at breast height (DBH) and wetland features. No evidence of wetland features was found on the three parcels, and all trees appeared to have been removed. Sprouting of new growth from the cut stumps was present, however, resprouts were not larger than 8" DBH.

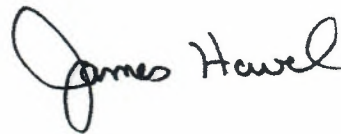
Please find attached a photo log of the parcels reviewed.

Please contact our office if you have any questions or need additional information.

ROBERT E. LEE & ASSOCIATES, INC.



Mark Linder  
Ecologist  
nkintopf@releeinc.com



James Havel  
Senior Ecologist  
jhavel@releeinc.com





Photo 1. Rear view of 2807 W. College Ave, facing north.



Photo 2. Rear view of 2729 and 2723 W. College Ave, facing northeast.





Photo 3. 2807 (foreground) and 2729 (background) W. College Ave, facing northeast.



Photo 4. 2807 W. College Ave, facing east.





Photo 5. View between 2807 and 2729 W. College Ave, facing south.



Photo 6. View between 2729 and 2723 W. College Ave, facing south.





Photo 7. 2723 W. College Ave, facing southwest.



Photo 8. Backyard of 2723 (foreground) and 2729 (background) W. College Ave, facing west.





Photo 9. Stump sprout regrowth in rear of 2723 W. College Ave, facing northwest.



Photo 10. Area between residential lots and Salvation Army parking lot, facing northwest.





Photo 11. Rear of 2729 and 2723 W. College Ave, facing north.



Photo 12. Area between Salvation Army parking lot and residential lots, facing west.





Photo 13. Rear of 2807 W. College Ave. with mulch piles, facing north.



Photo 14. Rear of 2729 and 2723 W. College Ave, facing northeast.





Photo 15. Rear of residential lots overview, facing north.



Photo 16. Site overview, facing northeast.

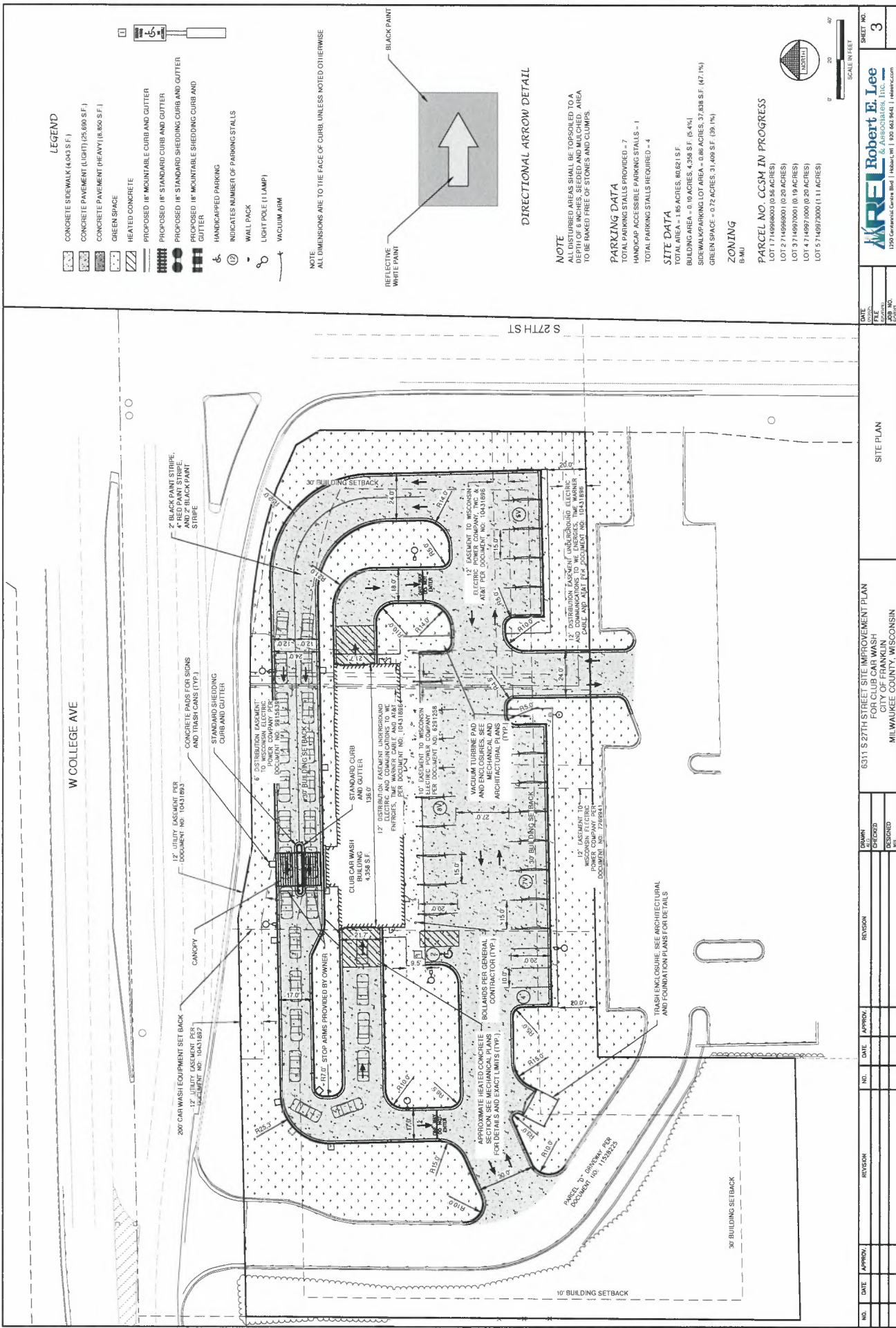
| Table 15-9-04(A)(4): Calculation of Natural Resource Protection Land Area |                                                                                                                                                  |                                                                                                 |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
|                                                                           | Resource/Feature                                                                                                                                 | Total Land Surface Area of Each Natural Resource Feature (acres or square feet; use throughout) |
| a.                                                                        | SEWRPC Primary Environmental Corridor                                                                                                            | 0                                                                                               |
| b.                                                                        | SEWRPC Secondary Environmental Corridor                                                                                                          | 0                                                                                               |
| c.                                                                        | SEWRPC Isolated Natural Resource                                                                                                                 | 0                                                                                               |
| d.                                                                        | Surface Water or Wetland Buffer                                                                                                                  | 0                                                                                               |
| e.                                                                        | Woodland or Forest                                                                                                                               | 12427                                                                                           |
| f.                                                                        | Wetland                                                                                                                                          | 0                                                                                               |
| g.                                                                        | Degraded Wetland                                                                                                                                 | 0                                                                                               |
| h.                                                                        | Lake or Pond                                                                                                                                     | 0                                                                                               |
| i.                                                                        | Gross Land Surface Area of Natural Resource Features                                                                                             | 12427                                                                                           |
| j.                                                                        | Net Natural Resource Protection Land - Total area of the site lying within the boundaries of at least 1 Natural Resource feature (a) through (h) | 0                                                                                               |



**Table 15-9-04(A)(5): Calculation of Base Site Area for Developme**

| <b>Step</b> | <b>Land Area to Be Determined</b>                                                                                                                                                          | <b>Calculation</b>                      |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| a.          | Gross Land Area                                                                                                                                                                            | Gross Site Area                         |
| b.          | Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites | From Site Plan                          |
| c.          | Land reserved for open space as part of a previously approved development or land division                                                                                                 | From Site Plan                          |
| d.          | Land Area to be Reserved for Parks and Schools                                                                                                                                             | From Site Plan                          |
| e.          | Net Natural Resource Protection Land                                                                                                                                                       | Table 15-9-04(A)(4), Row j)             |
| f.          | Net Buildable Area for Development                                                                                                                                                         | $(f) = (a) - \{\text{sum } (b+c+d+e)\}$ |

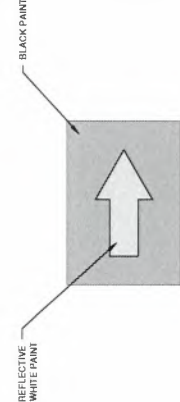
| nt                                          |
|---------------------------------------------|
| Area (square feet or acres; use throughout) |
| 94418                                       |
| 0                                           |
| 12427                                       |
| 0                                           |
| 0                                           |
| 81991                                       |



LEGEND

- CONCRETE SIDEWALK (4.043 S.F.)
- CONCRETE PAVEMENT (LIGHT) (25.000 S.F.)
- CONCRETE PAVEMENT (HEAVY) (8.500 S.F.)
- GREEN SPACE
- HEATED CONCRETE
- PROPOSED 18" MOUNTABLE CURB AND GUTTER
- PROPOSED 18" STANDARD CURB AND GUTTER
- PROPOSED 18" STANDARD SHEDDING CURB AND GUTTER
- PROPOSED 18" MOUNTABLE SHEDDING CURB AND GUTTER
- HANDICAPPED PARKING
- INDICATES NUMBER OF PARKING STALLS
- WALL PAVEMENT
- LIGHT POLE (1 LAMP)
- VACUUM ARM

NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE



DIRECTIONAL ARROW DETAIL

NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE

PARKING DATA

TOTAL PARKING STALLS PROVIDED = 7  
HANDICAP ACCESSIBLE PARKING STALLS = 1  
TOTAL PARKING STALLS REQUIRED = 4

SITE DATA

TOTAL AREA = 1.86 ACRES, 80,821 S.F.  
BUILDING AREA = 0.10 ACRES, 4,358 S.F. (5.4%)  
SIDEWALK/PARKING LOT AREA = 0.86 ACRES, 37,438 S.F. (47.1%)  
GREEN SPACE = 0.72 ACRES, 31,409 S.F. (39.1%)

ZONING

B-MU

PARCEL NO. CC3M IN PROGRESS

LOT 17 149986003 (0.56 ACRES)  
LOT 2 149986001 (0.20 ACRES)  
LOT 3 149979001 (0.19 ACRES)  
LOT 4 149971000 (0.20 ACRES)  
LOT 5 149973000 (1.11 ACRES)

DATE: 11/11/2011  
FILE: 11/11/2011  
SCALE: 1" = 20'

**MREL Robert E. Lee**  
& ASSOCIATES, LLC  
1225 Generals Circle West | Madison, WI | 608.262.3441 | mrel.com

| DRAWN    |  |  |  | REVISION |  |  |  | APPROVAL |  |  |  | DATE |  |  |  |
|----------|--|--|--|----------|--|--|--|----------|--|--|--|------|--|--|--|
| DESIGNED |  |  |  | REVISION |  |  |  | APPROVAL |  |  |  | DATE |  |  |  |
| DESIGNED |  |  |  | REVISION |  |  |  | APPROVAL |  |  |  | DATE |  |  |  |
| DESIGNED |  |  |  | REVISION |  |  |  | APPROVAL |  |  |  | DATE |  |  |  |

6311 S 27TH STREET SITE IMPROVEMENT PLAN  
FOR CLUB CAR WASH  
CITY OF FRANKLIN  
MILWAUKEE COUNTY, WISCONSIN

SITE PLAN

SHEET NO. 3



**GENERAL:**

- Landscape Contractor is responsible for coordinating work with general contractor to ensure the landscape scope of work doesn't interfere with existing or built conditions. They should note any discrepancies to the general contractor.
- Landscape Contractor is responsible for verifying the location of underground utilities by calling their local utility marking service.
- All plant material should be inspected by Landscape Contractor prior to installation to determine overall appearance and condition. Plant material that is damaged or has clear signs of stress should be rejected.
- Quantities of material shown on plan take precedence over the specification list or legend at plant substitutions are required. Landscape Contractor is responsible for submitting recommendations to the client or client's representative.
- Irrigation system required and to be designed by qualified Irrigation Contractor - system must be programmable and capable of odd/even day use.
- The proposed landscape plan will incorporate/enhance site conditions in accordance to city requirements.
- All planting beds adjacent to curb/grass shall be edged with 4" minimum diameter rounded tree edging that is planted within turf grass.

**PLANTING:**

- When excavating for plant pits, any excess rock or building material should be removed and replaced with specified soil mix substrate.
- All plant pits should be removed from material by Landscape Contractor.
- All planting beds and trees should receive a minimum 3" deep layer of shredded barkwood mulch, unless otherwise noted.
- All backfill around plant material should be removed during planting.
- All six buckets and shovels should be removed during planting.
- Cut and remove top half of burlap around rootballs and cut and remove any twine around trunk or root balls.
- All stakes and guy wires and tree wrap are to be removed no more than 1 year after installation.
- Tree wrap, if used, is to be installed by November 1<sup>st</sup> and to be removed by April 1<sup>st</sup>.
- All canopy/shade trees to be a minimum of 4" caliper at maximum DBH above root flare.

**NOTE: USE MUCH PER PLANT SPECIES**

**1" = 40'**

**TREE PLANTING**

**FIG 15**

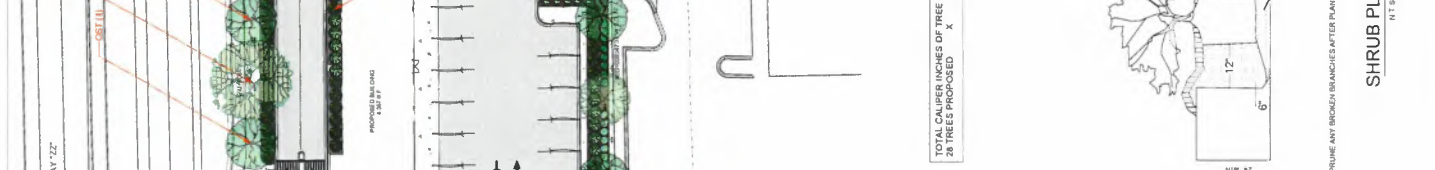
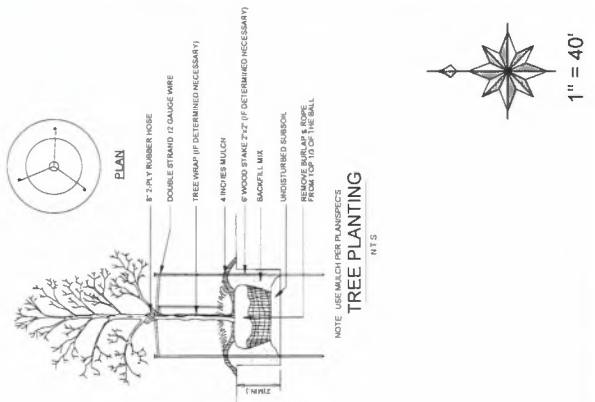


Diagram illustrating the components and installation of a shrub root ball:

- SET SHRUB ROOT BALL 1' HIGHER THAN ADJACENT FINISH GRADE
- 2" MULCH LAYER
- SHRUB IS 100% 1" THIN REMOVE SHILAP & ROPE FROM TOP 1/3 OF BALL
- BAGGERS MAX
- UNDISTURBED SOIL



|          |                             |
|----------|-----------------------------|
| DATE     | 10/2/2018                   |
| BY       | MEP                         |
| CHECKED  | MEP                         |
| PROJECT  | CLUB CAR WASH               |
| LOCATION | 1000 N. 10TH AVE. SUITE 100 |
| CITY     | MINNEAPOLIS, MN             |
| STATE    | MINN.                       |
| COUNTY   | RAMSEY                      |
| ZIP      | 55412                       |

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|          |                             |
|----------|-----------------------------|
| PROJECT  | CLUB CAR WASH               |
| LOCATION | 1000 N. 10TH AVE. SUITE 100 |
| CITY     | MINNEAPOLIS, MN             |
| STATE    | MINN.                       |
| COUNTY   | RAMSEY                      |
| ZIP      | 55412                       |

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**PRELIMINARY  
NOT INTENDED FOR  
CONSTRUCTION**

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**Timberlake  
ENGINEERING**  
A COMMITMENT TO EXCELLENCE

1000 N. 10TH AVE. SUITE 100  
MINNEAPOLIS, MN 55412  
TEL: 612.338.1000  
WWW.TIMBERLAKE-ENG.COM

PROJECT: CLUB CAR WASH

DESIGNED BY: JEFFREY J. TIMBERLAKE

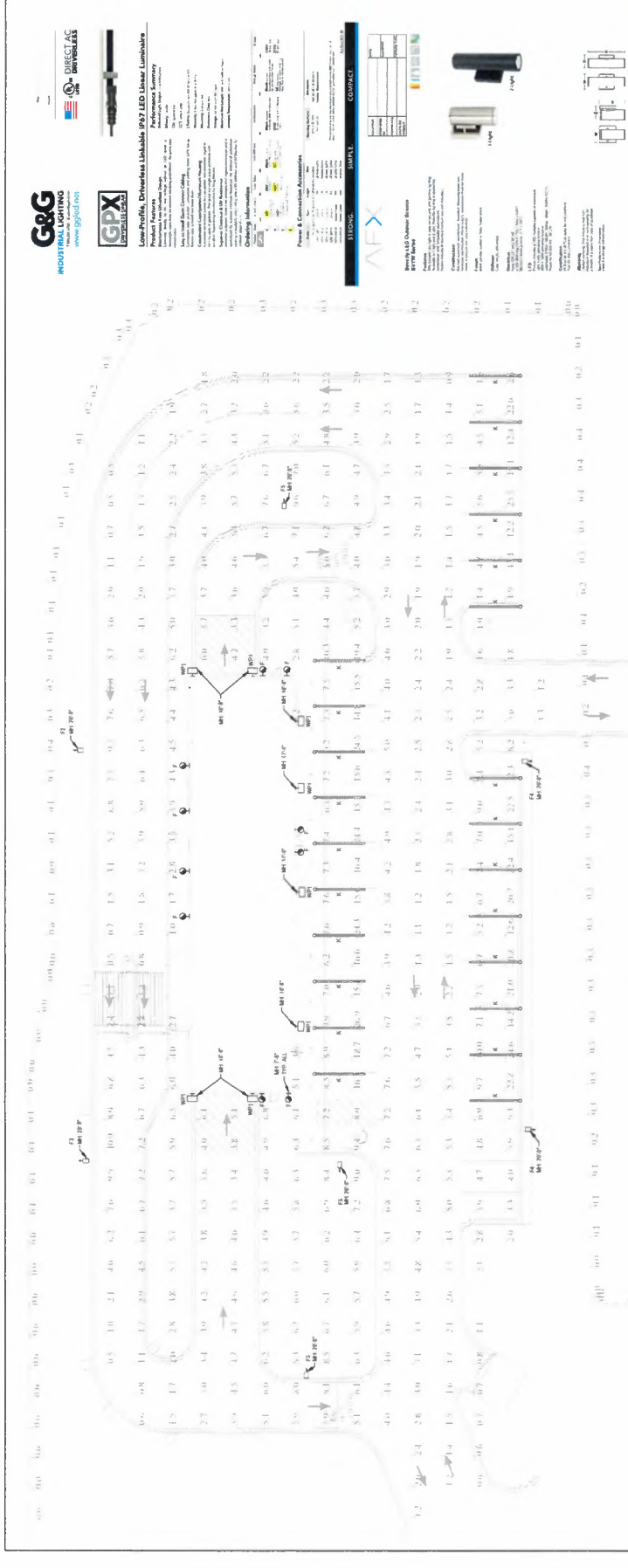
DATE: 10/2/2018

LOCATION: 1000 N. 10TH AVE. SUITE 100, MINNEAPOLIS, MN 55412

SHEET: 1

PHOTOMETRIC PLAN

MEP4



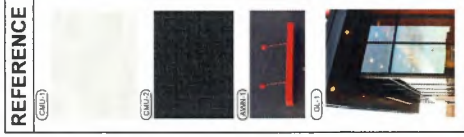
**PHOTOMETRIC PLAN**  
MEP-107



2. TYPICAL LIGHT POLE DETAIL (0-20')  
NOT TO SCALE

| MARK | MANUFACTURER       | MODEL NO. | TYPE               | VOLTS | AMPS | WATTS | LUMENS | CGI (FOOT) | CSH (LUMENS) | REMARKS            |
|------|--------------------|-----------|--------------------|-------|------|-------|--------|------------|--------------|--------------------|
| P1   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P2   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P3   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P4   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P5   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P6   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P7   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P8   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P9   | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |
| P10  | INVERNESS ALUMINUM | 1000      | RECESSED DOWNLIGHT | 120   | 0.17 | 20    | 800    | 10         | 800          | RECESSED DOWNLIGHT |



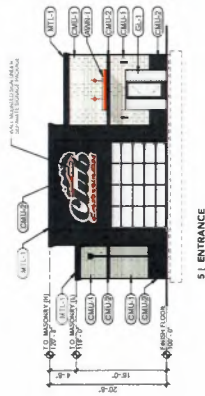


| GLAZING PERCENTAGES AT TRANSPARENCY ZONE |                |                      |                |
|------------------------------------------|----------------|----------------------|----------------|
| ENTRANCE (FRONT)                         |                | EXIT (STREET FACING) |                |
| REQUIRED                                 | + 105 SF = 40% | REQUIRED             | + 105 SF = 30% |
| PROVIDED                                 | + 214 SF = 53% | PROVIDED             | + 197 SF = 47% |
| EQUIPMENT (RWA - NOT STREET FACING)      |                |                      |                |
| REQUIRED                                 | + 331 SF = 30% | REQUIRED             | + 331 SF = 30% |
| PROVIDED                                 | + 403 SF = 35% | PROVIDED             | + 403 SF = 35% |

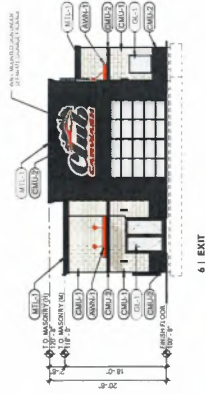


### EXTERIOR MATERIALS LEGEND

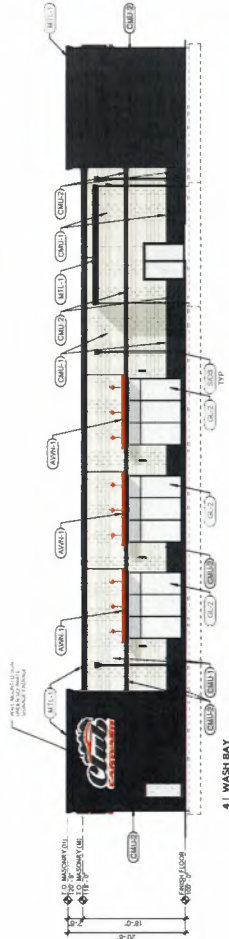
|      |                                                       |     |                                                                 |     |                               |
|------|-------------------------------------------------------|-----|-----------------------------------------------------------------|-----|-------------------------------|
| CMU1 | ARCHITECTURAL F INDOOR STANDARD BLOCK (8" x 8" x 16") | GL1 | 7" x 4 1/2" Thermal Standard Framing in Black Anodized Aluminum | AM1 | PREFINISHED KYNAR SHEET METAL |
| CMU2 | ARCHITECTURAL F INDOOR STANDARD BLOCK (8" x 8" x 16") | GL2 | 7" x 4 1/2" Thermal Standard Framing in Black Anodized Aluminum | AM2 | COUPLED DOWNPOUTS             |
| CMU3 | ARCHITECTURAL F INDOOR STANDARD BLOCK (8" x 8" x 16") | GL3 | 7" x 4 1/2" Thermal Standard Framing in Black Anodized Aluminum | AM3 | KYNAR COATED METAL COPING     |
| CMU4 | ARCHITECTURAL F INDOOR STANDARD BLOCK (8" x 8" x 16") | GL4 | 7" x 4 1/2" Thermal Standard Framing in Black Anodized Aluminum | AM4 | COLOR MATCH BRG               |
| CMU5 | ARCHITECTURAL F INDOOR STANDARD BLOCK (8" x 8" x 16") | GL5 | 7" x 4 1/2" Thermal Standard Framing in Black Anodized Aluminum | AM5 | PREPARED LAM METAL FINISH     |



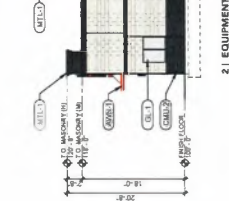
5 | ENTRANCE  
1" = 10'-0"



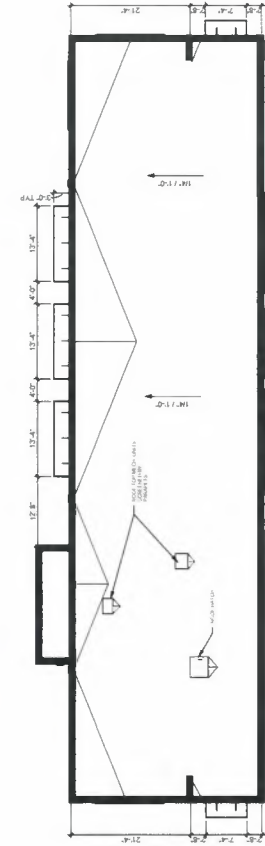
6 | EXIT  
1" = 10'-0"



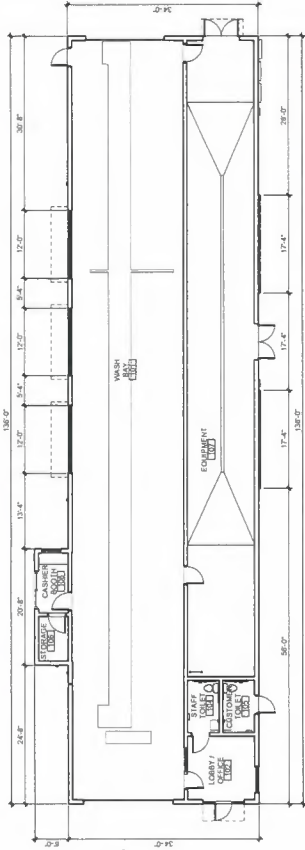
4 | WASH BAY  
1" = 10'-0"



2 | EQUIPMENT  
1" = 10'-0"



3 | ROOF PLAN  
1" = 10'-0"



1 | FLOOR PLAN  
1" = 10'-0"

**PRELIMINARY SHEET**

PROJECT NAME: (CIVIL ENGINEERING, INC.)

PROJECT NO: 20011194

DATE: 04/10/24

PROJECT ADDRESS: 6311 S 270th St, Franklin, WI 53125

As indicated

**FINKLE + WILLIAMS**

ARCHITECTURE

15'-0"

12'-0"

10'-0"

8'-0"

6'-0"

4'-0"

2'-0"

0'-0"

15'-0"

12'-0"

10'-0"

8'-0"

6'-0"

4'-0"

2'-0"

0'-0"

15'-0"

12'-0"

10'-0"

8'-0"

6'-0"

4'-0"

2'-0"

0'-0"

15'-0"

12'-0"

10'-0"

8'-0"

6'-0"

4'-0"

2'-0"

0'-0"



Specializing in the Science of Sound

**AcoustiControl is a Certified 100% Woman Owned Business**

Club Car Wash Noise Study and Modeling

6311 South 27<sup>th</sup> Street

Franklin, Wisconsin 53132

Client: Club Car Wash Operating, LLC

Proposal: H1967

Report Date: August 3, 2026

---

## Definition of Terms

Decibel: (also referred to as dB, dBA, dBC)

A decibel is a measurement of sound. The higher the decibel number, the louder the sound.

Outdoor Background Noise Level (sometimes referred to as Ambient Noise)

The amount of sound generated by lawnmowers, road traffic, construction, industrial noise, human and animal sources, outdoor mechanical equipment, train whistles, airplane noise, etc.

Sound Pressure Level ( LAeq )

A-Weighted equivalent sound pressure level in dB (decibels measured over a period of time)

Sound Level A - Weighted (dBA)

The A-weighted is the most common single-number measure of loudness. This standard scale in decibels measures the human response to noise and correlates with judgments of loudness from broadband noise characteristic of the environment. A-weighting accounts for the frequency of the sound, which correlates with how people perceive noise. The A-weighting was used in the noise assessment due to its prevalence in environmental noise assessments and the large body of evidence linking A-weighted sound levels to people's sensitivity to noise. Table 1 lists some common noises and their levels, recorded in dBA.





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### Adjacent Residential Property Line(s):

The adjacent residential property line(s) that separate the proposed modified existing car wash into a Club Car Wash located at 6311 S 27<sup>th</sup> Street, Franklin, Wisconsin 53132 from the residential and industrial properties adjacent to the proposed car wash.

### Examples of Human Responses to Changes in Noise Levels:

There is variation in individual perception of the power of a sound; studies have shown that the changes in noise levels of less than 3 dBA are barely perceptible to most people.

However, a 10 dBA change is reported by people as either a doubling (halving) of noise by a normal human ear. This means that a 10 dBA reduction in noise is actually perceived by the listener as a reduction by ½. The average ability of a listener to detect changes in noise levels is outlined in Table 2. (All tables and figures may be found in the Appendix.)

As the Club Car Wash is located in the City of Franklin, the City of Franklin requires a sound study that meets the following:

### **See Appendix Figure 1: Sound Study Requirements of the City of Franklin.**

#### Sound Study:

A sound study was conducted on July 2, 2026, at the proposed Club Car Wash, which is to be located at 6311 S 27<sup>th</sup> Street.

#### Provision of the Wisconsin Municipal Code:

There is a relatively new provision in the City of Franklin, Wisconsin municipal code: Unified Development Ordinance 15-2.110.7. Per the Unified Development Ordinance, the noise level at the car wash property line cannot exceed 65 dBA.

### A: Background Noise Measurements Results in dBA at 6311 S 27<sup>th</sup> Street and adjacent properties.

( See Figure 2 for locations of acoustic measurements collected )

- |                      |        |
|----------------------|--------|
| 1. Proposed Car Wash | 68 dBA |
| 2. Kwik Trip         | 75 dBA |
| 3. Salvation Army    | 68 dBA |



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- |                    |        |
|--------------------|--------|
| 4. Walgreens Store | 71 dBA |
| 5. Qdoba           | 67 dBA |
| 6. Puppyworld      | 65 dBA |

**Figure 1: Locations of Background Noise Measurements (dBA)**



The primary noise source for all of these readings is noise generated from traffic on Highway 241 and West College Avenue.

Kwik Trip has higher noise levels measuring at 75 dBA due to heavy traffic at its entrance and the on-site car wash.

In addition, the Walgreens site also has a dBA reading which measured above 70 dBA, indicating that the property line noise level is dominated by traffic noise from Highway 241 and West College Avenue.



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**B: 8 Hour Noise Study at Proposed Car Wash Site 6311 S 27<sup>th</sup> Street**

| Hour                 | Sound Pressure Level (dBA)<br>at Car Wash Site Location 1 | Estimated Sound Pressure Level<br>(dBA) at Northeast Property Line |
|----------------------|-----------------------------------------------------------|--------------------------------------------------------------------|
| 8:00 am to 9:00 am   | 68                                                        | 71                                                                 |
| 9:00 am to 10:00 am  | 67                                                        | 70                                                                 |
| 10:00 am to 11:00 am | 66                                                        | 69                                                                 |
| 11:00 am to 12:00 pm | 68                                                        | 71                                                                 |
| 12:00 pm to 1:00 pm  | 69                                                        | 72                                                                 |
| 1:00 pm to 2:00 pm   | 67                                                        | 70                                                                 |
| 2:00 pm to 3:00 pm   | 70                                                        | 73                                                                 |
| 4:00 pm to 5:00 pm   | 69                                                        | 72                                                                 |

The eight-hour noise study shows an average daytime noise level of 68 dBA.

The study also shows an estimated daytime noise level at the northeast property line varying from 69 dBA to 73 dBA.

**C: Computer Modeling**

Based on the results of the noise measurements collected, AcoustiControl built a computer model in SoundPLAN Noise Topography Software to predict noise generated from the operation of the future Club Car Wash at 6311 S 27<sup>th</sup> Street and the predicted noise level at the property adjacent to the car wash.

- a. Using SoundPLAN computer noise topography software, AcoustiControl built an acoustical model of the 6311 S 27<sup>th</sup> Street property and the adjacent surrounding properties.



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- b. Car wash noise sources and the noise levels were measured from an existing Club Car Wash located at 1100 Quartz Canyon Drive, Wentzville, Missouri. These noise sources are as follows:
  - i. Car Wash Entrance
  - ii. Car Wash Exit
  - iii. Main Vacuum
  - iv. Vacuum Wands
- c. Included within the SoundPLAN computer model of the carwash and surrounding residential properties will be the following features:
  - i. Height, shape, and location of the car wash.
  - ii. Height, shape, and location of the nearby residential buildings.
  - iii. Topographical features such as vegetation and land contour of the area.

**D: Noise Generated by the Proposed Club Car Wash**

The Club Car Wash noise simulation, as shown in Figure 3, includes the results of the SoundPLAN simulation of the noise generated by the car wash and its acoustical impact on the adjacent properties. The

**Results:**

The results of the study show that at the property lines of the proposed car wash, the predicted sound pressure level ranges from 60 to 70 dBA.

The SoundPLAN model predicted the noise level at the northeast property line of the proposed car wash (the corner of Highway 241 and West College Avenue) would be 70 dBA as a result of the operation of the proposed Club Car Wash. Thus, the predicted noise generated at the northeast property line is already predicted to be 70 dBA which already exceeds the Unified Development Ordinance 15-2.110.7 noise requirement of 65 dBA at the northeast property line.



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The predicted noise levels generated from the operation of the Club Car Wash at all other associated property lines meet the Unified Development Ordinance 15-2.110.7 Noise requirement of 65 dBA at the property line.

Based on a standard acoustic calculation for distance from the middle of Highway 241 and the noise level measurements at location 1, the estimated noise level at the northeast property line of the proposed Club Car Wash currently ranges from 69 to 73 dBA. Thus, the current property line noise level, excluding the car wash, already exceeds the Unified Development Ordinance 15-2.110.7 standard of 65 dBA, as traffic noise currently exceeds the limit.

However, by the time the noise reaches all the adjacent properties, the noise generated from the operation of the car wash **does** meet the City of Franklin, Wisconsin's Unified Development Ordinance 15-2.110.7 municipal code requirement of 65 dBA.

In addition, by the time the noise generated by the car wash reaches the adjacent properties, it is below the existing background noise level from current noise generated by vehicle traffic on Highway 241 and West College Avenue.

### E: Noise Mitigation

Although the proposed Club Car Wash does not meet the City of Franklin, Wisconsin's Unified Development Ordinance 15-2.110.7 requirements for noise levels at all the property lines; by the time noise generated by the car wash reaches the adjacent property's property line, it is below the current background noise levels; thus, no additional noise mitigation is proposed.

The result was due to the careful placement of the car wash itself and its vacuums to minimize the acoustic impact on adjacent properties, especially residential properties. The noise generated by the Club Car Wash is directed toward the streets of Highway 241 and West College Avenue.

The nearby residential properties will not be negatively affected by sound coming from the operation of the proposed Club Car Wash.



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**F: Construction Noise**

The loudest part of the new car wash construction is the demolition phase, which ranges from 90 to 110 dBA.

After which, the loudest piece of equipment will be cement trucks pouring concrete, at 85-105 dBA, with the highest noise level during discharge.

Other than the demolition phase and concrete pouring, the daily noise level at the construction site should be between 65 and 90 dBA.

**G: Conclusion:**

Thus, the operation of the Club Car Wash has no additional acoustic impact at adjacent properties beyond what is currently being experienced.

Sincerely yours,

Jim Holtrop, INCE ASA ASHRAE

**AcoustiControl LLC / AcoustiControl is a Certified 100% Woman Owned Business**



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## Appendix

### Figure 2: Franklin Wisconsin Sound Study Requirements

#### B. Sound Study.

1. **Applicability.** Concurrent with the approval of a Conditional Use permit for a development or use proposed to include outdoor activities or operations, a sound study and noise mitigation and management plan shall be approved by the City.
2. **Requirements.** A sound study and noise mitigation and management plan prepared by a professional acoustical consultant or engineer shall meet the following requirements.
  - a. **Comparative Analysis of Existing Noise Environment.** A comparison of current ambient noise levels at the project site and sites within two hundred fifty (250) feet of the project site, to the established noise standards of the local noise ordinance.
  - b. **Project Noise Emissions.** A description of the types and anticipated noise levels of noise emissions from the project during construction and operation (decibel levels, variations).
  - c. **Noise Mitigation Strategies.** A plan to reduce noise and comply with noise standards (barriers, quieter equipment, operating hour limitations).
  - d. **Noise Mitigation and Management Plan.** A document outlining the noise mitigation strategies and management activities that the use shall operate under, and which shall be adopted as the conditions of the approval of the Conditional Use permit.

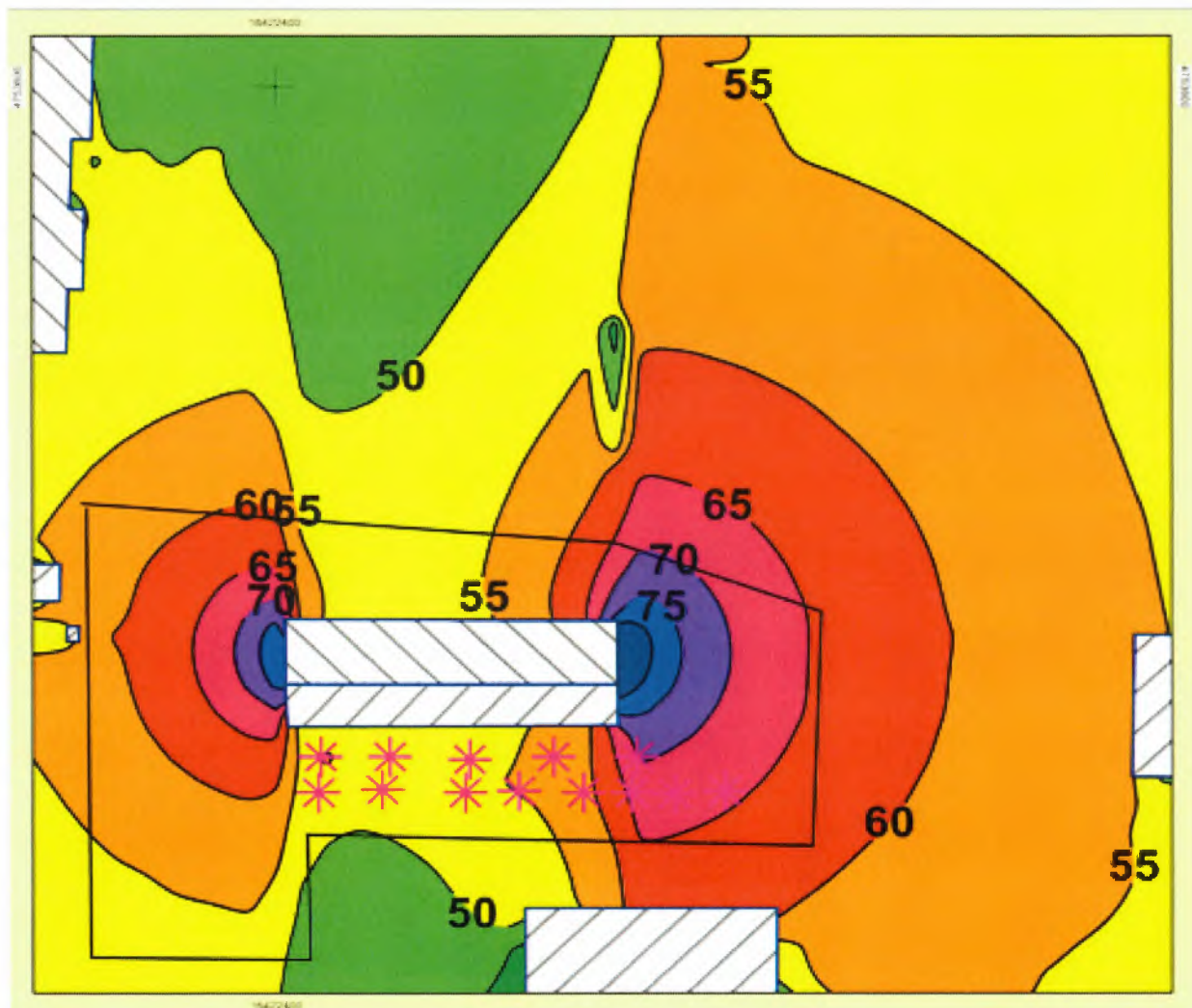




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**Figure 3: Club Car Wash Projected Sound Pressure Levels (dBA)**

- The 8 asterisks represent the vacuum wands.
- The asterisk to the left of the vacuum wands represents the central vacuum.
- The black line is the property line of the proposed car wash



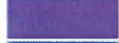


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Figure 4: Legend for Sound Pressure Levels

### Levels Leq

in dB(A)

|                                                                                     |           |
|-------------------------------------------------------------------------------------|-----------|
|    | < 40      |
|    | 40 - 45   |
|    | 45 - 50   |
|    | 50 - 55   |
|    | 55 - 60   |
|    | 60 - 65   |
|    | 65 - 70   |
|    | 70 - 75   |
|   | 75 - 80   |
|  | $\geq 80$ |



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**Table 1: Common Noise Levels**

| Sound Source                                                                                                                                                                                                                                                                                                                                    | (dBA) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Air Raid Siren at 50 feet                                                                                                                                                                                                                                                                                                                       | 120   |
| Maximum Levels at Rock Concert (Rear Seats) On Platform by Passing Subway Train                                                                                                                                                                                                                                                                 | 110   |
| On Sidewalk by Passing Heavy Truck or Bus                                                                                                                                                                                                                                                                                                       | 100   |
| On Sidewalk by Typical Highway                                                                                                                                                                                                                                                                                                                  | 90    |
| On Sidewalk by Passing Automobiles with Mufflers                                                                                                                                                                                                                                                                                                | 80    |
| Typical Urban Area                                                                                                                                                                                                                                                                                                                              | 70    |
| Typical Suburban Area                                                                                                                                                                                                                                                                                                                           | 60-70 |
| Quiet Suburban Area at Night Typical                                                                                                                                                                                                                                                                                                            | 50-60 |
| Rural Area at Night                                                                                                                                                                                                                                                                                                                             | 40-50 |
|                                                                                                                                                                                                                                                                                                                                                 | 30-40 |
| <p><b>Note:</b> A change in 3 dB(A) is just noticeable change in SPL. A change in 10 dB(A) is perceived as a doubling or halving in SPL.</p> <p><b>Source:</b> Cowan, James P. Handbook of Environmental, Acoustics. Van Nostrand Reinhold, New York, 1994.</p> <p>Egan, M. David, Architectural Acoustics. McGraw-Hill Book Company, 1988.</p> |       |



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Table 2: Average Ability of a Person to Perceive Changes in Noise Levels

| Change<br>(dBA)                                                                                                                                                                           | Human Perception of Sound                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| 2-3                                                                                                                                                                                       | Barely perceptible                                               |
| 5                                                                                                                                                                                         | Readily noticeable                                               |
| 10                                                                                                                                                                                        | A doubling or halving of the loudness of sound                   |
| 20                                                                                                                                                                                        | A dramatic change                                                |
| 40                                                                                                                                                                                        | Difference between a faintly audible sound and a very loud sound |
| <b>Source:</b> Bolt Beranek and Neuman, Inc., <i>Fundamentals and Abatement of Highway Traffic Noise</i> , Report No. PB-222-703. Prepared for Federal Highway Administration, June 1973. |                                                                  |

|                                          |                                                                                                                                                                                                                                         |                                                        |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                                                                                                                                   | <b>MEETING<br/>DATE</b><br><br>09/01/2026              |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>A RESOLUTION IMPOSING CONDITIONS<br/>AND RESTRICTIONS<br/>FOR THE APPROVAL OF A CONDITIONAL<br/>USE FOR A SELF-SERVICE STORAGE<br/>FACILITY USE UPON PROPERTY<br/>LOCATED<br/>AT 5160 W RYAN ROAD (TAX KEY NO. 882<br/>9002 000)</b> | <b>ITEM NUMBER</b><br><br>G. L.<br><br>Ald. District 4 |

At its August 20, 2026 meeting, the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a Conditional Use for a self-service storage facility use upon property located at 5160 W Ryan Road (TKN 882 9002 000), with the condition that the applicant provide opaque screening upon the western and northern fence areas. This condition has been added to the proposed resolution.

The vote was 6-0-0, six "ayes", no "noes" and no absents.

Planning: LH/RM

#### **COUNCIL ACTION REQUESTED**

A motion to approve Resolution No. 2026-\_\_\_\_\_, imposing conditions and restrictions for the approval of a Conditional Use for a self-service storage facility use upon property located at 5160 W Ryan Road (TKN 882 9002 000).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A CONDITIONAL USE FOR A SELF-SERVICE STORAGE  
FACILITY USE UPON PROPERTY LOCATED  
AT 5160 W RYAN ROAD (TAX KEY NO. 882 9002 000),  
(5100, LLC, PROPERTY OWNER & APPLICANT)

---

WHEREAS, 5100, LLC, having petitioned the City of Franklin for the approval of a Conditional Use within the B-R Regional Business District under Industrial Use Title “Self-Service Storage Facility”, to operate a self-service storage facility with proposed hours of operation Monday through Sunday, from 8:00 a.m. to 6:00 p.m., located at 5160 W Ryan Road, bearing Tax Key No. 882-9002-000, more particularly described as follows:

LOT 2 OF CERTIFIED SURVEY MAP NO. 9263, BEING A DIVISION  
OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF  
SECTION 23, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF  
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9-06E. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 20th day of August, 2026, and the Plan Commission thereafter having determined to recommend that the proposed Conditional Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Conditional Use upon such conditions, pursuant to §15-9-06H of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Conditional Use, subject to conditions, meets the standards set forth under §15-9-06H of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of 5100, LLC, for the approval of a Conditional Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Conditional Use is approved only for the use of the subject property by 5100, LLC, successors and assigns, as a self-service storage facility, which shall be

developed in substantial compliance with, and operated and maintained by 5100, LLC, pursuant to the application materials City file-stamped July 1, 2026.

2. That this Conditional Use is only for the use of the property and a full Site Plan Review will need to be approved prior to construction. Site Plan must comply with §15-4-11C of the Unified Development Ordinance as it pertains to the Self-Service Storage Facility Use Standards.

3. 5100, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the 5100, LLC self-service storage facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

4. The approval granted hereunder is conditional upon 5100, LLC and the self-service storage facility use for the property located at 5160 W Ryan Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

5. All signage shall comply with the requirements of §15-6 of the Unified Development Ordinance and must receive a Sign Permit from the City Development Department prior to installation.

6. The approval granted hereunder is conditional upon 5100 LLC providing opaque screening of the storage areas on the western and northern property lines.

BE IT FURTHER RESOLVED, that in the event 5100, LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Conditional Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Conditional Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9-14 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Conditional Use Permit as is contemplated by §15-9-06 of the Unified Development Ordinance.



BE IT FURTHER RESOLVED, pursuant to §15-9-06J. of the Unified Development Ordinance, that the Conditional Use permission granted under this Resolution shall be null and void upon the expiration of two years from the date of adoption of this Resolution, unless the Conditional Use has been established by way of the issuance of an occupancy permit for such use.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 1st day of September, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 1st day of September, 2026.

APPROVED:

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

ATTEST:

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

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



**CITY OF FRANKLIN**  
**REPORT TO THE PLAN COMMISSION**

**Item C.1.**

**Meeting of August 20, 2026**

**Conditional Use**

---

**RECOMMENDATION:** City Development staff recommends approval of this conditional use request for a self-service storage facility, under Industrial Uses “Self-Service Storage Facility”, which is a conditional use in the B-R Regional Business District.

---

|                              |                                    |
|------------------------------|------------------------------------|
| <b>Project name:</b>         | <b>5100 LLC, Conditional Use</b>   |
| <b>Property Owner:</b>       | 5100 LLC                           |
| <b>Applicant:</b>            | Andy Khullar, 5100 LLC             |
| <b>Agent:</b>                | Jason Heinonen, Endpoint Solutions |
| <b>Property Address/TKN:</b> | 5160 W Ryan Road / 882 9002 000    |
| <b>Aldermanic District:</b>  | District 4                         |
| <b>Zoning District:</b>      | B-R – Regional Business District   |
| <b>Staff Planner:</b>        | Luke Hamill, Associate Planner     |
| <b>Application number:</b>   | PPZ26-0086                         |

---

**INTRODUCTION:**

Conditional Use request to allow for a self-service storage facility, under Industrial Use Title “Self-Service Storage Facility”, which is considered a conditional use in the B-R Regional Business District.

**PROJECT ANALYSIS:**

Self-Service Storage Facilities requires a conditional use permit in the B-R Zoning District. The applicant will need full Site Plan approval, and the attached plans are a concept. This application is only for approval of the use of the property.

The definitions for the above use titles are defined in the Unified Development Ordinance as follows:

**Self-Service Storage Facility:**

*A building or group of buildings that are used for the storage of personal property or records, where individual owners or tenants control individual storage spaces.*

In the new Unified Development Ordinance, Self-Service Storage Facilities have specific standards for their uses. The applicant will need to comply with these standards and their Site Plan Application review will include these standards as part of the Site Plan Approval. Based on the concept plan provided in this application, Site Plan will only require staff approval.

The applicant is proposing hours of operation from Monday through Sunday, from 8:00 AM to 6:00 PM. There will be two employees per shift.

**General standards for Special Uses (§15-3.0701)**

| <b>Summary of Standard</b>                                                    | <b>Staff's Finding</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. <i>Ordinance and Comprehensive Master Plan purposes and intent.</i></b> | The proposed self-service storage facility is consistent with the comprehensive plan as this site is designated as commercial in the future land use map of the <i>City of Franklin 2025 Comprehensive Master Plan</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>2. <i>No Undue Adverse Impact.</i></b>                                     | <p>City Development staff does not anticipate “undue adverse impact” to adjacent properties as the specific use requirements for self-storage service facility in the UDO requires specific mitigation, such as specific screening of outdoor storage (if provided), prohibition of toxic material storage, and no storage space shall be used for residential occupancy, business sales or operation, the storage of commercial or industrial inventory or raw materials, or the operation of machinery.</p> <p>However, the applicant will need to show that the development will abide by these specific use standards with a Site Plan Application to city staff. In discussions with the applicant, outdoor storage is not proposed as part of this use. As of the writing of this Staff Report, no public comments have been submitted to the Planning Department.</p>                     |
| <b>3. <i>Compatibility with Surrounding Development.</i></b>                  | This site is zoned B-R, Regional Business District. The zoning to the North is undeveloped land that is owned by Franklin Square, LLC and zoned Planned Development District (PDD) No. 25, a residential PDD. The applicant will be required to provide a landscape buffer between that property and the proposed use. The property to the west is also zoned B-R and currently vacant. While the immediate property to the west is vacant, to the west there is a residential home zoned B-R. While not required by the UDO, staff suggests that landscaping be put in place alongside the western property line as well. The property to the east, is also zoned B-R and currently a gas station owned by the same property owner as the subject property. The property to the south across Ryan Road is zoned PDD 18 – Franklin Business Park and is currently a multi-tenant industrial use. |
| <b>4. <i>Adequate Public Facilities.</i></b>                                  | The proposed development has access to Water Facilities and Sanitary Sewer Facilities from Ryan Road. The applicant is also proposing a stormwater detention pond in the southern portion of the property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>5. <i>Adequate Circulation.</i></b>                                        | The applicant is proposing to reconfigure the existing access on the property and use cross-access with the gas station to the east for access to the storage facility. Permits from DOT for any work with the access and the utilities may be required. There is access on all sides to each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Summary of Standard                               | Staff's Finding                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | proposed building as part of this development. Planning will be in contact with the Franklin Fire Department during Site Plan Review to make sure there is sufficient access to the property.                                                                                                                                                       |
| 6. <i>No Destruction of Significant Features.</i> | There is currently no natural resource indicators on the property.                                                                                                                                                                                                                                                                                  |
| 7. <i>Compliance with Standards.</i>              | The proposed development and concept site plan complies with the standards of the B-R District. The applicant will need a full Site Plan application to determine that it meets all of the General Development Standards in the City of Franklin, such as off-street parking, landscaping, lighting, building height, architectural materials, etc. |

### **SITE COMPLIANCE**

A site visit was conducted as part of the City Development Staff's review. No site compliance issues were found.

### **STAFF RECOMMENDATION**

City Development staff recommends approval of this Conditional Use request for a Self-Service Storage Facility, under UDO Use Title "Self-Service Storage Facility", which is a Conditional Use in the B-R, Regional Business District, subject to the conditions in the draft resolution.



# City of Franklin Property Viewer

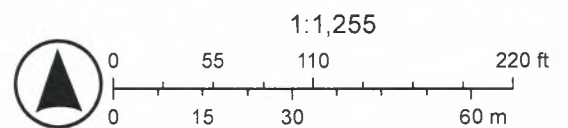


8/12/2026, 9:29:21 AM

-  Parcel
-  Road Right-of-Way

## Zoning

-  B-R - Regional Business
-  PDL - Planned Development Legacy



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

# PROJECT NARRATIVE

**Date:** August 10, 2026

**Owner:** 5100 LLC

**Project:** Self-Storage Units

**Site Address:** 5160 W Ryan Road  
Franklin, WI

---

## Reason for Site Plan Application

The above site is proposing to build a self-storage facility. The buildings would likely be single-story. The facility would include drive aisles and fencing/gated access. Customers would have coded access to the gate. Stormwater management will likely be required at the site. A cross-access drive will replace the existing access drive to Ryan Road.

## Anticipated Hours of Operation

Daily, 8 am – 6 pm

## Anticipated Number of Employees (at any given time)

Two

## Legal Description of Property

Lot 2 of CSM 9263

Tax Key: 882-9002-000

## Conditional Use Responses

1. *Ordinance and Comprehensive Master Plan Purposes and Intent. The proposed use and development will be in harmony with the general and specific purposes for which this UDO was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.*

**The proposed self-storage use on the existing commercial lot would provide a nice buffer between the more heavily commercial lot to the east (gas station) and the south (industrial). The use would provide a quieter transition to the residential properties to the west and north than other more typical commercial uses.**

2. *No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.*

**The proposed self-storage use would replace an existing gravel storage area with a cleaner/quiet use that blends in well with adjacent residential properties, including maintain the landscape buffer along the north.**

3. *Compatibility With Surrounding Development.* The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

**The proposed self-storage would work in conjunction with the commercial property to the east by sharing the access point off of Ryan Road and access to the self-storage would be along the eastern/shared property line. No new access points would be constructed. The neighboring properties to the west and north will be largely unaffected by the change in the site (buffer to the north maintained, new landscaping along the west).**

4. *Adequate Public Facilities.* The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

**The existing access point to Ryan Road would be utilized. Stormwater would maintain it's existing pattern and tie into the system in Ryan Road. Water and sanitary (if needed) is available in Ryan Road.**

5. *Adequate Circulation.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

**All traffic will be via the existing access point on Ryan Road or through cross access on the property to the east and on to South 51<sup>st</sup> Street. Minimal traffic would be added due to the nature of the use.**

6. *No Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. This criterion shall be deemed to have been met with respect to natural features upon approval by the Plan Commission of a Natural Resource Protection Plan for the proposed use.

**The existing property is already largely cleared and being used for storage. No significant features will be harmed.**



S. 51st STREET

S0°24'05"E 374.97'

5112

EXISTING  
BUILDING  
9,829 S.F.

EXISTING PUMP CANOPY  
5,810 S.F.



1

















| Approval                                 | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                             | MEETING DATE<br>9/1/2026                           |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | A Resolution Authorizing Certain Officials to Execute an Assignment, Subordination and Standstill Agreement of the Tax Incremental District No. 10 Development Agreement, between the City of Franklin, LxL Pg Apartments, LLC (Borrower) and CIBC Bank USA (Agent), for the redevelopment project named Poth's General (Project), and to effect such developments, including the terms and provisions of said development agreements. | <b>Ald. District 5<br/>ITEM NUMBER</b><br><br>G.7. |

Departments of City Development, Finance, Engineering, Administration and Legal Services staff will be present at the meeting.

A draft copy of the above entitled Agreement is current at the time of this writing, and is under review by staff, the developer and the funding bank.

A Development Agreement (DA), between the City of Franklin and LxL Pg Apartments, LLC was approved by the Franklin Common Council on January 6, 2026. The Council approved formation of the Tax Incremental District No. 10, required in said DA, on April 8, 2026. The Developer, Land by Label (LxL) is assembling project funding, including financing from CIBC Bank, USA, to construct a multi-use-residential-retail project.

In the event of default, CIBC Bank is requiring assignment of agreed upon revenues in the DA, from the project's TIF increment, upon completion and required occupancy of the project. That assignment is made by execution of an Assignment, Subordination and Standstill Agreement of the DA. This assignment only goes in effect in the occurrence of default by the Developer.

#### **COUNCIL ACTION REQUESTED**

A motion to adopt a Resolution Authorizing Certain Officials to Execute an Assignment, Subordination and Standstill Agreement of the Tax Incremental District No. 10 Development Agreement, between the City of Franklin, LxL Pg Apartments, LLC (Borrower) and CIBC Bank USA (Agent), for the redevelopment project named Poth's General (Project), and to effect such developments, including the terms and provisions of said development agreements.



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX  
DEVELOPMENT AGREEMENT ASSIGNMENT, SUBORDINATION AND STANDSTILL  
AGREEMENT OF THE INCREMENTAL DISTRICT NO. 10 DEVELOPMENT  
AGREEMENT, BETWEEN THE CITY OF FRANKLIN, LXL PG APARTMENTS, LLC  
(BORROWER) AND CIBC BANK USA (AGENT), FOR THE REDEVELOPMENT  
PROJECT NAMED POTH'S GENERAL (PROJECT)

---

WHEREAS, the City has negotiated a Development Agreement with the Borrower regarding financial support for the redevelopment of blighted commercial properties in the southeast corner of South 76<sup>th</sup> Street and West Rawson Avenue into new luxury apartments, amenities and green space as well as new commercial area (Project), and the City having approved municipal involvement to provide for the redevelopment, and opportunities provided for addressing same within a tax incremental development district, as has and is being done by municipalities throughout the State; and

WHEREAS, the City has created Tax Incremental District No. 10 to accomplish same, and Borrower is proposing to construct 304 Luxury Apartments on blighted property it owns in the southeast corner area of South 76<sup>th</sup> Street and West Rawson Avenue; and

WHEREAS, Borrower proposes to demolish obsolete and blighted commercial buildings it owns in the southeast corner area of South 76<sup>th</sup> Street and West Rawson Avenue, and redevelop it into a minimum of 29,000 square feet of commercial buildings; and

WHEREAS, Borrower is securing necessary financing with the Agent in the amount of \$59,500,000.00, and Agent is requiring collateral security for said financing in the form of an Assignment, Subordination and Standstill Agreement of the Development Agreement, which precludes development-suspension-actions in the event of default; and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and maintain existing jobs and create new jobs within the City, for the Tax Incremental District No. 10 and upon the property owned by Borrower therein, and the City finds that the Assignment, Subordination and Standstill Agreement secures required financing for development of the Project and the fulfillment of the terms and conditions of Commercial and Multi Use Development Agreements, will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 10 Assignment, Subordination and Standstill Agreement of the Development Agreement Between the City of Franklin, LXL PG Apartments, LLC, and CIBC Bank USA, in such form and content as annexed hereto, subject to

changes approved by the Director of Administration, the Director of Finance and Treasurer, the Economic Development Director and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 10 Assignment, Subordination and Standstill Agreement of the Development Agreement Between the City of Franklin, LXL PG Apartments, LLC, and CIBC Bank USA.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of each Memorandum of Agreement in a form in substantial conformance with [Exhibit F] of the Tax Incremental District No. 10 Development Agreement Assignment, Subordination and Standstill Agreement Between the City of Franklin, LXL PG Apartments, LLC, and CIBC Bank USA in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

APPROVED:

ATTEST:

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

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

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

## ASSIGNMENT, SUBORDINATION AND STANDSTILL AGREEMENT

This **ASSIGNMENT, SUBORDINATION AND STANDSTILL AGREEMENT** (this "**Agreement**") is made as of September [ ], 2026, by and among **LXL PG APARTMENTS LLC**, a Delaware limited liability company ("**Borrower**"), **CIBC BANK USA**, an Illinois state chartered bank, its successors and assigns ("**Agent**"), for itself and as agent for certain financial institutions that are or become parties to the Loan Agreement from time to time in accordance with the terms thereof, and their respective successors and assigns (collectively, "**Lenders**"), and the **CITY OF FRANKLIN**, a Wisconsin municipal corporation ("**Franklin**").

### **Recitals**

A. Borrower is the owner of certain real estate situated in the County of Milwaukee, State of Wisconsin, legally described on Exhibit A attached hereto and by this reference made a part hereof (the "**Property**").

B. Lenders have agreed to make certain construction loans (collectively, the "**Loans**") to Borrower in the maximum aggregate principal amount of \$59,500,000.00, pursuant to that certain Construction Loan and Security Agreement, dated as of the date hereof, made by and among Borrower, Agent and Lenders (as amended, modified, replaced or restated from time to time, the "**Loan Agreement**"). The Loans are evidenced by those certain promissory notes (the "**Notes**"), executed by Borrower and made payable to the order of each Lender. The Notes are secured by, among other things, a Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "**Mortgage**"), executed by Borrower to and for the benefit of Agent and Lenders, granting a lien on the Property and recorded with the Recorder for the County of Milwaukee, Wisconsin. The Loans, together with any present or future loans or extensions of credit made by the Lenders under the Loan Agreement to the Borrower and all interest, fees and other amounts payable by the Borrower under the Loan Agreement, together with the guaranteed obligations of LxL Funding Company LLC, a Wisconsin limited liability company ("**Guarantor**"), are hereinafter referred to collectively as the "**Senior Loans**." The term "**Senior Loan Documents**" means all documents now or hereafter entered into which evidence, secure and/or govern the Senior Loans, including the Loan Agreement and this Agreement, or any other documents, agreements or instruments entered into by Borrower and/or any guarantors with respect to the Senior Loans, and any amendments, supplements or modifications to any of the same from time to time.

C. Borrower has entered into that certain Tax Increment District No. 10 Development Agreement dated effective as of September [ ], 2026 ("**Development Agreement**"), by and between Borrower and Franklin, which proscribes Tax Increment Financing extended by Franklin to the Borrower, a true, correct and complete copy of which is attached hereto as Exhibit B. Pursuant to the Development Agreement, Franklin will issue a Municipal Special Limited Revenue Obligation to Borrower (the "**Bond**").

D. Pursuant to the Development Agreement, Borrower has entered into that certain public improvements Development Agreement dated effective as of September [ ], 2026 ("**Public Improvements Agreement**," which delineates infrastructure to be installed by Borrower, and collectively with the Development Agreement and the Bond, and any modifications, supplements and/or replacements thereof, the "**Development Documents**"), by and between Borrower and Franklin, a true, correct and complete copy of which is attached hereto as Exhibit C. Collectively, all of Borrower's obligations to Franklin under the Development Documents are referred to as "**Development Obligations**."

E. Franklin will receive a material benefit from Lenders' extension of the Senior Loans to Borrower. The execution and delivery of this Agreement by Franklin is a material inducement for Lenders to extend the Senior Loans to Borrower.

F. As additional security for the Notes, Lenders have also required an assignment of the interest of Borrower in, to and under the Development Documents to Agent for the benefit of Lenders. The parties also wish to clarify their relative rights and priorities with respect to the Senior Loans and the Development Obligations, and wish to agree as to other matters as set forth herein.

## **Agreement**

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. **Assignment.** Borrower hereby transfers, assigns and conveys all of its rights, powers, privileges and interests in, to and under the Development Documents, to Agent for the benefit of Lenders and their respective successors and assigns, fully intending that Agent, and its successors and assigns, shall have the rights and powers and be entitled to the benefits thereunder to the same degree and extent as though the Development Documents had been made between Agent and Franklin. Franklin hereby consents to the foregoing collateral assignment by Borrower of the Development Documents, and Franklin shall instruct Franklin's clerk to effect any changes on the bond registration books necessary for recording the collateral assignment and pledge of the Bond to Agent for the benefit of Lenders. Further, Franklin agrees to make any prepayment under the Bonds directly to Agent, which shall be held as additional cash collateral for the Senior Loans, to be disbursed by Agent to offset the Project's future real estate tax expense, in such amounts and at such times as may be determined by Agent. For the avoidance of doubt, the foregoing assignment is a collateral assignment that may only be exercised by Agent upon an Event of Default (as such capitalized term is defined in the Senior Loan Documents).

2. **Subordination.** The Senior Loans, and any advances made by the Lenders under the Senior Loan Documents or any related instruments or documents and any renewals, amendments, modifications, extensions or refinancings thereof shall unconditionally be and remain at all times ***prior and superior in all respects*** to the Development Obligations, until the payment in full of all obligations of the Borrower and Guarantor under the Senior Loans, whether principal, interest, fees, expenses, or otherwise, and Franklin hereby agrees that the Development Obligations shall be postponed and subordinated in right of payment and enforcement to the prior payment in full of the Senior Loans, except as set forth in Section 3.

3. **Restrictions on Payment to Franklin.** Until such time as the Senior Loans have been indefeasibly repaid in full, no payments shall be made by or on behalf of Borrower or Guarantor, or accepted by Franklin in respect of the Development Obligations, except for cost savings due to Franklin under Article IV(A) of the Development Financing Agreement; provided, however, Franklin hereby agrees that, upon its receipt of a written notice of an Event of Default (as defined in the Loan Agreement) under any of the Senior Loan Documents (a "**Default Notice**"), Franklin will not be entitled to receive any payments from Borrower or Guarantor unless such Default Notice is rescinded by Agent in writing. After Franklin's receipt of a Default Notice, all amounts payable to Borrower or Guarantor under the Development Documents shall be paid as Agent shall direct in writing. If Franklin receives payment of money or other consideration from Borrower or Guarantor (except as permitted by this paragraph), directly or indirectly, prior to the Senior Loans being paid in full, Franklin agrees to hold the same in trust for the benefit of the Agent and Lenders and to surrender the same to Agent to be applied against the Senior Loans in the manner determined by the Agent, using its sole discretion. These restrictions in no way apply to all property taxes which become due and payable and which pursuant to law shall be submitted to Franklin.

4. **No Liens.** At all times prior to the Senior Loans being indefeasibly repaid in full, the Development Obligations shall be unsecured. Under no circumstances shall the Development Obligations be secured by any lien granted by the Borrower or Guarantor. Franklin agrees that it will not, at any time, directly or indirectly contest the validity, perfection or enforceability of any security interest or lien granted by the Borrower in favor of the Agent, for the benefit of Lenders, as security for the Senior Loans. This Section 4. does not apply to any lien imposed upon the failure of payment of property taxes due pursuant to law. This Section 4. also does not apply to any City Purchase Right pursuant to the Development Agreement between the City of Franklin and LXL PG Commercial, LLC Commercial Redevelopment of the Orchard View Shopping Center at 7166 South 76th Street entered into on \_\_\_\_\_, 2026 as part of the development and the property therein which is owned by Borrower.

5. **Standstill.** Franklin agrees not to attempt to enforce or collect the Development Obligations or any rights in respect thereof or take or receive from the Borrower, Guarantor, or any other

guarantor of the Senior Loans, directly or indirectly, in cash or other property or by setoff or in any other manner, whether pursuant to any enforcement, collection, execution, levy, or foreclosure proceeding or otherwise, unless and until the Senior Loans shall have been indefeasibly paid in full. In no event, shall Franklin ever attempt to enforce or collect the Development Obligations or any rights in respect thereof or take or receive from the Borrower or any guarantor of the Senior Loans, directly or indirectly, in cash or other property or by setoff or in any other manner, except as permitted by Section 3. Without limiting the generality of the foregoing, Franklin shall not, until such time, consent to, sign or participate in an involuntary petition to cause the Borrower, Guarantor, or any other guarantor of the Senior Loans to be subject to involuntary bankruptcy proceedings. Franklin also agrees not to contest or challenge any action or motion made by the Agent or any Lender in any judicial proceeding involving the Borrower, Guarantor or any other guarantor of the Senior Loans, including, without limitation, proceedings in bankruptcy. By way of example, and not limitation, Franklin agrees not to contest or object to motions to dismiss a bankruptcy of Borrower or motions for relief from the automatic stay to foreclose on the Mortgage or other security instruments that secure the Senior Loans. This Section 5. does not apply under those facts, circumstances and/or reasons as set forth in the inapplicability statements at the end of Sections 3. and 4. above.

6. **Covenants of Franklin.** Until all Senior Loans have been paid to the Lenders in full, Franklin will not, without the prior written consent of Agent (which consent may be withheld by Agent in its sole discretion): **(a)** create or accept any additional extensions of credit to Borrower or Guarantor, except for the Development Obligations evidenced by the Development Documents; **(b)** transfer or assign the Development Documents (or any portion thereof or interest therein) or any portion of the Development Obligations; **(c)** amend, alter or modify the Development Documents without Agent's prior written consent; or **(d)** accept any payment on account of the Development Documents, except as permitted in Section 3. above.

7. **Covenants of Borrower.** Borrower agrees not to do, or suffer to be done, any of the following acts without the prior written consent of Agent first being had and obtained, to-wit: **(a)** cancel, terminate or surrender the Development Documents; **(b)** waive or forgive any obligation thereunder; **(c)** modify the Development Documents without Agent's prior written consent; **(d)** assign Borrower's interest in the Development Documents or any portion thereof; or **(e)** fail to perform any obligation of Borrower in accordance with the provisions thereof, which failure would constitute a default under the Development Documents and which failure shall continue beyond any applicable cure period provided under the Development Documents. Any of said acts, if done or suffered to be done, without Agent's prior written consent, shall constitute an Event of Default hereunder and with respect to items (a), (b), (c), and (d) shall, at Agent's election, be deemed null and void.

8. **Permitted Actions of Agent and Lenders.** Agent and Lenders may from time to time, in its sole discretion, take any or all of the following actions, without notice to Franklin and without in any way affecting the subordination of the Development Obligations: **(a)** make additional extensions of credit to the Borrower to be included in the Senior Loans; **(b)** accept repayments on the Senior Loans and make additional readvancements thereunder; **(c)** amend, modify, restate, supplement, extend, renew or otherwise revise the Senior Loan Documents; **(d)** take or retain a security interest or lien in any assets or properties of the Borrower to secure any of the Senior Loans; **(e)** take or retain the primary or secondary obligation of any other obligor or obligors with respect to any of the Senior Loans; **(f)** extend or renew for one or more periods (whether or not longer than the original period), rearrange, consolidate, alter, exchange or otherwise modify any of the Senior Loans, or release or compromise any obligation of any nature of any obligor with respect to any of the Senior Loans; and **(g)** release any security interest or lien on, or surrender, release or permit any substitution or exchange for, all or any part of any property or collateral securing any of the Senior Loans, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property or collateral.

9. **Waivers of Franklin.** Franklin waives **(a)** notice from Agent of the existence or creation of any Senior Loans; **(b)** all delays, forbearances or other lack of diligence or promptness, or failure to exercise timeliness, in the commencement and prosecution of judicial or other collection proceedings or efforts or in protection of or realization upon the Senior Loans or any portion thereof or any collateral security therefor; and **(c)** any obligation on the part of the Agent to accelerate the Senior Loans or

foreclose any security interest or lien of the Agent and Lenders on any collateral or otherwise to realize upon collateral security.

10. **Agent's Right to Cure.** In the event of any default by Borrower under the Development Obligations beyond any applicable cure periods, or upon the occurrence of an Event of Default, and during the continuation thereof, Agent shall have the right, upon notice to Borrower and Franklin, and until such default is cured, to cure any default and take any action under the Development Documents to preserve the same. Such action by Agent shall not be deemed an election by Agent as provided in Section 11, hereof. Borrower hereby authorizes Franklin to accept the performance of Agent in such event, without question. Any advances made by Agent or Lenders to cure a default hereunder shall bear interest at the Default Rate (as defined in the Loan Agreement) and shall be secured by the Mortgage and the other Loan Documents.

11. **Agent's Right to Exercise Remedies.** Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right (but not the obligation) to **(a)** receive all amounts payable to Borrower under the Bond and the Development Documents, or **(b)** assume all rights and obligations of Borrower under any Development Document, provided that in no event shall Agent have any obligation or liability to Borrower or Franklin under the Development Documents to the extent such obligation or liability **(i)** arose or accrued prior to the date Agent exercised its rights under this paragraph, or **(ii)** relates to the Commercial Parcels (as such capitalized term is defined in the Development Financing Agreement). Franklin agrees that, if Agent delivers written notice to Franklin that Agent is exercising its rights under this Section 11, **(A)** Franklin will continue at Agent's direction to pay and perform for Agent pursuant to and in accordance with the terms of the Development Documents, and **(B)** Franklin will perform its obligations under the Development Documents for Agent notwithstanding any counterclaim, right of set-off, defense or like right of Franklin against Borrower or Guarantor or Borrower's or Guarantor's default under or breach of the Development Documents, and neither Agent nor Lenders shall be liable for any act or omission of Borrower or Guarantor. In no event shall Agent or Lenders be liable for any payments or other amounts due to Franklin under any of the Development Documents that accrued prior to Agent delivering any notice of its assumption of such Development Document, as provided above. This Section 11. does not apply under those facts, circumstances and/or reasons as set forth in the inapplicability statements at the end of Sections 3., 4. and 5. above.

12. **Transfer or Refinancing of Senior Loans.** Agent and Lenders may, from time to time, without notice to Franklin, assign or transfer any or all of the Senior Loans or any interest therein held by it, and notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Loans shall be and shall remain Senior Loans for purposes of this Agreement, and every immediate and successive assignee or transferee of all or any portion of the Senior Loans, shall be entitled to the benefits and subject to the obligations of this Agreement to the same extent as if it were an original party to this Agreement. In no event shall Franklin be permitted to accelerate the maturity of the Development Obligations or to declare a default solely by virtue of an assignment or transfer of the Senior Loans as permitted by this paragraph.

13. **Limitation on Liability of Agent and Lenders.** Agent and Lenders neither assume nor have any obligations to Franklin to exercise its rights under this Agreement or to declare an Event of Default, but the option to exercise such rights or declare an Event of Default rests in the sole discretion of Agent. Neither Agent nor Lenders shall be obligated to perform or discharge any obligation, duty or liability under the Development Documents by reason of this Agreement, until Agent's election as provided in Section 11.(b) hereof, and neither this Agreement nor Agent's performance hereunder shall release Borrower of any liability under the Development Documents regardless of any action taken (or not taken) by Agent or Lenders. If Agent exercises its rights under the foregoing Agreement, Franklin agrees that neither Agent nor Lenders shall have any personal liability to Franklin under the Development Documents, with Franklin's recourse being limited to Agent's and Lenders' interest in the Property.

14. **Representations and Warranties.**

(a) Borrower hereby represents and warrants to Agent and Lenders that, as of the date of this Agreement, **(i)** Borrower has not executed any prior assignment of the Development Documents, nor has it performed any acts or executed any other instrument which might prevent

Agent from operating under any of the terms and conditions of this Agreement, or which would limit Agent in such operation, (ii) Borrower has not executed or granted any modification whatsoever of the Development Documents, either orally or in writing, (iii) the Development Documents are in full force and effect and constitute a valid and legally enforceable obligation of the parties thereto and, to Borrower's knowledge, there are no defaults now existing thereunder, and (iv) there are no other agreements or understandings between Borrower and Franklin pertaining to the Property except as set forth in the Development Documents.

(b) Franklin represents and warrants to Agent, as follows, as of the date of this Agreement: (i) the execution, delivery and performance by Franklin of this Agreement has been duly authorized by all necessary action; (ii) this Agreement constitutes the legal, valid and binding obligation of Franklin, enforceable against Franklin in accordance with its terms, subject to bankruptcy and insolvency laws and other laws generally affecting the enforceability of creditor's rights generally and subject to limitations on the availability of equitable remedies, (iii) all of the requirements in Article II(A)(1), (2) and (3) of the Development Agreement have all been satisfied [not done yet? need date change for construction start? ...] on or before the date of this Agreement, and (iv) as required by Article XI(P) and (Q) of the Development Agreement, [not done yet? need date change? ...] the development agreement for the Commercial Parcels has been fully entered into and the tax incremental district has been approved by all required governmental entities and created on or before the date of this Agreement.

(c) Agent represents and warrants to Franklin, as follows, as of the date of this Agreement: (i) the execution, delivery and performance by Agent of this Agreement has been duly authorized by all necessary action; (ii) this Agreement constitutes the legal, valid and binding obligation of Agent and Lenders, enforceable against Agent and Lenders in accordance with its terms, subject to bankruptcy and insolvency laws and other laws generally affecting the enforceability of creditor's rights generally and subject to limitations on the availability of equitable remedies.

15. **Notices.** Any notice, demand or other communication required or permitted hereunder shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) sent by overnight express carrier, addressed in each case as follows:

To Agent: CIBC Bank USA  
743 N. Water Street  
Milwaukee, Wisconsin 53202  
Attention: James Roemer, Managing Director

And to: CIBC Bank USA  
70 West Madison Street  
Chicago, Illinois 60602  
Attention: Loan Closing / Loan Operations

With a copy to: Husch Blackwell LLP  
1801 Wewatta St., Suite 1000  
Denver, Colorado 80202  
Attention: Daniel Bray

To Borrower: LXL PG Apartments LLC  
c/o LXL Funding Company LLC  
638 Milwaukee Street  
Delafield, Wisconsin 53018  
Attention: Ian Martin

With copy to: Godfrey & Kahn, S.C.  
833 E. Michigan Street, Suite 1800  
Milwaukee, Wisconsin 53202



Attention: Mark O'Neill

To Franklin:

City of Franklin  
9229 West Loomis Road  
Franklin, Wisconsin 53132  
Attention: Kelly Hersh, Director of Administration

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received **(i)** if personally delivered, then on the date of delivery, **(ii)** if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or **(iii)** if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

16. **Power of Attorney.** Borrower hereby irrevocably appoints Agent as Borrower's attorney-in-fact to exercise any or all of Borrower's rights in, to, and under the Development Documents as provided herein, to give appropriate receipts, releases, and satisfactions on behalf of Borrower in connection with Franklin's performance under the Development Documents, and to do any or all other acts, in Borrower's name or in Agent's own name, that Borrower could do under the Development Documents with the same force and effect as if this Agreement had not been made. This power of attorney is coupled with an interest and cannot be revoked, modified or amended without the written consent of Agent. Notwithstanding the foregoing, Agent agrees that it shall not exercise its rights under this Section 16. unless or until an Event of Default has occurred under the Senior Loan Documents.

17. **Election of Remedies; No Waiver.** No failure on the part of Agent to exercise, and no delay in exercising, any right hereunder shall operate as waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Notwithstanding the foregoing, Franklin specifically acknowledges and agrees that Agent shall have the right to seek all remedies available at law or in equity in the event of Franklin's breach of this Agreement, including, without limitation, specific performance, injunctive relief, and/or mandatory injunction. Franklin hereby consents to the issuance of any injunctive relief and agrees that any bond necessary for such injunction shall be nominal. In the event that Agent brings legal action to enforce the terms of this Agreement, Borrower agrees to pay all of Agent's reasonable attorneys' fees and costs of suit. Also notwithstanding the foregoing, Agent specifically acknowledges and agrees that Franklin shall have the right to seek all remedies available at law or in equity in the event of Agent's breach of this Agreement, including, without limitation, specific performance, injunctive relief, and/or mandatory injunction. Agent hereby consents to the issuance of any injunctive relief and agrees that any bond necessary for such injunction shall be nominal. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

18. **Successors and Assigns.** All the covenants and agreements on the part of Agent, Franklin and Borrower contained herein shall inure to the benefit of and bind their successors and assigns, respectively, including any purchaser at a foreclosure sale of the Property.

19. **Further Assurances.** Franklin will, at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that Agent may reasonably request, in order to protect any right or interest granted or purported to be granted hereby or to enable Agent to exercise and enforce its rights and remedies hereunder. Agent will, at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that Franklin may reasonably request, in order to protect any right or interest granted or purported to be granted hereby or to enable Franklin to exercise and enforce its rights and remedies hereunder.

20. **Amendments, Etc.** No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. To the extent this Agreement confers on Agent any right not otherwise set forth in the Development Documents, Franklin hereby acknowledges the same shall be deemed incorporated into and made a part of the Development Documents. To the extent this Agreement confers on Franklin any right

not otherwise set forth in the Development Documents, Agent and Borrower hereby acknowledge the same shall be deemed incorporated into and made a part of the Development Documents.

21. **Governing Law.** This Agreement is governed as to validity, interpretation, effect and in all other respects by laws and decisions of the State of Wisconsin (without regard to the conflict of laws provisions). The venue for any litigation shall be the Milwaukee County Circuit Court.

22. **Counterparts, Facsimile Signatures.** This Agreement may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

*[Signature page follows]*

***[Signature Page 1 of 3 to Assignment, Subordination and Standstill Agreement]***

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment, Subordination and Standstill Agreement as of the date first set forth above.

**BORROWER:**

**LXL PG APARTMENTS LLC,**  
a Delaware limited liability company

By: LXL PG Apartments Sponsor LLC,  
a Delaware limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Ian B. Martin  
Title: Manager

***[Signature Page 2 of 3 to Assignment, Subordination and Standstill Agreement]***

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment, Subordination and Standstill Agreement as of the date first set forth above.

**AGENT:**

**CIBC BANK USA,**  
an Illinois state chartered bank

By: \_\_\_\_\_  
Name: James Roemer  
Title: Managing Director

***[Signature Page 3 of 3 to Assignment, Subordination and Standstill Agreement]***

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment, Subordination and Standstill Agreement as of the date first set forth above.

**FRANKLIN:**

**CITY OF FRANKLIN,**  
a Wisconsin municipal corporation

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

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

Approved as to form:

By: \_\_\_\_\_  
Christina M. Lucchesi, City Attorney

**EXHIBIT A**  
**to**  
**ASSIGNMENT, SUBORDINATION AND STANDSTILL AGREEMENT**  
**LEGAL DESCRIPTION**

[ ]

For informational purposes only:

Tax Parcel Number: [ ]

Address: [ ]

**EXHIBIT B**  
**to**  
**ASSIGNMENT, SUBORDINATION AND STANDSTILL AGREEMENT**

**DEVELOPMENT FINANCING AGREEMENT AND BOND**

*[See attached pages.]*



**EXHIBIT C**  
**to**  
**ASSIGNMENT, SUBORDINATION AND STANDSTILL AGREEMENT**

**DEVELOPMENT AGREEMENT**

*[See attached pages.]*

|                                              |                                                                                                                 |                                                                |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>APPROVAL</b>                              | <b>REQUEST FOR COUNCIL ACTION</b>                                                                               | <b>MEETING DATE</b><br>9/1/2026                                |
| <b>REPORTS<br/>&amp;<br/>RECOMMENDATIONS</b> | <b>CIVIC CELEBRATIONS COMMISSION FINANCIAL<br/>OPERATIONS, BUDGET ACCOUNTABILITY, AND<br/>INTERNAL CONTROLS</b> | <b>ITEM NUMBER</b><br><i>G.8.</i><br><b>District:</b> Citywide |

### **BACKGROUND**

The Civic Celebrations Commission has a long history of organizing Franklin's Independence Celebration and other civic activities. The purpose of this review is not to diminish the Commission's work or the value of the Independence Celebration. Administration and Finance recommend modernizing the financial and administrative framework under which the Commission operates so its activities are subject to clear budgetary controls, purchasing and contracting procedures, cash controls, and financial accountability.

### **COMMISSION AUTHORITY AND COUNCIL FISCAL RESPONSIBILITY**

Section 10-13(E) of the Franklin Municipal Code provides that the Commission is subject to the authority of the Common Council and that fiscal control over its receipts and expenditures remains with the Common Council. The City's budget requirements likewise limit expenditures and obligations to amounts appropriated or otherwise properly authorized. A separate Civic Celebrations Fund provides accounting control but does not create independent spending authority.

### **2026 FINANCIAL REVIEW**

Reported 2026 Independence Celebration activity reflects approximately \$157,591 in revenues and \$172,939 in expenditures, an operating deficit of approximately \$15,348, subject to final Finance Department reconciliation. Administration and Finance recommend reconciling Council-authorized spending, the adopted Fund 29 budget, amendments or transfers, contracts and commitments, revenues and expenditures, Police and Public Works costs, and ending fund balance.

### **POLICY DEVELOPMENT COMPLETED**

Administration and Finance have prepared two proposed policies for Common Council consideration as part of this item:

- Attachment A - Boards, Commissions, and Committees Financial Controls Policy, establishing Citywide expectations for boards, commissions, and committees with financial activity.
- Attachment B - Civic Celebrations Financial and Administrative Controls Policy, establishing specific procedures for annual budgeting, spending authority, departmental support costs, contracts, purchasing, cash handling, revenues, and event reconciliation.

### **KEY CONTROLS AND 2027 IMPLEMENTATION**

- Establish annual Council-approved spending authority and require additional authority before discretionary obligations exceeding that authority are incurred.
- Identify anticipated Police, Public Works, and other City support costs so Council can evaluate the full municipal cost of the event.
- Process Civic Celebrations contracts through the City's normal administrative, financial, legal, and signature procedures.
- Establish Finance/Treasury procedures for cash handling, deposits, reconciliation, and segregation of duties.
- Provide periodic budget-to-actual information and complete a post-event financial reconciliation.
- Evaluate appropriate collaboration with the Tourism Commission, Engage Franklin, and other partners when legally permissible and operationally beneficial.

**REMAINING ADMINISTRATIVE WORK**

Following policy approval, Administration and Finance will continue the 2026 financial reconciliation; develop a consistent methodology for identifying and budgeting the full annual City cost of the Independence Celebration; implement appropriate cash-handling procedures before the 2027 event; evaluate appropriate Fund 29 balance/reserve practices; and return to Council when additional policy or budget authority is required.

**COUNCIL ACTION REQUESTED**

Motion to approve the Boards, Commissions, and Committees Financial Controls Policy and the Civic Celebrations Financial and Administrative Controls Policy as presented; direct Administration and Finance to implement reasonable procedures consistent with the policies; complete the 2026 Civic Celebrations financial reconciliation; develop a methodology for identifying and budgeting the full annual City cost of the Independence Celebration; evaluate appropriate Civic Celebrations Fund balance/reserve practices and lawful collaboration with the Tourism Commission, Engage Franklin, and other partners; and return to the Common Council with any additional recommendations or approvals required before final 2027 Civic Celebrations spending authority is granted.

# FINANCE DEPARTMENT POLICY/PROCEDURE

**Subject:** Boards, Commissions, and Committees Financial Controls  
**Policy No.:** 151-00-\_\_\_\_  
**Issue Date:** September 2026  
**Source:** Common Council

**Affected Departments:** All City boards, commissions, and committees with financial activity

## PURPOSE

To establish consistent financial accountability for City boards, commissions, and committees that receive, expend, recommend the expenditure of, or otherwise have responsibility for City funds.

This policy supplements existing City financial policies and procedures and is intended to ensure that boards, commissions, and committees operate within the budget and spending authority established by the Common Council.

## POLICY

### 1. Applicability of City Financial Policies

City boards, commissions, and committees are subject to applicable City financial policies and procedures, including policies governing purchasing, procurement, payment authorization, contracts, payroll allocation, cash handling, and other financial activities.

Establishing a separate City fund or account does not exempt a board, commission, or committee from these requirements.

### 2. Budget and Spending Authority

All boards, commissions, and committees shall operate within the budget, appropriation, and spending authority established by the Common Council.

Approval of a program, project, event, or activity does not constitute authority to exceed the amount appropriated or otherwise authorized for that purpose.

The existence of available cash or fund balance does not, by itself, constitute spending authority.

No board, commission, or committee member, officer, or volunteer may obligate City funds beyond available authority.

### 3. Financial Responsibility

The chairperson, designated staff liaison, and Finance Department shall cooperate in monitoring material financial activity.

Finance shall provide reasonable financial information necessary to assist boards and commissions in monitoring their budgets.

# FINANCE DEPARTMENT POLICY/PROCEDURE

When expenditure or commitments indicate that available budget authority may be insufficient, the matter shall be promptly referred to the Director of Finance/Treasurer and Director of Administration.

## **4. Additional Spending Authority**

A board, commission, or committee shall not knowingly exceed its authorized budget or spending authority.

When additional spending authority is necessary, the request shall be made **before the additional obligation is incurred**, unless an emergency or other authority recognized by law or City policy applies.

When Common Council action is required, the request shall identify the additional amount needed, the reason for the expenditure, and the proposed funding source.

The Common Council shall determine whether additional funds will be provided and, when necessary, from what source.

## **5. Purchasing and Contracts**

All purchases and contracts shall comply with applicable City purchasing, procurement, and contracting policies.

No board, commission, committee member, or volunteer may execute a contract or otherwise obligate the City unless expressly authorized to do so.

Contracts requiring City administrative, financial, or legal review shall receive that review before execution.

## **6. Revenues and City Funds**

Revenues collected on behalf of the City are City funds and shall be accounted for through the City's financial system.

Funds shall be handled and deposited according to procedures established by the Director of Finance/Treasurer.

No separate bank, payment, or financial account may be established on behalf of a City board, commission, or committee without City authorization.

## **7. Administration**

The Director of Finance/Treasurer and Director of Administration are authorized to establish reasonable procedures necessary to implement this policy.

Questions concerning financial or spending authority shall be resolved before the City is obligated whenever reasonably practicable.

# FINANCE DEPARTMENT POLICY/PROCEDURE

**Subject:** Civic Celebration Commission Financial and Administrative Controls  
**Policy No.:** 151-00-\_\_\_\_  
**Issue Date:** September 2026  
**Source:** Common Council

**Affected Departments:** Civic Celebrations Commission, Administration, Finance/Treasury, Police Department, Department of Public Works, and other departments supporting Civic Celebrations

## PURPOSE

To establish clear and practical financial and administrative controls for the Civic Celebrations Commission while preserving the Commission's ability to organize and conduct successful community celebrations.

This policy supplements existing City financial policies and establishes additional procedures appropriate to the Commission's event operations, revenue collection, contracts, and use of City departmental resources.

## POLICY

### 1. Fiscal Authority

The Civic Celebrations Commission shall operate within the budget and spending authority established by the Common Council.

Pursuant to §10-13(E) of the Franklin Municipal Code, the Commission is subject to the authority of the Common Council, and fiscal control over its receipts and expenditures remains with the Common Council.

Approval to conduct the Independence Celebration or another event does not constitute unlimited spending authority.

**No Commission member, officer, or volunteer may enter into an agreement, make a purchase, or otherwise obligate City funds beyond available budget and spending authority.**

### 2. Annual Event Budget

Prior to requesting annual spending authority from the Common Council, the Commission shall prepare a proposed event budget identifying reasonably anticipated revenues and expenditures.

Finance and Administration shall review the proposed budget with the Commission before presenting it to the Common Council.

The budget shall include reasonable estimates of known event costs and City support costs so Council can evaluate the event's anticipated financial impact.

All contracts will be presented to the Director of Finance/Treasurer and Director of Administration for approval prior to the event. All contracts are to be signed by the Mayor, City Clerk and Director of Finance/Treasurer.

# FINANCE DEPARTMENT POLICY/PROCEDURE

## 3. Budget Monitoring and Overruns

The Commission Chairperson, Finance and Administration shall monitor expenditures and known commitments against available spending authority.

Finance shall provide periodic budget-to-actual information at reasonable intervals during the event planning cycle.

When it becomes reasonably apparent that available spending authority may be insufficient, the Commission shall notify Finance and Administration before incurring additional discretionary obligations.

If additional spending authority is necessary, the matter shall be submitted to the Common Council.

**An operating deficit does not automatically authorize transfer from the General Fund, another City fund, or another departmental budget. The Common Council shall determine whether additional funding will be provided and the appropriate funding source.**

This is consistent with Franklin's existing fund-balance philosophy that other funds should maintain appropriate balances to avoid creating surprise obligations for the General Fund.

## 4. Police and Public Works Costs

Police Department and Department of Public Works personnel costs attributable to Civic Celebrations shall be accounted for consistently with the City's Payroll Allocations Policy.

The Police Chief and Superintendent of Public Works shall provide reasonable estimates of anticipated event staffing and overtime costs for inclusion in annual event planning and budgeting.

The respective department heads remain responsible for determining operational staffing requirements and managing their personnel and overtime.

When actual or projected Civic Celebrations costs are expected to materially exceed the amount budgeted, the department head shall promptly notify Finance and Administration.

Public safety and essential municipal services shall not be compromised solely to remain within an event cost estimate.

Finance shall account for Civic Celebrations-related Police and DPW payroll and benefit costs consistently so that the Commission, Administration, and Common Council can identify the City's **full cost of conducting the event**.

Franklin's existing Payroll Allocations Policy already expressly identifies Civic Celebrations' use of Police and DPW personnel as an activity for which specific hours, overtime, and related benefits are allocated to the area using the services.



# FINANCE DEPARTMENT POLICY/PROCEDURE

## 5. Contracts

**All contracts and agreements related to Civic Celebrations shall be provided to Administration and Finance for review before execution and shall follow the City's normal contract review and signature procedures.**

City Attorney review shall be obtained when required by existing City procedure or when requested by Administration.

Commission approval of an expenditure does not independently authorize a Commission member or volunteer to execute a contract on behalf of the City.

Contracts shall be maintained with the City's official records for the event.

## 6. Purchasing and Payment

Purchases shall comply with the City's applicable purchasing and procurement policies.

Invoices and reimbursement requests shall include sufficient documentation to establish the purpose and authorization for the expenditure.

Commission approval does not require Finance to process an expenditure that lacks sufficient budget authority or otherwise conflicts with applicable City financial requirements.

Questions concerning an expenditure shall be resolved with Finance and Administration before incurring additional obligations.

## 7. Cash Handling and Deposits

All revenues collected through Civic Celebrations activities are City funds.

The Director of Finance/Treasurer shall establish reasonable cash-handling procedures appropriate to event operations.

At minimum:

- cash collections shall be documented;
- two individuals shall participate in cash counts whenever reasonably practicable;
- transfers of cash custody shall be documented;
- collected funds shall be secured pending transfer or deposit;
- deposits shall be made through Finance/Treasury or by people specifically authorized under Finance procedures;
- no individual should have exclusive responsibility for collection, reconciliation, and deposit of the same funds; and
- Finance/Treasury shall reconcile deposits to available event revenue records.

Commission members and volunteers may collect event revenues as operationally necessary, subject to these controls.

# FINANCE DEPARTMENT POLICY/PROCEDURE

The intent is to maintain reasonable segregation of duties without unnecessarily interfering with event operations.

## **8. Purchases, Advances and Reimbursements**

Personal funds should not routinely be used for City purchases.

Receipts or other appropriate supporting documentation shall be required for reimbursement.

Any petty cash, change fund or cash advance provided for an event shall be issued and reconciled pursuant to procedures established by Finance.

## **9. Donations, Sponsorships and Other Revenue**

Donations, sponsorship proceeds and other event revenues shall be recorded through the City's financial system.

The Commission shall provide Finance with sufficient information to properly identify an account for revenues received.

Any sponsorship or donation that requires the City to undertake a contractual obligation or material condition shall be submitted to Administration for review before acceptance.

## **10. Event Reconciliation**

Following the annual Independence Celebration, Finance and the Commission shall reconcile the event's financial activity.

The reconciliation shall reasonably identify:

- event revenues;
- direct event expenditures;
- Police and Public Works personnel costs;
- material budget-to-actual variances; and
- the resulting Civic Celebrations Fund balance.

Material variances or expenditures exceeding authorized amounts shall be reported to Finance and Administration and, when appropriate, the Common Council.

## **11. Tourism and Community Collaboration**

The Commission is encouraged to coordinate with the Tourism Commission, Engage Franklin, and other appropriate organizations when collaboration may improve event promotion, sponsorships, visitor engagement, or operations.

Use of room tax or other restricted funds shall occur only when the proposed expenditure is legally eligible and appropriately authorized.

Collaboration shall not be used merely to transfer an operating deficit from one fund or entity to another.

# FINANCE DEPARTMENT POLICY/PROCEDURE

## **12. Administration**

The Director of Finance/Treasurer and Director of Administration are authorized to establish reasonable administrative procedures necessary to implement this policy.

The Commission shall comply with applicable Citywide financial policies unless the Common Council has expressly authorized otherwise.

**When uncertainty exists regarding spending authority, contracting authority, or the proper handling of City funds, the matter shall be referred to Finance and Administration before the City is obligated whenever reasonably practicable.**

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|------------------------------|------------------------------------------------|-----------------------------------|
| APPROVAL                     | REQUEST FOR<br>COUNCIL ACTION                  | MEETING DATE<br>September 1, 2026 |
| REPORTS &<br>RECOMMENDATIONS | January-March, 2026 Quarterly Financial Report | ITEM NUMBER<br>G.9.               |

**Background**

The January-March, 2026 Quarterly Financial Report is attached.

The Finance Committee reviewed this report at its August 12, 2026 meeting and recommends its acceptance.

The Director of Finance & Treasurer will be available to answer any questions.

**COUNCIL ACTION REQUESTED**

Receive and place on file.

Finance Dept - DB

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Date: August 12, 2026

To: Mayor Nelson, Common Council and Finance Committee Members

From: Danielle Brown, Director of Finance & Treasurer

Subject: Quarter 1 2026 Financial Report

The City's financial position remains stable throughout the first quarter of 2026. General Fund expenditures continue to trend below budget due primarily to staff vacancies and conservative departmental spending. Revenues generally meet expectations, although public charges for services and intergovernmental revenue are below budget while landfill siting revenues continue to outperform projections.

Capital projects and equipment replacement programs are progressing as discussed although a future budget amendment was needed to provide appropriations for discussed projects. Most Tax Increment Districts (TIDs) remain financially stable; however, slower development activity continues to present long-term challenges. Staff will continue monitoring these districts and provide updates as development activity occurs.

Overall, there are no significant financial concerns requiring committee or council action at this time.

**General Fund**

The General Fund remains in a healthy financial position.

- Revenues are approximately \$1.2M below budget, primarily due to lower-than-anticipated ambulance revenues and slower police fine activity. As the year continues, city staff is establishing a solution for the decreased ambulance revenue with the transition of ambulance billing companies. An uptick in revenue is projected for second quarter.
- These shortfalls are being offset by stronger-than-expected landfill siting revenues and increased investment income.
- Expenditures remain \$1.0 million below budget due primarily to vacant positions within Public Safety and Public Works and conservative departmental spending.
- As a result, the General Fund currently reflects a \$6.8 million operating surplus, which is approximately \$260,000 less than budget.

**Staff Assessment:** Staff will continue monitoring revenues that may fluctuate during the remainder of the year.

### **Debt Service Fund**

The Debt Service Fund remains on schedule and is performing as anticipated. All required principal and interest payments due on March 1 and September 1 were made in accordance with the City's debt repayment schedule.

Property taxes levied for debt service are restricted for the repayment of the City's general obligation debt and cannot be used for other operational purposes. The City continues to maintain sufficient reserves within the Debt Service Fund to ensure timely payment of all debt obligations while providing stability in annual debt levy requirements.

The City actively manages its debt portfolio by monitoring outstanding obligations, scheduled principal repayments, interest costs, and future borrowing needs as part of its long-term financial planning process. Maintaining a healthy Debt Service Fund provides financial flexibility, supports the City's strong credit profile, and ensures infrastructure investments can be financed responsibly.

### **Staff Assessment**

The Debt Service Fund is operating as expected, with all scheduled debt payments completed on time. As the City continues its long-term debt planning, maintaining an adequate Debt Service Fund balance provides an opportunity to strategically smooth future debt service levy requirements. Rather than allowing annual levy fluctuations that can occur as debt is issued or retired, available fund balance can be used judiciously to stabilize the debt service levy over multiple years. This fiscally responsible approach helps reduce significant year-to-year changes in the property tax levy, providing greater predictability for taxpayers while ensuring the City continues to meet its debt obligations and invest in critical infrastructure.

### **Tax Increment District (TID) Financial Overview**

#### **TID No. 5**

##### **Current Status**

The 2026 tax increment of approximately \$2.1 million was collected as anticipated. All required principal and interest payments were made according to the debt schedule.

##### **Financial Position**

- Current Fund Balance: \$490,000
- Outstanding General Obligation Debt: \$22.9 million
- Outstanding Municipal Revenue Obligation (MRO): \$5.0 million
  - MRO #1 \$3.5M – triggered and accrues interest at 5.5% (no pay outs have been made)
  - MRO #2 \$1.5M – set to trigger 5/1/31 and does not accrue interest
- State Personal Property Aid Received: \$103,000 (this is constant)
- Developer Minimum Assessment Guarantee billed: \$475,000
- Payments received towards the shortfall to date: \$0



**Key Considerations**

Development activity within the district has essentially been complete. There are 2 undeveloped parcels with unknown movements. Continued development is necessary to generate sufficient tax increment to support future debt obligations and improve the district's financial position. In addition, a developer's minimum assessment guarantee remains outstanding. If the developer does not satisfy its contractual obligations under the agreement, the city may be required to use other available funding sources to meet the district's debt service obligations. Depending on the amount of available increment and reserves, this could result in additional debt service levy being required to support repayment of the outstanding debt in the future.

**Staff Assessment**

TID 5 continues to meet its current debt obligations; however, its long-term financial success remains dependent upon future development and the collection of developer minimum assessment guarantee payments. Staff will continue monitoring development activity, outstanding guarantee payments, and the district's financial performance to minimize the potential impact on City taxpayers. Should increment generation or guarantee payments be insufficient to meet future debt obligations, the city may need to utilize debt service levy to ensure timely repayment of the outstanding general obligation debt.

---

**TID No. 6****Current Status**

The 2026 tax increment of approximately \$1.2 million was collected and all scheduled debt payments were completed.

**Financial Position**

- Current Fund Balance: (\$260,000)
- Outstanding General Obligation Debt: \$8.0 million
- State Personal Property Aid: \$785 (this is constant)
- Three Developer Minimum Assessment Guarantees billed totaling \$300,000 (all paid)

**Key Considerations**

Development continues at a slower pace than originally anticipated. An additional shortfall payment may be triggered if development milestones are not achieved.

**Staff Assessment**

The district remains financially stable in the short term; however, continued development is essential to improve the district's long-term outlook and support future debt repayment prior to closure.

---

**TID No. 7****Current Status**

The district collected approximately \$521,000 in tax increment during 2026. Debt payments continue to be made as scheduled.

**Financial Position**

- Current Fund Balance: \$6.4 million
- Outstanding General Obligation Debt: \$4.89 million
- Outstanding Municipal Revenue Obligation: \$12.9 million

**Key Considerations**

The repayment of the mortgage loan and sale of Velo Village significantly strengthened the district's financial position. One remaining developable parcel remains available for future development.

**Staff Assessment**

TID 7 remains in a strong financial position and continues to generate sufficient revenues to meet existing debt obligations. However, lack of sufficient increment could jeopardize the city fully supporting its obligation for the \$14.6 MRO.

---

**TID No. 8****Current Status**

The district collected approximately \$1.66 million in tax increment during 2026. All scheduled debt service payments have been completed.

**Financial Position**

- Current Fund Balance: \$875,000
- Outstanding General Obligation Debt: \$3.5 million
- Outstanding Municipal Revenue Obligation: \$1.025 million

**Key Considerations**

Development on the Vanguard property has progressed more slowly than anticipated. A second amendment to the development agreement defers the minimum assessment guarantee requirement until 2030 while increasing the expected assessed value from \$33 million to \$40 million. Additional development discussions continue that could generate future tax increment and support remaining infrastructure projects.

**Staff Assessment**

Although development has been delayed, staff remain optimistic that continued investment within the district will strengthen its financial position and generate additional increment needed to complete planned infrastructure improvements.

---

**TID No. 9****Current Status**

TID 9 was established to support the Carmex Laboratories' development and surrounding growth opportunities. A \$50,000 advance from the General Fund was provided to cover initial formation costs and will be repaid as tax increment becomes available. The district collected approximately \$500,000 in tax increment during 2026. All scheduled debt service payments have been completed.

**Financial Position**

- Current Fund Balance: \$237,000
- Outstanding General Obligation Debt: \$1.88 million
- Outstanding Municipal Revenue Obligation: \$1.5 million

**Key Considerations**

Construction of the Carmex Laboratories facility has been completed and has significantly increased the district's taxable value. The value of Carmex exceeded expectations at \$26.5 million in assessed value.

**Staff Assessment**

TID 9 continues to develop as planned. The completed Carmex project has established a strong tax base that is expected to generate future increment and support repayment of the district's outstanding obligations.

**Non-Major Funds**

The City's Non-Major Funds support specific programs and services that are funded through dedicated revenue sources and are legally or operationally restricted for their intended purposes. Overall, these funds are performing within budget expectations and continue to maintain stable financial positions.

**Library Fund**

The Library Fund is operating within budget and continues to provide library services in accordance with the adopted 2026 budget. Revenues and expenditures are tracking as expected, with no significant budget variances identified at this time.

**Staff Assessment**

The Library Fund remains financially stable and is expected to end the year within the approved budget.

---

**Tourism Fund**

Tourism Room Tax revenues continue to support eligible tourism promotion and tourism-related activities in accordance with State Statutes and City policy. Revenues and expenditures are generally tracking with budget expectations.

**Staff Assessment**

The Tourism Fund remains financially stable. Staff will continue monitoring room tax collections and expenditures throughout the year to ensure compliance with statutory requirements and approved funding allocations.

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**Solid Waste Fund**

The Solid Waste Fund continues to operate as budgeted. Annual user fees were placed on the property tax roll and settled in January. While landfill tipping expenditures are currently exceeding budget, the additional costs are being offset by corresponding tipping revenues, resulting in no significant impact to the overall fund position.

**Staff Assessment**

The Solid Waste Fund remains financially stable, with revenues continuing to offset operating expenditures. Staff will continue monitoring disposal costs and user fee revenues throughout the year.

---

**Landfill Siting Revenues**

Landfill siting revenues continue to exceed budget expectations and remain an important funding source for the City's long-term capital needs. These revenues provide financial flexibility by supporting capital projects and equipment replacement while reducing reliance on property tax levy and debt financing. Strong landfill siting revenues have contributed to positive fund balances within both the Capital Outlay Fund and Equipment Replacement Fund.

**Staff Assessment**

Landfill siting revenues continue to outperform budget projections and have strengthened the City's ability to invest in capital infrastructure and equipment replacement without increasing the burden on taxpayers. Because these revenues can fluctuate from year to year, staff will continue to monitor collections and recommend prudent use of these one-time resources for capital investments rather than ongoing operating expenditures.

**Capital Funds****Capital Outlay Fund**

Projects continue to progress according to the approved Capital Improvement Program.

**Staff Assessment**

Capital projects continue to progress within budget. Remaining projects are expected to continue into the next reporting period. Any additional projects that have been considered have been recently approved by the Common Council.

---

**Equipment Replacement Fund**

The Equipment Replacement Fund continues to operate within budget and is supported by stronger-than-anticipated landfill siting revenues. Departments continue replacing aging equipment according to operational priorities established within the approved replacement funding.

**Staff Assessment**

The City's replacement program continues to reduce maintenance costs and improve fleet reliability while allowing departments the flexibility to prioritize equipment replacements based on operational need.

**Capital Improvement Fund**

The Capital Improvement Fund finances the construction and improvement of major public infrastructure and facilities throughout the City. Projects are funded through a combination of transfers, impact fees, grants, borrowing, and other dedicated funding sources.

The current negative fund balance is temporary and will be corrected through the scheduled transfer from the General Fund and the second-quarter transfer of eligible park impact fees.

#### **Staff Assessment**

The Capital Improvement Fund continues to support the City's long-term infrastructure investment strategy. Current encumbrances reflect planned project activity rather than budget overruns, and the temporary negative fund balance will be resolved through scheduled funding transfers. Staff will continue monitoring project expenditures and available funding to ensure projects remain within approved budgets. Future borrowings are to be expected.

---

#### **Street Improvement Fund**

The Street Improvement Fund supports the annual street rehabilitation and reconstruction program to preserve and improve the City's transportation infrastructure.

Revenues are currently tracking in line with budget expectations. The 2026 Street Improvement Program has been started and will continue through the finalized contract timeline.

#### **Staff Assessment**

The Street Improvement Fund remains financially stable, and the annual street program continues to progress as planned. The carryover of the DPW building improvements into 2026 is a scheduling adjustment and is not expected to have a significant impact on the overall financial position of the fund. Staff will continue monitoring project schedules and expenditures to ensure the City's infrastructure improvement goals are achieved within the approved budget.

#### **Development Fund**

The Development Fund accounts for impact fee collections and other revenues that are restricted for growth-related capital improvements. These funds help ensure that new development contributes toward the infrastructure necessary to support future growth.

Impact fee collections continue to exceed budget expectations due to several significant development projects. To date, expenditures have been minimal, with the primary activity being the transfer of park impact fees to the Capital Improvement Fund for eligible park projects and debt service transfers.

#### **Staff Assessment**

The Development Fund remains in a strong financial position. Continued development activity has generated higher-than-anticipated impact fee revenues, providing additional resources for future growth-related infrastructure while reducing the need for property tax-supported funding.

---

#### **Utility Development Fund**

The Utility Development Fund is used to account for developer-funded utility projects and other utility infrastructure improvements that support future growth and expansion of the City's water and sewer systems.

Development activity continues to generate funding for future utility infrastructure improvements. Revenues and expenditures are generally consistent with anticipated development activity, and funding remains restricted for utility-related capital purposes.

#### **Staff Assessment**

The Utility Development Fund remains financially stable and continues to provide dedicated funding for future utility expansion associated with new development. Staff will continue monitoring development activity and infrastructure needs to ensure available funding is used efficiently.

---

#### **Sanitary Sewer Fund**

The Sanitary Sewer Fund accounts for the operation, maintenance, and capital investment necessary to provide reliable wastewater collection services throughout the City.

Operating revenues continue to support routine system maintenance, regulatory compliance, and planned capital improvements. Expenditures are generally tracking within budget expectations, and the utility continues to maintain adequate reserves for future infrastructure replacement and rehabilitation.

#### **Staff Assessment**

The Sanitary Sewer Fund remains financially sound. Staff will continue monitoring operating costs, capital improvement needs, and reserve levels to ensure the long-term sustainability of the City's wastewater system.

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#### **Self-Insurance Fund**

The Self-Insurance Fund provides funding for the City's self-insured property, liability, and workers' compensation programs.

Revenues are slightly below budget; however, expenditures are approximately . \$100,000 above budget, but the fund currently reflects an estimated \$1.9 million fund balance.

#### **Staff Assessment**

The Self-Insurance Fund remains in a healthy financial position. Lower claims activity has strengthened the fund balance and provides additional financial stability should claims activity increase during the remainder of the year. Staff will continue monitoring claims trends and reserve levels to ensure the fund remains adequately funded.

---

#### **Retiree Health (OPEB) Fund**

The Retiree Health Fund accounts for resources dedicated to providing Other Post-Employment Benefits (OPEB) for eligible retirees.

Benefit payments have remained stable, and current investment performance continues to support the long-term funding strategy. The City's OPEB Trust achieved a funded ratio (net position) of 108% at year-end 2025, eliminating the need for additional employer contributions beyond the minimum required amount. The fund currently maintains an ending balance of approximately \$10.8 million.

**Staff Assessment**

The Retiree Health Fund remains in an excellent financial position. Maintaining a fully funded OPEB trust reduces long-term liabilities, minimizes future budget impacts, and demonstrates the City's commitment to responsible long-term financial planning.



**City of Franklin**  
**Cash & Investments Summary**  
**March 31, 2026**

|                                                | Cash             | American<br>Deposit<br>Management | Local<br>Government<br>Invest Pool | Total             | Prior<br>Month<br>Total |
|------------------------------------------------|------------------|-----------------------------------|------------------------------------|-------------------|-------------------------|
| General Fund                                   | \$ 4,938,644     | \$ 9,267,496                      | \$ 1,097,938                       | \$ 15,304,079     | \$ 17,010,157           |
| Debt Service Funds                             | 16,781           | 656,376                           | -                                  | 673,157           | 672,573                 |
| TIF Districts                                  | (7,862,783)      | 17,875,817                        | -                                  | 10,013,034        | 10,304,120              |
| Nonmajor<br>Governmental Funds                 | 7,903,935        | 19,693,276                        | 2,876,035                          | 30,473,246        | 30,528,278              |
| <b>Total Governmental<br/>Funds</b>            | <b>4,996,577</b> | <b>47,492,965</b>                 | <b>3,973,973</b>                   | <b>56,463,515</b> | <b>58,515,128</b>       |
| Sewer Fund                                     | 624,354          | 2,859,672                         | -                                  | 3,484,026         | 3,569,456               |
| Water Utility                                  | (19,393)         | 2,475,020                         | -                                  | 2,455,627         | 2,620,945               |
| Self Insurance Fund                            | 35,464           | 2,014,994                         | -                                  | 2,050,458         | 2,068,997               |
| Other Designated Funds                         | 8,175            | -                                 | -                                  | 8,175             | 8,175                   |
| <b>Total Other Funds</b>                       | <b>648,600</b>   | <b>7,349,685</b>                  | <b>-</b>                           | <b>7,998,285</b>  | <b>8,267,573</b>        |
| <b>Total Pooled<br/>Cash &amp; Investments</b> | <b>5,645,177</b> | <b>54,842,650</b>                 | <b>3,973,973</b>                   | <b>64,461,800</b> | <b>66,782,701</b>       |
| Property Tax Fund                              | (111,903)        | 17,732,282                        | -                                  | 17,620,379        | 97,371,606              |
| <b>Total Trust Funds</b>                       | <b>(111,903)</b> | <b>17,732,282</b>                 | <b>-</b>                           | <b>17,620,379</b> | <b>97,371,606</b>       |
| <b>Grand Total<br/>Cash &amp; Investments</b>  | <b>5,533,274</b> | <b>72,574,932</b>                 | <b>3,973,973</b>                   | <b>82,082,179</b> | <b>164,154,307</b>      |
| <b>Average Floating Rate of Return</b>         |                  | 3.51%                             | 3.69%                              |                   |                         |
| <b>Maturities:</b>                             |                  |                                   |                                    |                   |                         |
| Demand                                         | 5,533,274        | 72,574,932                        | 3,973,973                          | 82,082,179        | 117,028,587             |
| Fixed Income & Equities                        |                  |                                   |                                    |                   |                         |
| No maturities scheduled                        | -                | -                                 | -                                  | -                 | -                       |
|                                                | <b>5,533,274</b> | <b>72,574,932</b>                 | <b>3,973,973</b>                   | <b>82,082,179</b> | <b>117,028,587</b>      |

**City of Franklin**  
**General Fund**  
**Comparative Statement of Revenue, Expenses and Fund Balance**  
**For the 3 months ended March 31, 2026**

| <b>Revenue</b>                                 | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>Var to Budget<br/>Surplus<br/>(Deficiency)</b> |
|------------------------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|---------------------------------------------------|
| Property Taxes                                 | \$ 21,405,286                       | \$ 21,405,286                      | \$ 13,768,573                           | \$ 13,043,242                           | \$ (725,331)                                      |
| Other Taxes                                    | 519,460                             | 519,460                            | 90,916                                  | 124,452                                 | 33,536                                            |
| Intergovernmental Revenue                      | 3,173,942                           | 3,173,942                          | 321,519                                 | 159,090                                 | (162,429)                                         |
| Licenses & Permits                             | 1,183,750                           | 1,183,750                          | 242,440                                 | 255,596                                 | 13,156                                            |
| Law and Ordinance Violations                   | 530,000                             | 530,000                            | 164,922                                 | 123,595                                 | (41,327)                                          |
| Public Charges for Services                    | 3,427,650                           | 3,427,650                          | 725,375                                 | 173,637                                 | (551,738)                                         |
| Intergovernmental Charges                      | 606,000                             | 606,000                            | 97,442                                  | 152,466                                 | 55,024                                            |
| Investment Income                              | 535,744                             | 535,744                            | 110,108                                 | 192,638                                 | 82,530                                            |
| Sale of Capital Assets                         | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Miscellaneous Revenue                          | 146,000                             | 146,000                            | 28,431                                  | 40,345                                  | 11,914                                            |
| Transfers from Other Funds                     | 950,000                             | 950,000                            | 240,972                                 | 237,510                                 | (3,462)                                           |
| <b>Total Revenue</b>                           | <b>\$ 32,477,832</b>                | <b>\$ 32,477,832</b>               | <b>\$ 15,790,698</b>                    | <b>\$ 14,502,571</b><br>91 84%          | <b>\$ (1,288,127)</b>                             |
| <b>Expenditures</b>                            | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>Var to Budget<br/>Surplus<br/>(Deficiency)</b> |
| General Government                             | \$ 3,964,315                        | \$ 4,067,337                       | \$ 1,284,528                            | \$ 1,173,930                            | \$ (110,598)                                      |
| Public Safety                                  | 21,363,952                          | 21,539,075                         | 5,734,670                               | 5,364,635                               | (370,035)                                         |
| Public Works                                   | 4,268,038                           | 4,335,806                          | 1,035,702                               | 1,020,467                               | (15,235)                                          |
| Health & Human Services                        | 889,579                             | 889,579                            | 225,772                                 | 182,401                                 | (43,371)                                          |
| Culture & Recreation                           | 450,075                             | 452,208                            | 103,269                                 | 35,948                                  | (67,321)                                          |
| Conservation and Development                   | 740,265                             | 742,349                            | 185,217                                 | 165,087                                 | (20,130)                                          |
| Contingency & Unclassified                     | 3,079,608                           | 3,054,608                          | 141,040                                 | 249                                     | (140,791)                                         |
| Anticipated Underexpenditures                  | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Transfers to Other Funds                       | 222,000                             | 222,000                            | 15,500                                  | -                                       | (15,500)                                          |
| Encumbrances                                   | -                                   | -                                  | -                                       | (241,589)                               | (241,589)                                         |
| <b>Total Expenditures</b>                      | <b>\$ 34,977,832</b>                | <b>\$ 35,302,962</b>               | <b>\$ 8,725,698</b>                     | <b>\$ 7,701,128</b><br>88 26%           | <b>\$ (1,024,570)</b>                             |
| Excess of revenue over<br>(under) expenditures | (2,500,000)                         | (2,825,130)                        | <u>7,065,000</u>                        | 6,801,443                               | <u>\$ (263,557)</u>                               |
| Fund Balance, beginning of year                | <u>15,321,681</u>                   | <u>15,321,681</u>                  |                                         | <u>15,321,681</u>                       |                                                   |
| Fund Balance, end of period                    | <u>\$ 12,821,681</u>                | <u>\$ 12,496,551</u>               |                                         | <u>\$ 22,123,124</u>                    |                                                   |

**City of Franklin  
General Fund  
Comparative Statement of Revenue  
For the 3 months ended March 31, 2026**

| <b>Revenue</b>                           | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>Var to Budget<br/>Surplus<br/>(Deficiency)</b> |
|------------------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|---------------------------------------------------|
| <b>Property Taxes</b>                    | <b>\$ 21,405,286</b>                | <b>\$ 21,405,286</b>               | <b>\$ 13,768,573</b>                    | <b>\$ 13,043,242</b>                    | <b>\$ (725,331)</b>                               |
| <b>Other Taxes:</b>                      |                                     |                                    |                                         |                                         |                                                   |
| Cable television franchise fees          | 320,000                             | 320,000                            | 62,359                                  | 73,381                                  | 11,022                                            |
| Mobile Home                              | 20,000                              | 20,000                             | 5,000                                   | 11,502                                  | 6,502                                             |
| Room tax                                 | 179,460                             | 179,460                            | 23,557                                  | 39,569                                  | 16,012                                            |
| <b>Total Other taxes</b>                 | <b>519,460</b>                      | <b>519,460</b>                     | <b>90,916</b>                           | <b>124,452</b>                          | <b>33,536</b>                                     |
| <b>Intergovernmental Revenue:</b>        |                                     |                                    |                                         |                                         |                                                   |
| State shared revenue-per capita          | 1,366,300                           | 1,366,300                          | -                                       | -                                       | -                                                 |
| Expenditure restraint revenue            | -                                   | -                                  | -                                       | -                                       | -                                                 |
| State computer aid                       | 350,800                             | 350,800                            | -                                       | -                                       | -                                                 |
| State transportation aids                | 635,000                             | 635,000                            | 219,762                                 | 159,090                                 | (60,672)                                          |
| Fire insurance tax                       | 275,000                             | 275,000                            | 484                                     | -                                       | (484)                                             |
| Other grants & aid                       | 546,842                             | 546,842                            | 101,273                                 | -                                       | (101,273)                                         |
| <b>Total Intergovernmental Revenue</b>   | <b>3,173,942</b>                    | <b>3,173,942</b>                   | <b>321,519</b>                          | <b>159,090</b>                          | <b>(162,429)</b>                                  |
| <b>Licenses &amp; Permits:</b>           |                                     |                                    |                                         |                                         |                                                   |
| Licenses                                 | 206,650                             | 206,650                            | 15,412                                  | 19,325                                  | 3,913                                             |
| Permits                                  | 977,100                             | 977,100                            | 227,028                                 | 236,271                                 | 9,243                                             |
|                                          | <b>1,183,750</b>                    | <b>1,183,750</b>                   | <b>242,440</b>                          | <b>255,596</b>                          | <b>13,156</b>                                     |
| <b>Law &amp; Ordinance Violations:</b>   |                                     |                                    |                                         |                                         |                                                   |
| Fines, Forfeitures & Penalties           | 530,000                             | 530,000                            | 164,922                                 | 123,595                                 | (41,327)                                          |
| <b>Public Charges for Services:</b>      |                                     |                                    |                                         |                                         |                                                   |
| Planning Related Fees                    | 163,000                             | 163,000                            | 34,809                                  | 32,538                                  | (2,271)                                           |
| Planning Consulting Fees                 | 8,000                               | 8,000                              | 2,000                                   | 1,676                                   | (324)                                             |
| General Government                       | 13,950                              | 13,950                             | 3,074                                   | 5,732                                   | 2,658                                             |
| Architectural Board Review               | 5,000                               | 5,000                              | 1,459                                   | -                                       | (1,459)                                           |
| Police & Related                         | 28,200                              | 28,200                             | 2,138                                   | 808                                     | (1,330)                                           |
| Ambulance Services - ALS                 | 1,980,000                           | 1,980,000                          | 406,459                                 | (171,355)                               | (577,814)                                         |
| Ambulance Services - BLS                 | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Fire Safety Training                     | 6,000                               | 6,000                              | 666                                     | 3,818                                   | 3,152                                             |
| Fire Sprinkler Plan Review               | 5,000                               | 5,000                              | 1,298                                   | 1,300                                   | 2                                                 |
| Fire Inspections                         | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Quarry Reimbursement                     | 55,000                              | 55,000                             | 5,075                                   | 2,150                                   | (2,925)                                           |
| Weed Cutting                             | 4,000                               | 4,000                              | -                                       | -                                       | -                                                 |
| Engineering Fees                         | 380,000                             | 380,000                            | 78,537                                  | 130,066                                 | 51,529                                            |
| Public Works Fees                        | 55,000                              | 55,000                             | 8,751                                   | 7,023                                   | (1,728)                                           |
| Investment Mgmt Fees                     | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Weights & Measures                       | 5,000                               | 5,000                              | 518                                     | 420                                     | (98)                                              |
| Landfill Operations - Siting             | 549,000                             | 549,000                            | 137,250                                 | 80,950                                  | (56,300)                                          |
| Landfill Operations - Emerald Park       | 90,000                              | 90,000                             | 21,666                                  | 75,616                                  | 53,950                                            |
| Health Department                        | 80,500                              | 80,500                             | 21,675                                  | 2,895                                   | (18,780)                                          |
| <b>Total Public Charges for Services</b> | <b>\$ 3,427,650</b>                 | <b>\$ 3,427,650</b>                | <b>\$ 725,375</b>                       | <b>\$ 173,637</b>                       | <b>\$ (551,738)</b>                               |

**City of Franklin  
General Fund  
Comparative Statement of Revenue  
For the 3 months ended March 31, 2026**

| <b>Revenue</b>                          | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>Var to Budget<br/>Surplus<br/>(Deficiency)</b> |
|-----------------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|---------------------------------------------------|
| <b>Intergovernmental Charges:</b>       |                                     |                                    |                                         |                                         |                                                   |
| Milwaukee County - Paramedics           | \$ 405,000                          | \$ 405,000                         | \$ 97,442                               | \$ 51,105                               | \$ (46,337)                                       |
| School Liaison Officer                  | 201,000                             | 201,000                            | -                                       | 101,361                                 | 101,361                                           |
| Fire Inspection Services                | -                                   | -                                  | -                                       | -                                       | -                                                 |
| <b>Total Intergovernmental Charges</b>  | <b>606,000</b>                      | <b>606,000</b>                     | <b>97,442</b>                           | <b>152,466</b>                          | <b>55,024</b>                                     |
| <b>Investment Income:</b>               |                                     |                                    |                                         |                                         |                                                   |
| Interest on Investments                 | 400,000                             | 400,000                            | 76,172                                  | 62,145                                  | (14,027)                                          |
| Market Value Change on Investments      | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Interest - Tax Roll                     | 130,000                             | 130,000                            | 32,500                                  | 128,777                                 | 96,277                                            |
| Other Interest                          | 5,744                               | 5,744                              | 1,436                                   | 1,716                                   | 280                                               |
| <b>Total Investment Income</b>          | <b>535,744</b>                      | <b>535,744</b>                     | <b>110,108</b>                          | <b>192,638</b>                          | <b>82,530</b>                                     |
| <b>Sale of Capital Assets</b>           | <b>-</b>                            | <b>-</b>                           | <b>-</b>                                | <b>-</b>                                | <b>-</b>                                          |
| <b>Miscellaneous Revenue:</b>           |                                     |                                    |                                         |                                         |                                                   |
| Rental of Property                      | 95,000                              | 95,000                             | 22,034                                  | 25,986                                  | 3,952                                             |
| Refunds/Reimbursements                  | 20,000                              | 20,000                             | 6,109                                   | 2,283                                   | (3,826)                                           |
| Insurance Dividend                      | 30,000                              | 30,000                             | -                                       | -                                       | -                                                 |
| Rebates                                 | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Donations                               | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Other Revenue                           | 1,000                               | 1,000                              | 288                                     | 12,076                                  | 11,788                                            |
| <b>Total Miscellaneous Revenue</b>      | <b>146,000</b>                      | <b>146,000</b>                     | <b>28,431</b>                           | <b>40,345</b>                           | <b>11,914</b>                                     |
| <b>Transfer from Other Funds:</b>       |                                     |                                    |                                         |                                         |                                                   |
| Water Utility-Tax Equivalent            | 950,000                             | 950,000                            | 240,972                                 | 237,510                                 | (3,462)                                           |
| Capital Improvement Fund                | -                                   | -                                  | -                                       | -                                       | -                                                 |
| <b>Total Transfers from Other Funds</b> | <b>950,000</b>                      | <b>950,000</b>                     | <b>240,972</b>                          | <b>237,510</b>                          | <b>(3,462)</b>                                    |
| <b>Total Revenue</b>                    | <b>\$ 32,477,832</b>                | <b>\$ 32,477,832</b>               | <b>\$ 15,790,698</b>                    | <b>\$ 14,502,571</b>                    | <b>\$ (1,288,127)</b>                             |
|                                         |                                     |                                    |                                         | 91.84%                                  |                                                   |

**City of Franklin  
General Fund  
Comparative Statement of Expenditures  
For the 3 months ended March 31, 2026**

| <b>Expenditures</b>                  | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>Var to Budget<br/>Surplus<br/>(Deficiency)</b> |
|--------------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|---------------------------------------------------|
| <b>General Government:</b>           |                                     |                                    |                                         |                                         |                                                   |
| Mayor & Aldermen - Labor             | \$ 67,249                           | \$ 67,249                          | \$ 16,812                               | \$ 16,811                               | \$ 1                                              |
| Mayor & Aldermen - Non-Personnel     | 52,875                              | 52,875                             | 23,252                                  | 11,261                                  | 11,991                                            |
| Municipal Court - Labor              | 218,317                             | 218,317                            | 58,778                                  | 53,499                                  | 5,279                                             |
| Municipal Court - Non-Personnel      | 26,475                              | 26,475                             | 20,918                                  | 14,725                                  | 6,193                                             |
| City Clerk Labor                     | 443,169                             | 443,169                            | 119,561                                 | 107,700                                 | 11,861                                            |
| City Clerk - Non-Personnel           | 21,300                              | 25,800                             | 3,967                                   | 4,436                                   | (469)                                             |
| Elections - Labor                    | 83,913                              | 83,913                             | 27,761                                  | 6,598                                   | 21,163                                            |
| Elections - Non-Personnel            | 28,135                              | 28,135                             | 3,317                                   | 2,154                                   | 1,163                                             |
| Information Services - Labor         | 133,833                             | 133,833                            | 39,332                                  | 27,535                                  | 11,797                                            |
| Information Services - Non-Personnel | 707,221                             | 735,643                            | 235,408                                 | 294,267                                 | E (58,859)                                        |
| Administration - Labor               | 330,995                             | 330,995                            | 90,386                                  | 55,065                                  | 35,321                                            |
| Administration - Non-Personnel       | 150,100                             | 202,575                            | 30,905                                  | 79,373                                  | E (48,468)                                        |
| Finance - Labor                      | 455,566                             | 455,566                            | 125,825                                 | 92,871                                  | 32,954                                            |
| Finance - Non-Personnel              | 138,805                             | 144,080                            | 50,087                                  | 45,108                                  | 4,979                                             |
| Independent Audit                    | 90,000                              | 102,350                            | 13,293                                  | -                                       | 13,293                                            |
| Assessor - Non-Personnel             | 183,000                             | 183,000                            | 48,900                                  | 47,894                                  | 1,006                                             |
| Legal Services - Labor               | 178,094                             | 178,094                            | 44,523                                  | -                                       | 44,523                                            |
| Legal Services - Non-Personnel       | 237,700                             | 237,700                            | 53,205                                  | 58,717                                  | (5,512)                                           |
| Municipal Buildings - Labor          | 120,138                             | 120,138                            | 35,109                                  | 24,230                                  | 10,879                                            |
| Municipal Buildings - Non-Personnel  | 143,930                             | 143,930                            | 33,944                                  | 39,594                                  | (5,650)                                           |
| Property/Liability Insurance         | 153,500                             | 153,500                            | 209,245                                 | 192,092                                 | 17,153                                            |
| <b>Total General Government</b>      | <b>3,964,315</b>                    | <b>4,067,337</b>                   | <b>1,284,528</b>                        | <b>1,173,930</b>                        | <b>110,598</b>                                    |
| <b>Public Safety:</b>                |                                     |                                    |                                         |                                         |                                                   |
| Police Department - Labor            | 10,224,830                          | 10,224,830                         | 2,755,186                               | 2,435,792                               | 319,394                                           |
| Police Department - Non-Personnel    | 1,208,485                           | 1,379,356                          | 330,410                                 | 460,016                                 | E (129,606)                                       |
| Pandemic Emergency - Labor           | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Fire Department - Labor              | 7,975,747                           | 7,975,747                          | 2,147,040                               | 2,034,175                               | 112,865                                           |
| Fire Department - Non-Personnel      | 739,380                             | 743,632                            | 184,261                                 | 155,453                                 | 28,808                                            |
| Public Fire Protection               | 280,000                             | 280,000                            | 70,000                                  | 69,992                                  | 8                                                 |
| Inspection Services - Labor          | 892,560                             | 892,560                            | 238,447                                 | 204,918                                 | 33,529                                            |
| Inspection Services - Non-Personnel  | 36,150                              | 36,150                             | 9,326                                   | 4,289                                   | 5,037                                             |
| Weights and Measures                 | 6,800                               | 6,800                              | -                                       | -                                       | -                                                 |
| <b>Total Public Safety</b>           | <b>21,363,952</b>                   | <b>21,539,075</b>                  | <b>5,734,670</b>                        | <b>5,364,635</b>                        | <b>370,035</b>                                    |
| <b>Public Works:</b>                 |                                     |                                    |                                         |                                         |                                                   |
| Engineering - Labor                  | 47,815                              | 47,815                             | 17,277                                  | 10,886                                  | 6,391                                             |
| Engineering - Non-Personnel          | 645,420                             | 645,420                            | 160,779                                 | 157,079                                 | E 3,700                                           |
| Highway - Labor                      | 1,764,783                           | 1,764,783                          | 475,568                                 | 498,487                                 | (22,919)                                          |
| Highway - Non-Personnel              | 1,383,470                           | 1,451,238                          | 296,364                                 | 261,169                                 | E 35,195                                          |
| Street Lighting                      | 422,400                             | 422,400                            | 85,714                                  | 92,819                                  | (7,105)                                           |
| Weed Control                         | 4,150                               | 4,150                              | -                                       | 27                                      | (27)                                              |
| <b>Total Public Works</b>            | <b>\$ 4,268,038</b>                 | <b>\$ 4,335,806</b>                | <b>\$ 1,035,702</b>                     | <b>\$ 1,020,467</b>                     | <b>\$ 15,235</b>                                  |

**City of Franklin**  
**General Fund**  
**Comparative Statement of Expenditures**  
**For the 3 months ended March 31, 2026**

| <b>Expenditures</b>                         | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>Var to Budget<br/>Surplus<br/>(Deficiency)</b> |
|---------------------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|---------------------------------------------------|
| <b>Health &amp; Human Services:</b>         |                                     |                                    |                                         |                                         |                                                   |
| Public Health - Labor                       | \$ 785,634                          | \$ 785,634                         | \$ 208,830                              | \$ 172,075                              | \$ 36,755                                         |
| Public Health - Non-Personnel               | 64,460                              | 64,460                             | 5,808                                   | 4,015                                   | 1,793                                             |
| Animal Control                              | 39,485                              | 39,485                             | 11,134                                  | 6,311                                   | 4,823                                             |
| <b>Total Health &amp; Human Services</b>    | <b>889,579</b>                      | <b>889,579</b>                     | <b>225,772</b>                          | <b>182,401</b>                          | <b>43,371</b>                                     |
| <b>Culture &amp; Recreation:</b>            |                                     |                                    |                                         |                                         |                                                   |
| Senior Travel & Activities                  | 34,000                              | 36,133                             | 2,495                                   | 2,776                                   | (281)                                             |
| Parks - Labor                               | 315,475                             | 315,475                            | 84,936                                  | 17,593                                  | 67,343                                            |
| Parks - Non-Personnel                       | 100,600                             | 100,600                            | 15,838                                  | 15,579                                  | 259                                               |
| <b>Total Culture &amp; Recreation</b>       | <b>450,075</b>                      | <b>452,208</b>                     | <b>103,269</b>                          | <b>35,948</b>                           | <b>67,321</b>                                     |
| <b>Conservation &amp; Development:</b>      |                                     |                                    |                                         |                                         |                                                   |
| Planning - Labor                            | 525,512                             | 525,512                            | 141,484                                 | 121,424                                 | 20,060                                            |
| Planning - Non-Personnel                    | 78,810                              | 80,894                             | 9,753                                   | 11,580                                  | (1,827)                                           |
| Economic Dev - Labor                        | 87,903                              | 87,903                             | 24,815                                  | 19,919                                  | 4,896                                             |
| Economic Dev - Non-Personnel                | 48,040                              | 48,040                             | 9,165                                   | 12,164                                  | (2,999)                                           |
| <b>Total Conservation &amp; Development</b> | <b>740,265</b>                      | <b>742,349</b>                     | <b>185,217</b>                          | <b>165,087</b>                          | <b>20,130</b>                                     |
| <b>Contingency &amp; Unclassified:</b>      |                                     |                                    |                                         |                                         |                                                   |
| Restricted - other                          | 2,200,000                           | 2,200,000                          | (75,000)                                | -                                       | (75,000)                                          |
| Severance Payments                          | 40,000                              | 40,000                             | 10,000                                  | -                                       | 10,000                                            |
| Unrestricted                                | 819,608                             | 794,608                            | 204,902                                 | -                                       | 204,902                                           |
| Unclassified                                | 20,000                              | 20,000                             | 1,138                                   | 249                                     | 889                                               |
| <b>Total Contingency &amp; Unclassified</b> | <b>3,079,608</b>                    | <b>3,054,608</b>                   | <b>141,040</b>                          | <b>249</b>                              | <b>140,791</b>                                    |
| <b>Anticipated Underexpenditures</b>        | <b>-</b>                            | <b>-</b>                           | <b>-</b>                                | <b>-</b>                                | <b>-</b>                                          |
| <b>Transfers to Other Funds:</b>            |                                     |                                    |                                         |                                         |                                                   |
| Capital Improvement Fund                    | -                                   | -                                  | -                                       | -                                       | -                                                 |
| Other Funds                                 | 222,000                             | 222,000                            | 15,500                                  | -                                       | 15,500                                            |
| <b>Total Transfers to Other Funds</b>       | <b>222,000</b>                      | <b>222,000</b>                     | <b>15,500</b>                           | <b>-</b>                                | <b>15,500</b>                                     |
| <b>Total Expenditures</b>                   | <b>\$ 34,977,832</b>                | <b>\$ 35,302,962</b>               | <b>\$ 8,725,698</b>                     | <b>\$ 7,942,717</b>                     | <b>\$ 782,981</b>                                 |
| <b>Less Encumbrances</b>                    |                                     |                                    |                                         | <b>(241,589)</b>                        |                                                   |
| <b>Net Expenditures</b>                     |                                     |                                    |                                         | <b>\$ 7,701,128</b>                     |                                                   |
| % of YTD Budget                             |                                     |                                    |                                         | <b>88.26%</b>                           |                                                   |

City of Franklin  
General Fund  
Balance Sheet

**ASSETS**

Cash & Investments  
Accounts & Taxes & Interest Receivable  
Due from Other Funds & Advances  
Due from Other Governments  
Advances to Other Funds & Payroll Advances  
Prepaid Expenditures & Inventories  
Lease Receivable

**Total Assets**

|    | 3/31/2026            | 3/31/2025            |
|----|----------------------|----------------------|
| \$ | 15,304,079           | \$ 20,795,305        |
|    | 15,966,642           | 8,537,500            |
|    | 1,723,359            | 1,742,459            |
|    | 292,509              | 174,420              |
|    | 50,000               | 50,000               |
|    | 81,748               | 53,334               |
|    | 1,452,947            | 1,452,947            |
|    | <u>\$ 34,871,284</u> | <u>\$ 32,805,965</u> |

**LIABILITIES**

Accounts Payable  
Accrued Liabilities  
Due to Other Funds & Governments  
Special Deposits  
Unearned Revenue & Unclassified  
**Total Liabilities**

|    |                   |                  |
|----|-------------------|------------------|
| \$ | 135,932           | \$ (68,851)      |
|    | 813,917           | 646,598          |
|    | 144,070           | 137,680          |
|    | 201,232           | (3,578)          |
|    | 11,453,009        | 8,709,234        |
|    | <u>12,748,160</u> | <u>9,421,083</u> |

**FUND BALANCES**

Nonspendable - Inventories, Prepaids, Advances, Assigned  
Unassigned

**Total Fund Balances**

**Total Liabilities & Fund Balances**

|    |                   |                      |
|----|-------------------|----------------------|
|    | 15,039,241        | 15,039,241           |
|    | -                 | -                    |
|    | <u>22,123,124</u> | <u>23,384,882</u>    |
| \$ | <u>34,871,284</u> | <u>\$ 32,805,965</u> |



City of Franklin  
Debt Service Funds  
Balance Sheet  
March 31, 2026 and 2025

|                                     | 2026<br>Special<br>Assessment | 2026<br>Debt<br>Service | 2026<br>Total     | 2025<br>Special<br>Assessment | 2025<br>Debt<br>Service | 2025<br>Total     |
|-------------------------------------|-------------------------------|-------------------------|-------------------|-------------------------------|-------------------------|-------------------|
| <b>Assets</b>                       |                               |                         |                   |                               |                         |                   |
| Cash and investments                | \$ 230,198                    | \$ 442,958              | \$ 673,156        | \$ 220,249                    | \$ 296,522              | \$ 516,771        |
| Taxes receivable                    | -                             | -                       | -                 | -                             | -                       | -                 |
| Accounts receivable                 | 3,636                         | -                       | 3,636             | 4,934                         | -                       | 4,934             |
| Total Assets                        | <u>\$ 233,834</u>             | <u>\$ 442,958</u>       | <u>\$ 676,792</u> | <u>\$ 225,183</u>             | <u>\$ 296,522</u>       | <u>\$ 521,705</u> |
| <b>Liabilities and Fund Balance</b> |                               |                         |                   |                               |                         |                   |
| Unearned & unavailable revenue      | \$ 3,636                      | \$ -                    | \$ 3,636          | \$ 4,934                      | \$ -                    | \$ 4,934          |
| Unassigned fund balance             | 230,198                       | 442,958                 | 673,156           | 220,249                       | 296,522                 | 516,771           |
| Total Liabilities and Fund Balance  | <u>\$ 233,834</u>             | <u>\$ 442,958</u>       | <u>\$ 676,792</u> | <u>\$ 225,183</u>             | <u>\$ 296,522</u>       | <u>\$ 521,705</u> |

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                 | 2026<br>Special<br>Assessment | 2026<br>Debt<br>Service | 2026<br>Year-to-Date<br>Actual | 2026<br>Original<br>Budget | 51<br>2025<br>Special<br>Assessment | 31<br>2025<br>Debt<br>Service | 2025<br>Year-to-Date<br>Actual |
|---------------------------------|-------------------------------|-------------------------|--------------------------------|----------------------------|-------------------------------------|-------------------------------|--------------------------------|
| <b>Revenue:</b>                 |                               |                         |                                |                            |                                     |                               |                                |
| Property Taxes                  | \$ -                          | \$ 1,140,000            | \$ 1,140,000                   | \$ 1,140,000               | \$ -                                | \$ 1,140,000                  | \$ 1,140,000                   |
| Landfill siting revenue         | -                             | -                       | -                              | -                          | -                                   | -                             | -                              |
| Special Assessments             | -                             | -                       | -                              | 2,000                      | -                                   | -                             | -                              |
| Investment Income               | 1,937                         | 3,504                   | 5,441                          | 36,550                     | 2,275                               | 12,462                        | 14,737                         |
| Bond & Note Premium             | -                             | -                       | -                              | -                          | -                                   | -                             | -                              |
| Total Revenue                   | <u>1,937</u>                  | <u>1,143,504</u>        | <u>1,145,441</u>               | <u>1,178,550</u>           | <u>2,275</u>                        | <u>1,152,462</u>              | <u>1,154,737</u>               |
| <b>Expenditures:</b>            |                               |                         |                                |                            |                                     |                               |                                |
| Debt Service                    |                               |                         |                                |                            |                                     |                               |                                |
| Principal                       | -                             | 1,045,000               | 1,045,000                      | 1,045,000                  | -                                   | 1,180,000                     | 1,180,000                      |
| Interest                        | -                             | 137,144                 | 137,144                        | 258,778                    | -                                   | 157,194                       | 157,194                        |
| Bank Fees                       | -                             | 1,800                   | 1,800                          | 1,800                      | -                                   | 1,800                         | 1,800                          |
| Total Expenditures              | <u>-</u>                      | <u>1,183,944</u>        | <u>1,183,944</u>               | <u>1,305,578</u>           | <u>-</u>                            | <u>1,338,994</u>              | <u>1,338,994</u>               |
| Transfers in                    | -                             | -                       | -                              | 162,420                    | -                                   | -                             | -                              |
| Transfers out                   | -                             | -                       | -                              | -                          | -                                   | -                             | -                              |
| Net change in fund balances     | 1,937                         | (40,440)                | (38,503)                       | 35,392                     | 2,275                               | (186,532)                     | (184,257)                      |
| Fund balance, beginning of year | 228,261                       | 483,398                 | 711,659                        | 711,659                    | 217,974                             | 483,054                       | 701,028                        |
| Fund balance, end of period     | <u>\$ 230,198</u>             | <u>\$ 442,958</u>       | <u>\$ 673,156</u>              | <u>\$ 747,051</u>          | <u>\$ 220,249</u>                   | <u>\$ 296,522</u>             | <u>\$ 516,771</u>              |

City of Franklin  
Consolidating TID Funds  
Balance Sheet  
As of March 31, 2026

|                                         | Ballpark Commons<br>TID 5 | Loomis & Ryan<br>TID 6 | Velo Village<br>TID 7 | Corporate Park<br>TID 8 | Carma Labs<br>TID 9 | Total         |
|-----------------------------------------|---------------------------|------------------------|-----------------------|-------------------------|---------------------|---------------|
| <b>Assets</b>                           |                           |                        |                       |                         |                     |               |
| Cash & Investments                      | \$ (19,053)               | \$ 781,279             | \$ 6,397,774          | \$ 1,787,605            | \$ 1,065,427        | \$ 10,013,032 |
| Accounts Receivables                    | 908,296                   | 318                    | -                     | -                       | -                   | 908,614       |
| Taxes Receivables                       | -                         | -                      | -                     | -                       | -                   | -             |
| Total Assets                            | \$ 889,243                | \$ 781,597             | \$ 6,397,774          | \$ 1,787,605            | \$ 1,065,427        | \$ 10,921,646 |
| <b>Liabilities and Fund Balance</b>     |                           |                        |                       |                         |                     |               |
| Accounts Payable                        | \$ 912                    | \$ 452                 | \$ 150                | \$ 388                  | \$ 28,360           | \$ 30,262     |
| Accrued Liabilities                     | -                         | -                      | -                     | -                       | -                   | -             |
| Interfund Advance from Development Fund | -                         | -                      | -                     | -                       | -                   | -             |
| Due to other funds - Interfund Advance  | -                         | -                      | -                     | 911,433                 | 50,000              | 961,433       |
| Advances from Other Funds               | -                         | 796,376                | -                     | -                       | 750,000             | 1,546,376     |
| Deferred Inflow                         | 398,596                   | 245,372                | -                     | -                       | -                   | 643,968       |
| Unearned Revenue                        | -                         | -                      | -                     | -                       | -                   | -             |
| Total Liabilities                       | 399,508                   | 1,042,200              | 150                   | 911,821                 | 828,360             | 3,182,039     |
| Ending Fund Balance                     | 489,735                   | (260,603)              | 6,397,624             | 875,784                 | 237,067             | 7,739,607     |
| Total Liabilities and Fund Balance      | \$ 889,243                | \$ 781,597             | \$ 6,397,774          | \$ 1,787,605            | \$ 1,065,427        | \$ 10,921,646 |

GO Debt Outstanding  
Internal Advances Outstanding  
MRO Outstanding  
--- Additional MRO's committed to but not issued

\$

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026

|                                             | Ballpark Commons<br>TID 5 | Loomis & Ryan<br>TID 6 | Velo Village<br>TID 7 | Corporate Park<br>TID 8 | Carma Labs<br>TID 9 | Total        |
|---------------------------------------------|---------------------------|------------------------|-----------------------|-------------------------|---------------------|--------------|
| <b>Revenue</b>                              |                           |                        |                       |                         |                     |              |
| General Property Tax Levy                   | \$ 2,097,712              | \$ 1,190,467           | \$ 521,082            | \$ 1,562,539            | \$ 499,117          | \$ 5,970,917 |
| Payment in Lieu of Tax                      | -                         | 299,542                | -                     | -                       | -                   | 299,542      |
| State Exempt Aid                            | -                         | -                      | -                     | -                       | -                   | -            |
| Special assessments                         | -                         | -                      | -                     | -                       | -                   | -            |
| Investment Income                           | 16,018                    | 954                    | 65,798                | -                       | 13,871              | 96,641       |
| Bond Proceeds                               | -                         | -                      | -                     | -                       | 257                 | 257          |
| Other Taxes                                 | -                         | -                      | -                     | -                       | -                   | -            |
| Miscellaneous revenue                       | 475,569                   | -                      | -                     | -                       | -                   | 475,569      |
| Total Revenue                               | 2,589,299                 | 1,490,963              | 586,880               | 1,562,539               | 513,245             | 6,842,926    |
| <b>Expenditures</b>                         |                           |                        |                       |                         |                     |              |
| Debt Service Principal                      | \$ 1,750,000              | \$ 665,000             | \$ 195,000            | \$ 85,000               | \$ 60,000           | \$ 2,755,000 |
| Debt Service Interest & Fees                | 289,408                   | 109,576                | 61,628                | 38,250                  | 42,500              | 541,362      |
| Administrative Expenses                     | 15,471                    | 12,621                 | 3,585                 | 21,330                  | 8,511               | 61,518       |
| Professional Services                       | 3,076                     | 470                    | (7,350)               | 8,307                   | 150                 | 4,653        |
| Capital outlay                              | -                         | 163,810                | -                     | 355,841                 | 59,753              | 580,404      |
| Development Incentive & Obligation Payments | -                         | -                      | 816,000               | -                       | 195,580             | 1,011,580    |
| Encumbrances                                | -                         | (141,098)              | 7,500                 | (364,341)               | (59,753)            | (557,692)    |
| Total Expenditures                          | 2,057,955                 | 810,379                | 1,076,363             | 145,387                 | 306,741             | 4,396,825    |
| Excess of revenue over expenditures         | 531,344                   | 680,584                | (489,483)             | 1,517,152               | 206,504             | 2,446,101    |
| Transfers in(out)                           | -                         | -                      | -                     | -                       | -                   | -            |
| Fund balance, beginning of year             | (41,609)                  | (941,187)              | 6,887,107             | (641,368)               | 30,563              | 5,293,506    |
| Fund balance, end of period                 | \$ 489,735                | \$ (260,603)           | \$ 6,397,624          | \$ 875,784              | \$ 237,067          | \$ 7,739,607 |

City of Franklin  
Tax Increment Financing District #5  
Balance Sheet  
As of March 31, 2026

| <u>Assets</u>                       | 2026              | 2025              |
|-------------------------------------|-------------------|-------------------|
| Cash & investments                  | \$ (19,053)       | \$ (86,700)       |
| Accounts receivable                 | 908,296           | 406,104           |
| Taxes receivable                    | -                 | 220,000           |
| Total Assets                        | <u>\$ 889,243</u> | <u>\$ 539,404</u> |
| <u>Liabilities and Fund Balance</u> |                   |                   |
| Accounts Payable                    | \$ 912            | \$ 150            |
| Deferred Inflow                     | 398,596           | 398,596           |
| Unearned Revenue                    | -                 | 220,000           |
| Total Liabilities                   | <u>399,508</u>    | <u>618,746</u>    |
| Assigned fund balance               | 489,735           | (79,342)          |
| Total Liabilities and Fund Balance  | <u>\$ 889,243</u> | <u>\$ 539,404</u> |

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                             | 2026<br>Annual<br>Budget | 2026<br>Amended<br>Budget | 2026<br>Year-to-Date<br>Budget | 2026<br>Year-to-Date<br>Actual | 2025<br>Year-to-Date<br>Actual |
|---------------------------------------------|--------------------------|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Revenue</b>                              |                          |                           |                                |                                |                                |
| General Property Tax Levy                   | \$ 2,239,550             | \$ 2,239,550              | \$ 501,000                     | \$ 2,097,712                   | \$ 1,135,371                   |
| Payment in Lieu of Tax                      | 102,910                  | 102,910                   | 25,728                         | -                              | -                              |
| State Exempt Aid                            | 103,370                  | 103,370                   | 25,842                         | -                              | -                              |
| Special assessments                         | -                        | -                         | -                              | -                              | -                              |
| Investment Income                           | -                        | -                         | -                              | 16,018                         | 7,508                          |
| Bond Proceeds                               | -                        | -                         | -                              | -                              | -                              |
| Miscellaneous revenue                       | 351,980                  | 351,980                   | 87,995                         | 475,569                        | -                              |
| Total Revenue                               | <u>2,797,810</u>         | <u>2,797,810</u>          | <u>640,565</u>                 | <u>2,589,299</u>               | <u>1,142,879</u>               |
| <b>Expenditures</b>                         |                          |                           |                                |                                |                                |
| Debt service principal                      | 1,750,000                | 1,750,000                 | 437,500                        | 1,750,000                      | 1,550,000                      |
| Debt service interest & fees                | 555,693                  | 555,693                   | 239,775                        | 289,408                        | 309,995                        |
| Administrative expenses                     | 61,870                   | 61,870                    | 15,486                         | 15,471                         | 5,070                          |
| Culture, recreation and education           | -                        | -                         | -                              | -                              | -                              |
| Professional services                       | 31,450                   | 31,450                    | 4,827                          | 3,076                          | 3,224                          |
| Capital outlays                             | -                        | -                         | -                              | -                              | -                              |
| Development incentive & obligation payments | -                        | -                         | -                              | -                              | -                              |
| Encumbrances                                | -                        | -                         | -                              | -                              | -                              |
| Total Expenditures                          | <u>2,399,013</u>         | <u>2,399,013</u>          | <u>697,588</u>                 | <u>2,057,955</u>               | <u>1,868,289</u>               |
| Revenue over (under) expenditures           | 398,797                  | 398,797                   | (57,023)                       | 531,344                        | (725,410)                      |
| Fund balance, beginning of year             | (41,609)                 | (41,609)                  | (41,609)                       | (41,609)                       | 646,068                        |
| Fund balance, end of period                 | <u>\$ 357,188</u>        | <u>\$ 357,188</u>         | <u>\$ (98,632)</u>             | <u>\$ 489,735</u>              | <u>\$ (79,342)</u>             |

City of Franklin  
Tax Increment Financing District #6 - Loomis & Ryan  
Balance Sheet  
As of March 31, 2026

| <u>Assets</u>                          | 2026              | 2025              |
|----------------------------------------|-------------------|-------------------|
| Cash & investments                     | \$ 781,279        | \$ 3,231          |
| Accounts receivable                    | 318               | 250,279           |
| Total Assets                           | <u>\$ 781,597</u> | <u>\$ 253,510</u> |
| <u>Liabilities and Fund Balance</u>    |                   |                   |
| Accounts Payable                       | \$ 452            | \$ 14,098         |
| Due to other funds - Interfund Advance | -                 | -                 |
| Advances from Other Funds              | 796,376           | 796,376           |
| Total Liabilities                      | <u>1,042,200</u>  | <u>1,055,846</u>  |
| Assigned fund balance                  | (260,603)         | (802,336)         |
| Total Liabilities and Fund Balance     | <u>\$ 781,597</u> | <u>\$ 253,510</u> |

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                   | 2026<br>Annual<br>Budget | 2026<br>Year-to-Date<br>Budget | 2026<br>Year-to-Date<br>Actual | 2025<br>Year-to-Date<br>Actual |
|-----------------------------------|--------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Revenue</b>                    |                          |                                |                                |                                |
| General Property Tax Levy         | \$ 1,270,950             | \$ 317,738                     | \$ 1,190,467                   | \$ 440,692                     |
| Payment in Lieu of Tax            | -                        | -                              | 299,542                        | -                              |
| Investment Income                 | -                        | -                              | 954                            | 4,907                          |
| Bond Proceeds                     | -                        | -                              | -                              | -                              |
| Miscellaneous revenue             | 288,530                  | 72,132                         | -                              | -                              |
| Total Revenue                     | <u>1,560,267</u>         | <u>390,067</u>                 | <u>1,490,963</u>               | <u>445,599</u>                 |
| <b>Expenditures</b>               |                          |                                |                                |                                |
| Debt service principal            | 665,000                  | 166,250                        | 665,000                        | 520,000                        |
| Debt service interest & fees      | 207,353                  | 95,762                         | 109,576                        | 118,476                        |
| Administrative expenses           | 50,480                   | 12,620                         | 12,621                         | 9,480                          |
| Professional services             | 7,450                    | 1,945                          | 470                            | 231                            |
| Capital outlays                   | -                        | -                              | 163,810                        | 163,810                        |
| Encumbrances                      | -                        | -                              | (141,098)                      | (163,810)                      |
| Total Expenditures                | <u>930,283</u>           | <u>276,577</u>                 | <u>810,379</u>                 | <u>649,102</u>                 |
| Revenue over (under) expenditures | 629,984                  | 113,490                        | 680,584                        | (203,503)                      |
| Fund balance, beginning of year   | <u>(941,187)</u>         | <u>(941,187)</u>               | <u>(941,187)</u>               | <u>(598,832)</u>               |
| Fund balance, end of period       | <u>\$ (311,203)</u>      | <u>\$ (827,697)</u>            | <u>\$ (260,603)</u>            | <u>\$ (802,335)</u>            |

City of Franklin  
Tax Increment Financing District #7 - Velo Village  
Balance Sheet  
As of March 31, 2026

| <u>Assets</u>                       | 2026                | 2025                |
|-------------------------------------|---------------------|---------------------|
| Cash & investments                  | \$ 6,397,774        | \$ 6,738,998        |
| Accounts receivable                 | -                   | -                   |
| Interest receivable                 | -                   | -                   |
| Taxes receivable                    | -                   | -                   |
| Total Assets                        | <u>\$ 6,397,774</u> | <u>\$ 6,738,998</u> |
| <u>Liabilities and Fund Balance</u> |                     |                     |
| Accounts Payable                    | \$ 150              | \$ 150              |
| Advances from Other Funds           | 0                   | 0                   |
| Deferred Inflow                     | -                   | -                   |
| Total Liabilities                   | <u>150</u>          | <u>150</u>          |
| Assigned fund balance               | 6,397,624           | 6,738,848           |
| Total Liabilities and Fund Balance  | <u>\$ 6,397,774</u> | <u>\$ 6,738,998</u> |

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                             | 2026<br>Annual<br>Budget | 2026<br>Amended<br>Budget | 2026<br>Year-to-Date<br>Budget | 2026<br>Year-to-Date<br>Actual | 2025<br>Year-to-Date<br>Actual |
|---------------------------------------------|--------------------------|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Revenue</b>                              |                          |                           |                                |                                |                                |
| General Property Tax Levy                   | \$ 556,300               | \$ 556,300                | \$ 12,500                      | \$ 521,082                     | \$ 768,925                     |
| Investment Income                           | 228,000                  | 228,000                   | 57,000                         | 65,798                         | 78,137                         |
| Miscellaneous revenue                       | -                        | -                         | -                              | -                              | -                              |
| Total Revenue                               | <u>784,300</u>           | <u>784,300</u>            | <u>69,500</u>                  | <u>586,880</u>                 | <u>847,062</u>                 |
| <b>Expenditures</b>                         |                          |                           |                                |                                |                                |
| Debt service interest & fees                | 130,960                  | 130,960                   | 32,740                         | 61,628                         | 62,652                         |
| Administrative expenses                     | 14,320                   | 14,320                    | 3,580                          | 3,585                          | 1,650                          |
| Professional services                       | 4,450                    | 4,450                     | 1,113                          | (7,350)                        | (7,350)                        |
| Development incentive & obligation payments | 816,000                  | 816,000                   | 204,000                        | 816,000                        | 816,000                        |
| Encumbrances                                | -                        | -                         | -                              | 7,500                          | 7,500                          |
| Total Expenditures                          | <u>1,160,730</u>         | <u>1,160,730</u>          | <u>290,183</u>                 | <u>1,076,363</u>               | <u>980,452</u>                 |
| Revenue over (under) expenditures           | (376,430)                | (376,430)                 | (220,683)                      | (489,483)                      | (133,390)                      |
| Fund balance, beginning of year             | <u>6,887,107</u>         | <u>6,887,107</u>          | <u>6,887,107</u>               | <u>6,887,107</u>               | <u>6,872,238</u>               |
| Fund balance, end of period                 | <u>\$ 6,510,677</u>      | <u>\$ 6,510,677</u>       | <u>\$ 6,666,424</u>            | <u>\$ 6,397,624</u>            | <u>\$ 6,738,848</u>            |

City of Franklin  
Tax Increment Financing District #8 - Corporate Park  
Balance Sheet  
As of March 31, 2026

**Assets**

|                    | 2026                | 2025              |
|--------------------|---------------------|-------------------|
| Cash & Investments | \$ 1,787,605        | \$ 294,631        |
| Total Assets       | <u>\$ 1,787,605</u> | <u>\$ 294,631</u> |

**Liabilities and Fund Balance**

|                                        |                     |                   |
|----------------------------------------|---------------------|-------------------|
| Accounts Payable                       | \$ 388              | \$ 150            |
| Due to other funds - Interfund Advance | 911,433             | -                 |
| Advances from Other Funds              | -                   | 911,433           |
| Total Liabilities                      | <u>911,821</u>      | <u>911,583</u>    |
| Assigned fund balance                  | 875,784             | (616,952)         |
| Total Liabilities and Fund Balance     | <u>\$ 1,787,605</u> | <u>\$ 294,631</u> |

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                             | 2026<br>Annual<br>Budget | 2026<br>Amended<br>Budget | 2026<br>Year-to-Date<br>Budget | 2026<br>Year-to-Date<br>Actual | 2025<br>Year-to-Date<br>Actual |
|---------------------------------------------|--------------------------|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Revenue</b>                              |                          |                           |                                |                                |                                |
| General Property Tax Levy                   | \$ 1,730,400             | \$ 1,730,400              | \$ 432,600                     | \$ 1,662,539                   | \$ 1,453,768                   |
| Investment Income                           | -                        | -                         | -                              | -                              | -                              |
| Bond Proceeds                               | 0                        | 0                         | -                              | -                              | -                              |
| Miscellaneous revenue                       | 1,488,437                | 1,488,437                 | 372,109                        | -                              | -                              |
| Total Revenue                               | <u>3,319,788</u>         | <u>3,319,788</u>          | <u>829,947</u>                 | <u>1,662,539</u>               | <u>1,453,768</u>               |
| <b>Expenditures</b>                         |                          |                           |                                |                                |                                |
| Debt service principal                      | 85,000                   | 85,000                    | 21,250                         | 85,000                         | -                              |
| Debt service interest & fees                | 75,025                   | 75,025                    | 18,756                         | 38,250                         | 38,250                         |
| Administrative expenses                     | 85,320                   | 85,320                    | 21,330                         | 21,330                         | 9,480                          |
| Professional services                       | 50,450                   | 74,154                    | 12,613                         | 8,307                          | 8,271                          |
| Capital outlays                             | -                        | 356,841                   | -                              | 356,841                        | 412,553                        |
| Development incentive & obligation payments | -                        | -                         | -                              | -                              | -                              |
| Encumbrances                                | -                        | -                         | -                              | (364,341)                      | (364,871)                      |
| Total Expenditures                          | <u>295,795</u>           | <u>676,340</u>            | <u>73,949</u>                  | <u>145,387</u>                 | <u>109,144</u>                 |
| Revenue over (under) expenditures           | 3,023,993                | 2,643,448                 | 755,998                        | 1,517,152                      | 1,344,624                      |
| Fund balance, beginning of year             | <u>(641,368)</u>         | <u>(641,368)</u>          | <u>(641,368)</u>               | <u>(641,368)</u>               | <u>(1,961,575)</u>             |
| Fund balance, end of period                 | <u>\$ 2,382,625</u>      | <u>\$ 2,002,080</u>       | <u>\$ 114,630</u>              | <u>\$ 875,784</u>              | <u>\$ (616,951)</u>            |

City of Franklin  
Tax Increment Financing District #9 - Carma Labs  
Balance Sheet  
As of March 31, 2026

| <u>Assets</u>                           | 2026                | 2025                |
|-----------------------------------------|---------------------|---------------------|
| Cash & investments                      | \$ 1,065,427        | \$ 1,868,812        |
| Accounts receivable                     | -                   | -                   |
| Taxes receivable                        | -                   | -                   |
| Total Assets                            | <u>\$ 1,065,427</u> | <u>\$ 1,868,812</u> |
| <br><u>Liabilities and Fund Balance</u> |                     |                     |
| Accounts Payable                        | \$ 28,360           | \$ 150              |
| Accrued Liabilities                     | -                   | -                   |
| Interfund Advance from Development Fund | -                   | -                   |
| Due to other funds - Interfund Advance  | 50,000              | 50,000              |
| Advances from Other Funds               | 750,000             | -                   |
| Deferred Inflow                         | -                   | -                   |
| Unearned Revenue                        | -                   | -                   |
| Total Liabilities                       | <u>828,360</u>      | <u>50,150</u>       |
| Assigned fund balance                   | 237,067             | 1,818,662           |
| Total Liabilities and Fund Balance      | <u>\$ 1,065,427</u> | <u>\$ 1,868,812</u> |

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                             | 2026<br>Annual<br>Budget | 2026<br>Amended<br>Budget | 2026<br>Year-to-Date<br>Budget | 2026<br>Year-to-Date<br>Actual | 2025<br>Year-to-Date<br>Actual |
|---------------------------------------------|--------------------------|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Revenue</b>                              |                          |                           |                                |                                |                                |
| General Property Tax Levy                   | \$ 532,500               | \$ 532,500                | \$ 133,125                     | \$ 499,117                     | \$ -                           |
| Payment in Lieu of Tax                      | -                        | -                         | -                              | -                              | -                              |
| State Exempt Aid                            | -                        | -                         | -                              | -                              | -                              |
| Special assessments                         | -                        | -                         | -                              | -                              | -                              |
| Investment Income                           | 20,000                   | 20,000                    | 5,000                          | 13,871                         | 19,997                         |
| Bond Proceeds                               | 0                        | 0                         | -                              | 257                            | -                              |
| Miscellaneous revenue                       | -                        | -                         | -                              | -                              | -                              |
| Total Revenue                               | <u>552,500</u>           | <u>552,500</u>            | <u>138,125</u>                 | <u>513,245</u>                 | <u>19,997</u>                  |
| <b>Expenditures</b>                         |                          |                           |                                |                                |                                |
| Debt service principal                      | 60,000                   | 60,000                    | 15,000                         | 60,000                         | -                              |
| Debt service interest & fees                | 120,954                  | 120,954                   | 30,239                         | 42,500                         | 48,290                         |
| Administrative expenses                     | 34,020                   | 34,020                    | 8,505                          | 8,511                          | 10,125                         |
| Culture, recreation and education           | -                        | -                         | -                              | -                              | 3,639                          |
| Professional services                       | 4,450                    | 4,450                     | 1,113                          | 150                            | 272                            |
| Capital outlays                             | -                        | 328,494                   | -                              | 59,753                         | 323,244                        |
| Development incentive & obligation payments | -                        | 195,580                   | -                              | 195,580                        | -                              |
| Encumbrances                                | -                        | -                         | -                              | (59,753)                       | (320,780)                      |
| Total Expenditures                          | <u>219,424</u>           | <u>743,498</u>            | <u>54,857</u>                  | <u>306,741</u>                 | <u>64,789</u>                  |
| Revenue over (under) expenditures           | 333,076                  | (190,998)                 | 83,268                         | 206,504                        | (44,792)                       |
| Fund balance, beginning of year             | <u>30,563</u>            | <u>30,563</u>             | <u>30,563</u>                  | <u>30,563</u>                  | <u>1,863,454</u>               |
| Fund balance, end of period                 | <u>\$ 363,639</u>        | <u>\$ (160,435)</u>       | <u>\$ 113,831</u>              | <u>\$ 237,067</u>              | <u>\$ 1,818,662</u>            |



**City of Franklin  
Capital Outlay Fund  
Balance Sheet  
March 31, 2026 and 2025**

| <b><u>Assets</u></b>                       | <b>2026</b>         | <b>2025</b>         |
|--------------------------------------------|---------------------|---------------------|
| Cash and investments                       | \$ 1,796,887        | \$ 1,730,911        |
| Accounts Receivables                       | 88                  | 88                  |
| <b>Total Assets</b>                        | <b>\$ 1,796,975</b> | <b>\$ 1,730,999</b> |
| <b><u>Liabilities and Fund Balance</u></b> |                     |                     |
| Accounts payable                           | \$ 17,215           | \$ (739)            |
| Assigned fund balance                      | 1,779,760           | 1,731,738           |
| <b>Total Liabilities and Fund Balance</b>  | <b>\$ 1,796,975</b> | <b>\$ 1,730,999</b> |

**Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025**

|                                          | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>2025<br/>Year-to-Date<br/>Actual</b> |
|------------------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Revenue:</b>                          |                                     |                                    |                                         |                                         |                                         |
| Property Taxes                           | \$ -                                | \$ -                               | \$ -                                    | \$ -                                    | \$ -                                    |
| Grants                                   | 81,600                              | 81,600                             | 20,400                                  | -                                       | 35,300                                  |
| Landfill Siting                          | 1,098,000                           | 1,098,000                          | 200,183                                 | 303,250                                 | 146,434                                 |
| Investment Income                        | 45,000                              | 45,000                             | 11,250                                  | 10,636                                  | 12,593                                  |
| Miscellaneous Revenue                    | 35,000                              | 35,000                             | 8,863                                   | -                                       | 41,194                                  |
| Transfers from Other Funds               | 62,000                              | 62,000                             | 15,500                                  | -                                       | -                                       |
| <b>Total Revenue</b>                     | <b>1,321,600</b>                    | <b>1,321,600</b>                   | <b>256,196</b>                          | <b>313,886</b>                          | <b>235,522</b>                          |
| <b>Expenditures:</b>                     |                                     |                                    |                                         |                                         |                                         |
| General Government                       | 405,407                             | 498,594                            | 61,895                                  | 84,818 e                                | 290,610                                 |
| Public Safety                            | 759,498                             | 837,088                            | 184,404                                 | 286,318 E                               | 271,357                                 |
| Public Works                             | 147,931                             | 207,000                            | 30,501                                  | 23,209                                  | 24,835                                  |
| Health and Human Services                | -                                   | -                                  | -                                       | -                                       | 9,488                                   |
| Culture and Recreation                   | -                                   | -                                  | -                                       | -                                       | 282,806                                 |
| Conservation and Development             | 2,262                               | 100,000                            | 565                                     | -                                       | 2,060                                   |
| Contingency                              | -                                   | -                                  | -                                       | -                                       | -                                       |
| Encumbrances                             | -                                   | -                                  | -                                       | (110,284)                               | (511,260)                               |
| <b>Total Expenditures</b>                | <b>1,315,098</b>                    | <b>1,642,682</b>                   | <b>277,365</b>                          | <b>284,061</b>                          | <b>369,897</b>                          |
| <b>Revenue over (under) expenditures</b> | <b>6,502</b>                        | <b>(321,082)</b>                   | <b>(21,169)</b>                         | <b>29,825</b>                           | <b>(134,375)</b>                        |
| <b>Fund balance, beginning of year</b>   | <b>1,749,935</b>                    | <b>1,749,935</b>                   |                                         | <b>1,749,935</b>                        | <b>1,866,113</b>                        |
| <b>Fund balance, end of period</b>       | <b>\$ 1,756,437</b>                 | <b>\$ 1,428,853</b>                |                                         | <b>\$ 1,779,760</b>                     | <b>\$ 1,731,738</b>                     |

City of Franklin  
Capital Improvement Fund  
Balance Sheet  
March 31, 2026 and 2025

| <u>Assets</u>                       | 2026                | 2025                |
|-------------------------------------|---------------------|---------------------|
| Cash and investments                | \$ (491,003)        | \$ (447,088)        |
| Accounts receivables                | 847                 | 847                 |
| Unclassified - JCI Escrow Cash      | 317,047             | 2,142,031           |
| Total Assets                        | <u>\$ (173,109)</u> | <u>\$ 1,695,790</u> |
| <u>Liabilities and Fund Balance</u> |                     |                     |
| Accounts payable                    | \$ 2,859            | \$ 292              |
| Contracts Payable                   | 32,382              | 343,530             |
| Assigned fund balance               | (208,350)           | 1,351,968           |
| Total Liabilities and Fund Balance  | <u>\$ (173,109)</u> | <u>\$ 1,695,790</u> |

Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                    | 2026<br>Original<br>Budget | 2026<br>Amended<br>Budget | 2026<br>Year-to-Date<br>Budget | 2026<br>Year-to-Date<br>Totals | 2025<br>Year-to-Date<br>Totals |
|------------------------------------|----------------------------|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Revenue:</b>                    |                            |                           |                                |                                |                                |
| Block Grants                       | \$ -                       | \$ -                      | \$ -                           | \$ 2,993                       | \$ -                           |
| Landfill Siting                    | 183,000                    | 183,000                   | 38,086                         | 42,690                         | 24,400                         |
| Transfers from Impact Fees         | 500,000                    | 500,000                   | 125,000                        | -                              | -                              |
| Transfers from Connection Fees     | 225,000                    | 225,000                   | -                              | -                              | -                              |
| Investment Income                  | 35,000                     | 35,000                    | 8,750                          | (5,867)                        | 57,782                         |
| Total Revenue                      | <u>943,000</u>             | <u>943,000</u>            | <u>171,836</u>                 | <u>39,816</u>                  | <u>82,182</u>                  |
| <b>Expenditures:</b>               |                            |                           |                                |                                |                                |
| General Government                 | -                          | 159,244                   | -                              | 89,963 E                       | 540,795                        |
| Public Safety                      | -                          | -                         | -                              | -                              | -                              |
| Public Works                       | 68,000                     | 265,878                   | 17,000                         | 138,950 E                      | 2,280,561                      |
| Health and Human Services          | -                          | -                         | -                              | -                              | -                              |
| Culture and Recreation (Lib/Parks) | -                          | 3,253,891                 | -                              | 3,253,891                      | 2,490,085                      |
| Conservation and Development       | -                          | -                         | -                              | -                              | -                              |
| Sewer & Water                      | 725,000                    | 725,000                   | 181,250                        | - E                            | 218,356                        |
| Contingency                        | 150,000                    | 150,000                   | -                              | -                              | -                              |
| Encumbrances                       | -                          | -                         | -                              | (3,443,512)                    | (3,523,010)                    |
| Total Expenditures                 | <u>943,000</u>             | <u>4,554,013</u>          | <u>198,250</u>                 | <u>39,292</u>                  | <u>2,006,786</u>               |
| Revenue over (under) expenditures  | -                          | (3,611,013)               | <u>(26,414)</u>                | 524                            | (1,924,604)                    |
| Fund balance, beginning of year    | <u>(208,874)</u>           | <u>(208,874)</u>          |                                | <u>(208,874)</u>               | <u>3,276,572</u>               |
| Fund balance, end of period        | <u>\$ (208,874)</u>        | <u>\$ (3,819,887)</u>     |                                | <u>\$ (208,350)</u>            | <u>\$ 1,351,968</u>            |

City of Franklin  
Equipment Replacement Fund  
Balance Sheet  
March 31, 2026 and 2025

|                                            | 2026                | 2025                |
|--------------------------------------------|---------------------|---------------------|
| <b><u>Assets</u></b>                       |                     |                     |
| Cash and investments                       | \$ 1,818,992        | \$ 2,180,676        |
| Total Assets                               | <u>\$ 1,818,992</u> | <u>\$ 2,180,676</u> |
| <b><u>Liabilities and Fund Balance</u></b> |                     |                     |
| Accounts payable                           | \$ -                | \$ -                |
| Assigned fund balance                      | 1,818,992           | 2,180,676           |
| Total Liabilities and Fund Balance         | <u>\$ 1,818,992</u> | <u>\$ 2,180,676</u> |

Comparative Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                   | 2026<br>Original<br>Budget | 2026<br>Amended<br>Budget | 2026<br>Year-to-Date<br>Budget | 2026<br>Year-to-Date<br>Actual | 2025<br>Year-to-Date<br>Actual |
|-----------------------------------|----------------------------|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Revenue:</b>                   |                            |                           |                                |                                |                                |
| Landfill                          | \$ 610,000                 | \$ 610,000                | \$ 106,451                     | \$ 142,300                     | \$ 81,350                      |
| Investment Income                 | 50,000                     | 50,000                    | 12,500                         | 12,433                         | 14,718                         |
| Property Sales                    | 25,000                     | 25,000                    | 7,311                          | -                              | -                              |
| Total Revenue                     | <u>685,000</u>             | <u>685,000</u>            | <u>126,262</u>                 | <u>154,733</u>                 | <u>96,068</u>                  |
| <b>Expenditures:</b>              |                            |                           |                                |                                |                                |
| Public Safety                     | -                          | 287,454                   | -                              | 270,543 E                      | 42,629                         |
| Public Works                      | 685,000                    | 1,162,143                 | 175,715                        | 1,021,524 E                    | 1,466,173                      |
| Encumbrances                      | -                          | -                         | -                              | (1,274,067)                    | (1,466,173)                    |
| Total Expenditures                | <u>685,000</u>             | <u>1,449,597</u>          | <u>175,715</u>                 | <u>18,000</u>                  | <u>42,629</u>                  |
| Revenue over (under) expenditures | -                          | (764,597)                 | <u>(49,453)</u>                | 136,733                        | 53,439                         |
| Fund balance, beginning of year   | <u>1,682,259</u>           | <u>1,682,259</u>          |                                | <u>1,682,259</u>               | <u>2,127,237</u>               |
| Fund balance, end of period       | <u>\$ 1,682,259</u>        | <u>\$ 917,662</u>         |                                | <u>\$ 1,818,992</u>            | <u>\$ 2,180,676</u>            |

**City of Franklin  
Street Improvement Fund  
Balance Sheet  
March 31, 2026 and 2025**

| <b><u>Assets</u></b>                       | <b>2026</b>         | <b>2025</b>         |
|--------------------------------------------|---------------------|---------------------|
| Cash and investments                       | \$ 3,076,929        | \$ 2,720,919        |
| <b>Total Assets</b>                        | <b>\$ 3,076,929</b> | <b>\$ 2,720,919</b> |
| <b><u>Liabilities and Fund Balance</u></b> |                     |                     |
| Accounts payable                           | \$ 100,565          | \$ -                |
| Contracts Payable - Retainages             | -                   | 67,694              |
| Assigned fund balance                      | 2,976,364           | 2,653,225           |
| <b>Total Liabilities and Fund Balance</b>  | <b>\$ 3,076,929</b> | <b>\$ 2,720,919</b> |

**Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025**

|                                              | <b>2026<br/>Original<br/>Budget</b> | <b>2025<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Totals</b> | <b>2025<br/>Year-to-Date<br/>Totals</b> |
|----------------------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Revenue:</b>                              |                                     |                                    |                                         |                                         |
| Property Taxes                               | \$ 300,000                          | \$ 300,000                         | \$ 300,000                              | \$ 300,000                              |
| Landfill Siting                              | 610,000                             | 610,000                            | 142,300                                 | 81,350                                  |
| Investment Income                            | 80,000                              | 80,000                             | 21,272                                  | 21,901                                  |
| Transfers from Other Funds                   | -                                   | -                                  | -                                       | -                                       |
| Intergovernmental Resources                  | 1,573,655                           | 1,573,655                          | 371,212                                 | 370,004                                 |
| <b>Total Revenue</b>                         | <b>2,563,655</b>                    | <b>2,563,655</b>                   | <b>834,784</b>                          | <b>773,255</b>                          |
| <b>Expenditures:</b>                         |                                     |                                    |                                         |                                         |
| Street Reconstruction Program - Current Year | 2,560,000                           | 3,063,795                          | (70,533) E                              | 384,072                                 |
| Transfer to Capital Outlay Fund              | -                                   | -                                  | -                                       | -                                       |
| Encumbrances                                 | -                                   | -                                  | 78,733                                  | (366,172)                               |
| <b>Total Expenditures</b>                    | <b>2,560,000</b>                    | <b>3,063,795</b>                   | <b>8,200</b>                            | <b>17,900</b>                           |
| Revenue over (under) expenditures            | 3,655                               | (500,140)                          | 826,584                                 | 755,355                                 |
| Fund balance, beginning of year              | 2,149,780                           | 2,149,780                          | 2,149,780                               | 1,897,870                               |
| <b>Fund balance, end of period</b>           | <b>\$ 2,153,435</b>                 | <b>\$ 1,649,640</b>                | <b>\$ 2,976,364</b>                     | <b>\$ 2,653,225</b>                     |

**City of Franklin  
Development Fund  
Balance Sheet  
March 31, 2026 and 2025**

| <b><u>Assets</u></b>                       | <b>2026</b>          | <b>2025</b>          |
|--------------------------------------------|----------------------|----------------------|
| Cash and investments                       | \$ 12,678,157        | \$ 11,804,603        |
| Other accounts receivable                  | 3,265                | 3,265                |
| <b>Total Assets</b>                        | <b>\$ 12,681,422</b> | <b>\$ 11,807,868</b> |
| <b><u>Liabilities and Fund Balance</u></b> |                      |                      |
| Accrued Liabilities                        | \$ 38,444            | \$ 38,444            |
| Assigned fund balance                      | 12,642,978           | 11,769,424           |
| <b>Total Liabilities and Fund Balance</b>  | <b>12,681,422</b>    | <b>11,807,868</b>    |

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025**

|                                             | <b>2025<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>2025<br/>Year-to-Date<br/>Actual</b> |
|---------------------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Revenue:</b>                             |                                     |                                    |                                         |                                         |                                         |
| Impact Fees:                                |                                     |                                    |                                         |                                         |                                         |
| Parks                                       | \$ 175,000                          | \$ 175,000                         | \$ 32,955                               | \$ 31,457                               | \$ 37,764                               |
| Southwest Sewer Service Area                | 200,000                             | 200,000                            | 40,819                                  | 48,702                                  | 60,578                                  |
| Administration                              | 10,000                              | 10,000                             | 1,968                                   | 726                                     | 872                                     |
| Water                                       | 750,000                             | 750,000                            | 145,627                                 | 48,950                                  | 384,534                                 |
| Transportation                              | 65,000                              | 65,000                             | 11,577                                  | 10,882                                  | 13,064                                  |
| Fire Protection                             | 50,000                              | 50,000                             | 8,901                                   | 7,461                                   | 8,958                                   |
| Law Enforcement                             | 50,000                              | 50,000                             | 8,897                                   | 8,518                                   | 10,226                                  |
| Library                                     | 30,000                              | 30,000                             | 5,701                                   | 5,533                                   | 6,643                                   |
| Total Impact Fees                           | 1,330,000                           | 1,330,000                          | 256,445                                 | 162,229                                 | 522,639                                 |
| Miscellaneous Revenue                       | -                                   | -                                  | -                                       | -                                       | -                                       |
| Investment Income                           | 350,000                             | 350,000                            | 87,500                                  | 98,748                                  | 153,759                                 |
| <b>Total Revenue</b>                        | <b>1,680,000</b>                    | <b>1,680,000</b>                   | <b>343,945</b>                          | <b>260,977</b>                          | <b>676,398</b>                          |
| <b>Expenditures:</b>                        |                                     |                                    |                                         |                                         |                                         |
| Other Professional Services                 | 25,000                              | 25,000                             | 6,600                                   | -                                       | -                                       |
| Transfer to Debt Service                    |                                     |                                    |                                         |                                         |                                         |
| Law Enforcement                             | -                                   | -                                  | -                                       | -                                       | -                                       |
| Fire                                        | 43,029                              | 43,029                             | 2,830                                   | -                                       | -                                       |
| Transportation                              | 74,491                              | 74,491                             | 7,570                                   | -                                       | -                                       |
| Library                                     | 44,900                              | 44,900                             | -                                       | -                                       | -                                       |
| Encumbrances                                | -                                   | -                                  | -                                       | -                                       | -                                       |
| Total Transfers to Debt Service             | 162,420                             | 162,420                            | 10,400                                  | -                                       | -                                       |
| Transfer to Capital Improvement Fund        |                                     |                                    |                                         |                                         |                                         |
| Park                                        | 500,000                             | 500,000                            | 5,683                                   | 93,000 E                                | 93,000                                  |
| Water                                       | -                                   | -                                  | -                                       | -                                       | -                                       |
| Total Transfers to Capital Improvement Fund | 500,000                             | 500,000                            | 5,683                                   | 93,000 E                                | 93,000                                  |
| Reimb to Developers & Others                | -                                   | -                                  | -                                       | -                                       | -                                       |
| Transfer to Other Funds                     | -                                   | -                                  | -                                       | -                                       | -                                       |
| Sewer Fees                                  | 550,000                             | 550,000                            | 137,500                                 | -                                       | -                                       |
| Water Fees                                  | -                                   | -                                  | -                                       | -                                       | -                                       |
| Encumbrances                                | -                                   | -                                  | -                                       | (93,000)                                | (93,000)                                |
| <b>Total Expenditures</b>                   | <b>1,237,420</b>                    | <b>1,237,420</b>                   | <b>160,183</b>                          | <b>-</b>                                | <b>-</b>                                |
| Revenue over (under) expenditures           | 442,580                             | 442,580                            | 183,762                                 | 260,977                                 | 676,398                                 |
| Fund balance, beginning of year             | 12,382,001                          | 12,382,001                         |                                         | 12,382,001                              | 11,093,026                              |
| Fund balance, end of period                 | <b>\$ 12,824,581</b>                | <b>\$ 12,824,581</b>               |                                         | <b>\$ 12,642,978</b>                    | <b>\$ 11,769,424</b>                    |

**City of Franklin  
Utility Development Fund  
Balance Sheet  
March 31, 2026 and 2025**

| <b><u>Assets</u></b>                       | <b>2026</b>         | <b>2025</b>         |
|--------------------------------------------|---------------------|---------------------|
| Cash and investments - Water               | \$ 1,770,522        | \$ 1,417,965        |
| Cash and investments - Sewer               | 1,908,896           | 1,644,092           |
| Taxes receivable                           | -                   | -                   |
| Special Assessment - Water Current         | 149,537             | 107,631             |
| Special Assessment - Water Deferred        | 107,825             | 46,100              |
| Special Assessment - Sewer Current         | (1,665)             | 924                 |
| Special Assessment - Sewer Deferred        | -                   | -                   |
| Reserve for Uncollectible                  | -                   | -                   |
| <b>Total Assets</b>                        | <b>\$ 3,935,115</b> | <b>\$ 3,216,712</b> |
| <b><u>Liabilities and Fund Balance</u></b> |                     |                     |
| Unearned Revenue                           | \$ 255,697          | \$ 154,655          |
| <b>Total Fund Balance</b>                  | <b>3,679,418</b>    | <b>3,245,057</b>    |
| <b>Total Liabilities and Fund Balance</b>  | <b>\$ 3,935,115</b> | <b>\$ 3,399,712</b> |

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025**

|                                             | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>2025<br/>Year-to-Date<br/>Actual</b> |
|---------------------------------------------|-------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Revenue:</b>                             |                                     |                                         |                                         |                                         |
| Special Assessments:                        |                                     |                                         |                                         |                                         |
| Water                                       | \$ 20,000                           | \$ 20,000                               | \$ -                                    | \$ -                                    |
| Sewer                                       | 12,000                              | 12,000                                  | 259,053                                 | -                                       |
| Connection Fees:                            |                                     |                                         |                                         |                                         |
| Water                                       | -                                   | -                                       | -                                       | -                                       |
| Sewer                                       | 10,000                              | 10,000                                  | 1,200                                   | 1,200                                   |
| Total Assessments & Connection Fees         | 42,000                              | 42,000                                  | 260,253                                 | 1,200                                   |
| Special Assessment Interest                 | 5,800                               | 5,800                                   | -                                       | -                                       |
| Investment Income                           | 90,000                              | 90,000                                  | 27,409                                  | 32,140                                  |
| Total Revenue                               | 137,800                             | 137,800                                 | 287,662                                 | 33,340                                  |
| <br>Transfer to Capital Improvement Fund:   |                                     |                                         |                                         |                                         |
| Water                                       | 225,000                             | 225,000                                 | -                                       | -                                       |
| Sewer                                       | 500,000                             | 500,000                                 | -                                       | -                                       |
| Total Transfers to Capital Improvement Fund | 725,000                             | 725,000                                 | -                                       | -                                       |
| <br>Revenue over (under) expenditures       | (587,200)                           | (587,200)                               | 287,662                                 | 33,340                                  |
| <br>Fund balance, beginning of year         | 3,391,756                           | 3,391,756                               | 3,391,756                               | 3,211,717                               |
| <br>Fund balance, end of period             | \$ 2,804,556                        | \$ 2,804,556                            | \$ 3,679,418                            | \$ 3,245,057                            |

## Development Fund

## City of Franklin

Summary of Impact Fee Activity  
For the three months ended March 31, 2026

|                          | 4291             | 4292         | 4293         | 4294         | 4295           | 4296       | 4297        | 4299       | 27 1100 1111  |
|--------------------------|------------------|--------------|--------------|--------------|----------------|------------|-------------|------------|---------------|
|                          | Cash Acct        |              | 27-0147-5219 |              |                |            |             |            | -27 2000 2117 |
|                          | Revenue Acct     |              | Admin        | Water        | Transportation | Fire       | Law         | Library    | Net           |
|                          | Expenditure Acct | SW Sewer     | Fee          |              |                | Protection | Enforcement |            | Cash          |
|                          | Parks            |              |              |              |                |            |             |            | Balance       |
|                          | Recreation       |              |              |              |                |            |             |            |               |
| Beginning Bal, 01/01/26  | 4,665,113.82     | 1,261,961.03 | 121,989.12   | 4,980,805.15 | 445,947.14     | 563,349.28 | 198,170.50  | 144,665.40 | 12,382,001    |
| 1st Quarter              |                  |              |              |              |                |            |             |            |               |
| Impact Fees              | 31,456.57        | 48,702.00    | 726.34       | 48,949.94    | 10,881.74      | 7,461.40   | 8,517.76    | 5,533.25   | 162,229       |
| Expenditures (Refunds)   |                  |              |              |              |                |            |             |            | 0             |
| subtotal                 | 4,696,570.39     | 1,310,663.03 | 122,715.46   | 5,029,755.09 | 456,828.88     | 570,810.68 | 206,688.26  | 150,198.65 | 12,544,230    |
| Transfers                |                  |              |              |              |                |            |             |            | 0             |
| Investment Income        | 37,087.34        | 10,191.73    | 969.42       | 39,657.93    | 3,576.45       | 4,493.10   | 1,603.89    | 1,168.14   | 98,748        |
| Ending balance 3/31/2026 | 4,733,657.73     | 1,320,854.76 | 123,684.88   | 5,069,413.02 | 460,405.33     | 575,303.78 | 208,292.15  | 151,366.79 | 12,642,978    |
| 2026 Impact Fees         | 31,457           | 48,702       | 726          | 48,950       | 10,882         | 7,461      | 8,518       | 5,533      | 162,229       |
| 2025 Impact Fees         | 183,346          | 259,620      | 4,570        | 958,574      | 72,276         | 49,611     | 56,640      | 32,244     | 1,616,882     |
| 2024 Impact Fees         | 225,160          | 245,066      | 4,802        | 545,189      | 90,647         | 62,257     | 71,095      | 37,172     | 1,281,387     |
| 2023 Impact Fees         | 389,785.14       | 115,825      | 14,166       | 901,674      | 179,006        | 122,702    | 140,610     | 68,542     | 1,932,310     |
| 2022 Impact Fees         | 238,349.45       | 147,946      | 13,400       | 1,599,690    | 198,615        | 136,283    | 156,376     | 41,854     | 2,532,513     |
| 2021 Impact Fees         | 135,330.94       | 181,864      | 4,628        | 262,089      | 61,010         | 41,813     | 47,854      | 23,745     | 758,334       |
| 2020 Impact Fees         | 259,254.00       | 113,304      | 6,713        | 570,239      | 69,495         | 61,149     | 89,461      | 60,698     | 1,230,313     |
| 2019 Impact Fees         | 948,902.00       | 48,440       | 21,684       | 1,158,186    | 113,102        | 174,135    | 322,218     | 262,058    | 3,048,725     |
| 2018 Impact Fees         | 869,037.00       | 4,689        | 20,625       | 938,441      | 55,533         | 136,410    | 250,076     | 243,988    | 2,518,799     |
| 2017 Impact Fees         | 66,591.00        | 0            | 2,695        | 122,539      | 19,218         | 17,970     | 33,017      | 19,383     | 281,413       |
| 2016 Impact Fees         | 209,983.00       | 0            | 4,950        | 210,581      | 8,570          | 30,198     | 56,096      | 57,725     | 578,103       |
| 2015 Impact Fees         | 137,670.00       | 2,928        | 3,630        | 133,352      | 20,533         | 27,116     | 50,222      | 38,526     | 413,977       |

<sup>1</sup> Refund fee collected<sup>2</sup> Payment for services

\* Funded by an Administrative Fee not an impact fee



COMBINING STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
NONMAJOR GOVERNMENTAL FUNDS FOR CITY OF FRANKLIN  
Period Ending 03/31/2026

| GL Number                                                   | FIRE DEPT<br>GRANT<br>FUND | POLICE<br>DEPT<br>GRANT<br>FUND | ST MARTINS<br>FAIR FUND | HEALTH<br>DEPT<br>GRANT<br>FUND | OTHER<br>GRANTS | CIVIC<br>CELEBRATIONS<br>FUND | TOTAL          |
|-------------------------------------------------------------|----------------------------|---------------------------------|-------------------------|---------------------------------|-----------------|-------------------------------|----------------|
| REVENUES                                                    |                            |                                 |                         |                                 |                 |                               |                |
| INTERGOVERNMENTAL                                           | -                          | 33,751                          | -                       | 62,872                          | -               | -                             | 96,623         |
| LICENSES & PERMITS                                          | -                          | -                               | -                       | -                               | -               | 150                           | 150            |
| MISCELLANEOUS REVENUE                                       | -                          | -                               | -                       | 24,150                          | -               | 5,040                         | 29,190         |
| <b>Total Revenues</b>                                       | -                          | <b>33,751</b>                   | -                       | <b>87,022</b>                   | -               | <b>5,190</b>                  | <b>125,963</b> |
| EXPENDITURES                                                |                            |                                 |                         |                                 |                 |                               |                |
| PERSONAL SERVICES                                           | -                          | 6,240                           | -                       | 16,106                          | -               | -                             | 22,346         |
| EMPLOYEE BENEFITS                                           | -                          | 951                             | -                       | 7,189                           | -               | -                             | 8,140          |
| CONTRACTUAL SERVICES                                        | -                          | -                               | -                       | 16,755                          | -               | 1,100                         | 17,855         |
| SUPPLIES                                                    | -                          | -                               | -                       | (13,617)                        | -               | 1,405                         | (12,212)       |
| SERVICES & CHARGES                                          | -                          | 3,727                           | -                       | 8,490                           | -               | -                             | 12,217         |
| <b>Total Expenditures</b>                                   | -                          | <b>10,918</b>                   | -                       | <b>34,923</b>                   | -               | <b>2,505</b>                  | <b>48,346</b>  |
| <b>Excess (deficiency) of<br/>Revenues vs. Expenditures</b> | -                          | <b>22,834</b>                   | -                       | <b>52,099</b>                   | -               | <b>2,685</b>                  | <b>77,618</b>  |
| OTHER FINANCING USES                                        |                            |                                 |                         |                                 |                 |                               |                |
| CAPITAL OUTLAY                                              | -                          | 31,259                          | -                       | -                               | -               | -                             | 31,259         |
| Net Change in Fund Balance                                  | -                          | (8,426)                         | -                       | 52,099                          | -               | 2,685                         | 46,358         |
| Fund Balance - Beginning.                                   | 22,124                     | (4,544)                         | (94,453)                | 197,549                         | 23,738          | 32,603                        | 177,017        |
| <b>Fund Balance - Ending:</b>                               | <b>22,124</b>              | <b>(12,969)</b>                 | <b>(94,453)</b>         | <b>249,648</b>                  | <b>23,738</b>   | <b>35,288</b>                 | <b>223,375</b> |

**City of Franklin  
Park Commission  
Statement of Revenue and Expenses  
For the Three months ended March 31, 2026 & 2025**

|                                                         | 2026<br>Amended<br>Budget | 2026<br>Year-to-Date<br>Budget | Capital Only<br>Current<br>Year-to-Date<br>Totals | Operations<br>& Capital<br>Current<br>Year-to-Date<br>Totals | Capital Only<br>2025<br>Year-to-Date<br>Totals | Operations &<br>Capital<br>2025<br>Year-to-Date<br>Totals |
|---------------------------------------------------------|---------------------------|--------------------------------|---------------------------------------------------|--------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------|
| <b>General Fund Operating Revenue:</b>                  |                           |                                |                                                   |                                                              |                                                |                                                           |
| Park & Field Reservation                                | \$ 35,000                 | \$ 12,171                      | \$ -                                              | \$ 12,209                                                    | \$ -                                           | \$ 11,833                                                 |
| <b>General Fund Operating Expenses:</b>                 |                           |                                |                                                   |                                                              |                                                |                                                           |
| Personnel Services                                      | \$ 315,475                | \$ 84,936                      | \$ -                                              | \$ 17,593                                                    | \$ -                                           | \$ 30,888                                                 |
| Park Maintenance                                        | 75,000                    | 8,690                          | -                                                 | 9,596                                                        | -                                              | 30,450                                                    |
| Uniforms                                                | 800                       | 400                            | -                                                 | 800                                                          | -                                              | 350                                                       |
| Mileage                                                 | 1,900                     | 89                             | -                                                 | -                                                            | -                                              | -                                                         |
| Utilities                                               | 22,900                    | 6,659                          | -                                                 | 5,183                                                        | -                                              | 5,593                                                     |
| Encumbrances                                            | -                         | -                              | -                                                 | -                                                            | -                                              | (14,881)                                                  |
| <b>Total Operating Fund Expenses</b>                    | <b>\$ 416,075</b>         | <b>\$ 100,774</b>              | <b>\$ -</b>                                       | <b>\$ 33,172</b>                                             | <b>\$ -</b>                                    | <b>\$ 52,400</b>                                          |
| <b>Capital Outlay Fund Expenses:</b>                    |                           |                                |                                                   |                                                              |                                                |                                                           |
| Landscaping-Park/Tree Maint                             | \$ -                      | \$ -                           | \$ -                                              | \$ -                                                         | \$ -                                           | \$ -                                                      |
| Park Equipment & Supplies                               | -                         | -                              | -                                                 | -                                                            | 282,806                                        | 282,806                                                   |
| Encumbrances                                            | -                         | -                              | -                                                 | -                                                            | (282,806)                                      | (282,806)                                                 |
| <b>Total Capital Outlay Expenditures</b>                | <b>\$ -</b>               | <b>\$ -</b>                    | <b>\$ -</b>                                       | <b>\$ -</b>                                                  | <b>\$ -</b>                                    | <b>\$ -</b>                                               |
| <b>Development Fund Revenue:</b>                        |                           |                                |                                                   |                                                              |                                                |                                                           |
| Impact Fee-Parks & Recreation                           | \$ 175,000                | \$ 32,955                      | \$ 31,457                                         | \$ 31,457                                                    | \$ 153,761                                     | \$ 153,761                                                |
| <b>Development Fund Expenses:</b>                       |                           |                                |                                                   |                                                              |                                                |                                                           |
| Reimb to Developers & Others                            | \$ -                      | \$ -                           | \$ -                                              | \$ -                                                         | \$ -                                           | \$ -                                                      |
| Transfer to Capital Improvement Fund                    | 500,000                   | 5,683                          | 93,000                                            | 93,000                                                       | 93,000                                         | 93,000                                                    |
| Encumbrances                                            | -                         | -                              | (93,000)                                          | (93,000)                                                     | (93,000)                                       | (93,000)                                                  |
| <b>Total Capital Improvement Expenditures</b>           | <b>500,000</b>            | <b>5,683</b>                   | <b>-</b>                                          | <b>-</b>                                                     | <b>-</b>                                       | <b>-</b>                                                  |
| <b>Capital Improvement Fund Expenses:</b>               |                           |                                |                                                   |                                                              |                                                |                                                           |
| General Park Development                                | \$ -                      | \$ -                           | \$ -                                              | \$ -                                                         | \$ -                                           | \$ -                                                      |
| Ryan Creek Trail - Design                               | -                         | -                              | -                                                 | -                                                            | -                                              | -                                                         |
| Cascade Creek Trail                                     | -                         | -                              | -                                                 | -                                                            | -                                              | -                                                         |
| Pleasant View Park - Improvements                       | -                         | -                              | -                                                 | -                                                            | -                                              | -                                                         |
| Kayla's Playground - Flooring                           | -                         | -                              | -                                                 | -                                                            | -                                              | -                                                         |
| Franklin Town Hall Museum                               | -                         | -                              | -                                                 | -                                                            | -                                              | -                                                         |
| WisDOT Pathway - STH 36 from W St Martins               | -                         | -                              | -                                                 | -                                                            | -                                              | -                                                         |
| Rd to W Rawson Ave                                      | -                         | -                              | -                                                 | -                                                            | 205,600                                        | 205,600                                                   |
| WisDOT Trail - S Lovers Ln 60th to St Martins           | 89,710                    | -                              | 89,710                                            | 89,710                                                       | 1,243,327                                      | 1,243,327                                                 |
| 116th Street Trail                                      | 1,141,560                 | -                              | 1,141,560                                         | 1,141,560                                                    | 986,042                                        | 986,042                                                   |
| Improvements - Water Tower Park                         | 39,327                    | -                              | 39,327                                            | 39,327                                                       | 55,115                                         | 55,115                                                    |
| Forest Home Trail                                       | -                         | -                              | -                                                 | -                                                            | -                                              | -                                                         |
| WisDOT - Puetz Pathway                                  | 1,983,294                 | -                              | 1,983,294                                         | 1,983,294                                                    | -                                              | -                                                         |
| Encumbrances                                            | -                         | -                              | (3,218,059)                                       | (3,218,059)                                                  | (2,265,755)                                    | (2,265,755)                                               |
| <b>Total Capital Improvement Expenditures</b>           | <b>3,253,891</b>          | <b>-</b>                       | <b>35,832</b>                                     | <b>35,832</b>                                                | <b>224,329</b>                                 | <b>224,329</b>                                            |
| Less Impact Fees Transfer                               | 500,000                   | 5,683                          | 93,000                                            | 93,000                                                       | 93,000                                         | 93,000                                                    |
| <b>Net Expenditures (after Impact Fee contribution)</b> | <b>\$ 2,753,891</b>       | <b>\$ (5,683)</b>              | <b>\$ (88,625)</b>                                | <b>\$ (67,662)</b>                                           | <b>\$ (22,432)</b>                             | <b>\$ 18,135</b>                                          |

City of Franklin  
Opioid Settlement Fund  
Balance Sheet  
March 31, 2026 and 2025

| <u>Assets</u>                       | <u>2026</u>       | <u>2025</u>       |
|-------------------------------------|-------------------|-------------------|
| Cash and investments                | \$ 251,123        | \$ 207,739        |
| Accounts receivable                 | -                 | -                 |
| Prepaid Items                       | -                 | -                 |
| Line of Credit advance              | -                 | -                 |
| Total Assets                        | <u>\$ 251,123</u> | <u>\$ 207,739</u> |
| <u>Liabilities and Fund Balance</u> |                   |                   |
| Accounts payable                    | \$ -              | \$ -              |
| Assigned fund balance               | 251,123           | 207,739           |
| Total Liabilities and Fund Balance  | <u>\$ 251,123</u> | <u>\$ 207,739</u> |

Comparative Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025

|                                   | <u>2026<br/>Original<br/>Budget</u> | <u>2026<br/>Amended<br/>Budget</u> | <u>2026<br/>Year-to-Date<br/>Budget</u> | <u>2026<br/>Year-to-Date<br/>Actual</u> | <u>2025<br/>Year-to-Date<br/>Actual</u> |
|-----------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Revenue:</b>                   |                                     |                                    |                                         |                                         |                                         |
| Intergovernmental                 | \$ -                                | \$ -                               | \$ -                                    | \$ -                                    | \$ -                                    |
| Miscellaneous Income              | 43,840                              | 43,840                             | 10,960                                  | -                                       | -                                       |
| Total Revenue                     | <u>43,840</u>                       | <u>43,840</u>                      | <u>10,960</u>                           | <u>-</u>                                | <u>-</u>                                |
| <b>Expenditures:</b>              |                                     |                                    |                                         |                                         |                                         |
| Non Personnel Services            | -                                   | -                                  | -                                       | -                                       | -                                       |
| Total Expenditures                | <u>-</u>                            | <u>-</u>                           | <u>-</u>                                | <u>-</u>                                | <u>-</u>                                |
| Revenue over (under) expenditures | 43,840                              | 43,840                             | <u>10,960</u>                           | -                                       | -                                       |
| Fund balance, beginning of year   | <u>251,123</u>                      | <u>251,123</u>                     |                                         | <u>251,123</u>                          | <u>207,739</u>                          |
| Fund balance, end of period       | <u>\$ 294,963</u>                   | <u>\$ 294,963</u>                  |                                         | <u>\$ 251,123</u>                       | <u>\$ 207,739</u>                       |

**City of Franklin  
Library Fund  
Balance Sheet  
March 31, 2026 and 2025**

|                                            | <b>Operating</b>    |                     |
|--------------------------------------------|---------------------|---------------------|
|                                            | <b>2026</b>         | <b>2025</b>         |
| <b><u>Assets</u></b>                       |                     |                     |
| Cash and investments                       | \$ 1,456,000        | \$ 1,433,627        |
| Total Assets                               | <u>\$ 1,456,000</u> | <u>\$ 1,433,627</u> |
| <b><u>Liabilities and Fund Balance</u></b> |                     |                     |
| Accounts payable                           | \$ 14,234           | \$ 6,209            |
| Accrued salaries & wages                   | 18,059              | 13,850              |
| Assigned fund balance                      | 1,423,707           | 1,413,568           |
| Total Liabilities and Fund Balance         | <u>\$ 1,456,000</u> | <u>\$ 1,433,627</u> |

**Statement of Revenue, Expenses and Fund Balance - Operating Fund  
For the Three months ended March 31, 2026 and 2025**

|                                   | <b>2026<br/>Annual<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>2025<br/>Year-to-Date<br/>Actual</b> |
|-----------------------------------|-----------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b><u>Revenue</u></b>             |                                   |                                    |                                         |                                         |                                         |
| Property taxes                    | \$ 1,497,050                      | \$ 1,497,050                       | \$ 1,497,050                            | \$ 1,497,050                            | \$ 1,467,700                            |
| Reciprocal borrowing (restricted) | 71,444                            | 71,444                             | 15,151                                  | -                                       | 650                                     |
| Investment income                 | 25,000                            | 25,000                             | 6,250                                   | 9,678                                   | 14,488                                  |
| Total Revenue                     | <u>1,593,494</u>                  | <u>1,593,494</u>                   | <u>1,518,451</u>                        | <u>1,506,728</u>                        | <u>1,482,838</u>                        |
| <b><u>Expenditures:</u></b>       |                                   |                                    |                                         |                                         |                                         |
| Salaries and benefits             | 1,188,291                         | 1,188,291                          | 319,925                                 | 265,524                                 | 259,969                                 |
| Contractual services              | 4,314                             | 4,314                              | 2,865                                   | 100                                     | 6,304                                   |
| Supplies                          | 29,106                            | 29,106                             | 6,579                                   | 3,692                                   | 3,674                                   |
| Services and charges              | 93,564                            | 93,564                             | 35,494                                  | 16,969                                  | 13,057                                  |
| Facility charges                  | 170,189                           | 170,189                            | 33,915                                  | 35,587                                  | 38,123                                  |
| Capital outlay                    | 124,637                           | 124,637                            | 22,307                                  | 34,570                                  | 37,935                                  |
| Encumbrances                      | -                                 | -                                  | -                                       | -                                       | (10,000)                                |
| Total Library Costs               | <u>1,610,101</u>                  | <u>1,610,101</u>                   | <u>421,085</u>                          | <u>356,442</u>                          | <u>349,062</u>                          |
| Total expenditures                | <u>1,610,101</u>                  | <u>1,610,101</u>                   | <u>421,085</u>                          | <u>356,442</u>                          | <u>349,062</u>                          |
| Revenue over (under) expenditures | (16,607)                          | (16,607)                           | <u>1,097,366</u>                        | 1,150,286                               | 1,133,776                               |
| Fund balance, beginning of year   | <u>273,421</u>                    | <u>273,421</u>                     |                                         | <u>273,421</u>                          | <u>279,792</u>                          |
| Fund balance, end of period       | <u>\$ 256,814</u>                 | <u>\$ 256,814</u>                  |                                         | <u>\$ 1,423,707</u>                     | <u>\$ 1,413,568</u>                     |

**City of Franklin  
Tourism Commission  
Balance Sheet  
March 31, 2026 and 2025**

|                                            | <b>2026</b>       | <b>2025</b>       |
|--------------------------------------------|-------------------|-------------------|
| <b><u>Assets</u></b>                       |                   |                   |
| Cash and investments                       | \$ 689,492        | \$ 437,208        |
| Accounts receivable                        | 128,358           | 128,238           |
| Total Assets                               | <u>\$ 817,850</u> | <u>\$ 565,446</u> |
| <b><u>Liabilities and Fund Balance</u></b> |                   |                   |
| Accounts payable                           | \$ 33,596         | \$ -              |
| Assigned fund balance                      | 784,254           | 562,446           |
| Total Liabilities and Fund Balance         | <u>\$ 817,850</u> | <u>\$ 562,446</u> |

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Three months ended March 31, 2026 and 2025**

|                                   | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Amended<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>2025<br/>Year-to-Date<br/>Actual</b> |
|-----------------------------------|-------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Revenue:</b>                   |                                     |                                    |                                         |                                         |                                         |
| Room Taxes                        | \$ 418,000                          | \$ 418,000                         | \$ 239,912                              | \$ 92,328                               | \$ 39,042                               |
| Investment Income                 | 11,000                              | 11,000                             | 2,750                                   | 1,997                                   | 2,364                                   |
| Total revenue                     | <u>429,000</u>                      | <u>429,000</u>                     | <u>242,662</u>                          | <u>94,325</u>                           | <u>41,406</u>                           |
| <b>Expenditures:</b>              |                                     |                                    |                                         |                                         |                                         |
| Legal Services                    | 5,000                               | 5,000                              | 1,250                                   | -                                       | -                                       |
| Sundry Contractors                | 313,500                             | 313,500                            | 7,271                                   | 33,596                                  | 39,042                                  |
| Postage                           | 100                                 | 100                                | 25                                      | -                                       | -                                       |
| Training & Memberships            | 2,000                               | 2,000                              | -                                       | 605                                     | -                                       |
| Mileage & Technology              | 1,000                               | 1,000                              | -                                       | -                                       | -                                       |
| Tourism Events                    | 1,000                               | 1,000                              | 250                                     | -                                       | -                                       |
| Marketing                         | 100,000                             | 100,000                            | 27,742                                  | -                                       | 12                                      |
| Advertising                       | 1,000                               | 1,000                              | 250                                     | -                                       | -                                       |
| Grant Program                     | -                                   | -                                  | -                                       | -                                       | -                                       |
| Capital Outlay                    | 5,000                               | 5,000                              | 1,250                                   | -                                       | 35,565                                  |
| Encumbrances                      | -                                   | -                                  | -                                       | -                                       | -                                       |
| Total expenditures                | <u>428,600</u>                      | <u>428,600</u>                     | <u>38,038</u>                           | <u>34,201</u>                           | <u>74,619</u>                           |
| Revenue over (under) expenditures | 400                                 | 400                                | <u>204,624</u>                          | 60,124                                  | (33,213)                                |
| Fund balance, beginning of year   | <u>724,130</u>                      | <u>724,130</u>                     |                                         | <u>724,130</u>                          | <u>595,658</u>                          |
| Fund balance, end of period       | <u>\$ 724,530</u>                   | <u>\$ 724,530</u>                  |                                         | <u>\$ 784,254</u>                       | <u>\$ 562,445</u>                       |

**City of Franklin**  
**Solid Waste Collection Fund**  
**Balance Sheet**  
**March 31, 2026 and 2025**

| <b><u>Assets</u></b>                       | <b><u>2026</u></b>         | <b><u>2025</u></b>         |
|--------------------------------------------|----------------------------|----------------------------|
| Cash and investments                       | \$ 2,292,364               | \$ 2,176,533               |
| Tax Receivables                            | 46                         | 46                         |
| Accrued Receivables                        | 362                        | 1,130                      |
| <b>Total Assets</b>                        | <b><u>\$ 2,292,772</u></b> | <b><u>\$ 2,177,709</u></b> |
| <b><u>Liabilities and Fund Balance</u></b> |                            |                            |
| Accounts payable                           | \$ -                       | \$ -                       |
| Unearned Revenue                           | (800)                      | (800)                      |
| Restricted fund balance                    | 2,293,572                  | 2,179,509                  |
| <b>Total Liabilities and Fund Balance</b>  | <b><u>\$ 2,292,772</u></b> | <b><u>\$ 2,178,709</u></b> |

**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2026 and 2025**

|                                          | <b><u>2026<br/>Original<br/>Budget</u></b> | <b><u>2026<br/>YTD<br/>Budget</u></b> | <b><u>2026<br/>Year-to-Date<br/>Actual</u></b> | <b><u>2025<br/>Year-to-Date<br/>Actual</u></b> |
|------------------------------------------|--------------------------------------------|---------------------------------------|------------------------------------------------|------------------------------------------------|
| <b>Revenue:</b>                          |                                            |                                       |                                                |                                                |
| Grants                                   | \$ 69,000                                  | \$ -                                  | \$ -                                           | \$ -                                           |
| User Fees                                | 1,887,280                                  | 1,883,442                             | 1,883,639                                      | 1,866,735                                      |
| Landfill Operations-tippage              | 505,000                                    | 93,544                                | 115,825                                        | 67,037                                         |
| Investment Income                        | 80,000                                     | 19,868                                | 16,451                                         | 23,664                                         |
| Sale of Recyclables                      | -                                          | -                                     | 1,513                                          | 3,544                                          |
| <b>Total Revenue</b>                     | <b><u>2,541,280</u></b>                    | <b><u>1,996,854</u></b>               | <b><u>2,017,428</u></b>                        | <b><u>1,960,980</u></b>                        |
| <b>Expenditures:</b>                     |                                            |                                       |                                                |                                                |
| Personnel Services                       | 18,303                                     | 4,928                                 | -                                              | -                                              |
| Refuse Collection                        | 895,000                                    | 179,560                               | 149,586                                        | 144,470                                        |
| Recycling Collection                     | 895,000                                    | 178,642                               | 147,307                                        | 142,125                                        |
| Leaf & Brush Pickups                     | 72,640                                     | 141                                   | -                                              | 202                                            |
| Tippage Fees                             | 595,000                                    | 78,781                                | 98,993                                         | 90,509                                         |
| Miscellaneous                            | -                                          | -                                     | 363                                            | 298                                            |
| Printing                                 | 1,500                                      | 375                                   | -                                              | -                                              |
| Encumbrances                             | -                                          | -                                     | -                                              | -                                              |
| <b>Total Expenditures</b>                | <b><u>2,477,443</u></b>                    | <b><u>442,427</u></b>                 | <b><u>396,249</u></b>                          | <b><u>377,604</u></b>                          |
| <b>Revenue over (under) expenditures</b> | <b>63,837</b>                              | <b><u>1,554,427</u></b>               | <b>1,621,179</b>                               | <b>1,583,376</b>                               |
| <b>Fund balance, beginning of year</b>   | <b><u>372,393</u></b>                      |                                       | <b><u>672,393</u></b>                          | <b><u>595,133</u></b>                          |
| <b>Fund balance, end of period</b>       | <b><u>\$ 436,230</u></b>                   |                                       | <b><u>\$ 2,293,572</u></b>                     | <b><u>\$ 2,178,509</u></b>                     |

**City of Franklin  
Sanitary Sewer Fund  
Comparative Balance Sheet  
March 31, 2026 and 2025**

|                                                 | <u>2026</u>                 | <u>2025</u>                 |
|-------------------------------------------------|-----------------------------|-----------------------------|
| <b><u>Assets</u></b>                            |                             |                             |
| Current assets:                                 |                             |                             |
| Cash and investments                            | \$ 3,484,026                | \$ 3,597,687                |
| Accounts receivable                             | 1,505,453                   | 1,410,053                   |
| Due from other funds                            | 750,000                     | -                           |
| Miscellaneous receivable                        | 350,469                     | 350,469                     |
| Total current assets                            | <u>6,089,948</u>            | <u>5,358,209</u>            |
| Non current assets:                             |                             |                             |
| Due from MMSD                                   | 10,857,183                  | 10,857,183                  |
| Sanitary Sewer plant in service:                |                             |                             |
| Land                                            | 770,135                     | 770,135                     |
| Buildings and improvements                      | 3,149,549                   | 3,189,549                   |
| Improvements other than buildings               | 1,205,216                   | 1,175,029                   |
| Machinery and equipment                         | 97,797,284                  | 95,404,874                  |
| Construction in progress                        | -                           | -                           |
|                                                 | <u>102,922,184</u>          | <u>100,539,587</u>          |
| Less accumulated depreciation                   | <u>(38,618,295)</u>         | <u>(36,247,174)</u>         |
| Net sanitary sewer plant in service             | <u>64,303,889</u>           | <u>64,292,413</u>           |
| Deferred assets:                                |                             |                             |
| Pension assets                                  | <u>566,230</u>              | <u>566,230</u>              |
| Total Assets                                    | <u><u>\$ 81,817,250</u></u> | <u><u>\$ 81,074,035</u></u> |
| <b><u>Liabilities and Net Assets</u></b>        |                             |                             |
| Current liabilities:                            |                             |                             |
| Accounts payable                                | \$ 14,107                   | \$ 7,855                    |
| Accrued liabilities                             | 888,081                     | 861,174                     |
| Due to General Fund - non-interest bearing      | <u>74,139</u>               | <u>74,139</u>               |
| Total current liabilities                       | 976,327                     | 943,168                     |
| Non current liabilities:                        |                             |                             |
| Accrued compensated absences                    | 55,063                      | 48,056                      |
| Pension liability (GASB 68)                     | 35,967                      | 35,967                      |
| Bonds Payable with Premium                      | 2,794,058                   | 2,794,058                   |
| General Obligation Notes payable - CWF          | <u>10,857,183</u>           | <u>10,857,183</u>           |
| Total liabilities                               | <u>14,718,598</u>           | <u>14,678,432</u>           |
| Deferred inflows:                               |                             |                             |
| Pension liabilities                             | 292,735                     | 292,735                     |
| Net Assets:                                     |                             |                             |
| Invested in capital assets, net of related debt | 53,446,706                  | 53,435,230                  |
| Restricted balances - LT receivable             | 10,857,183                  | 10,857,183                  |
| Retained earnings                               | <u>2,502,028</u>            | <u>1,810,455</u>            |
| Total net assets                                | <u>66,805,917</u>           | <u>66,102,868</u>           |
| Total Liabilities and Net Assets                | <u><u>\$ 81,817,250</u></u> | <u><u>\$ 81,074,035</u></u> |



**City of Franklin  
Sanitary Sewer Fund  
Statement of Revenue, Expenditures,  
and Changes in Net Assets  
For the Three months ended March 31, 2026 and 2025**

|                                                   | 2026<br>Amended<br>Budget | 2026<br>Year-to-Date<br>Budget | Current<br>Year-to-Date<br>Totals | Prior<br>Year-to-Date<br>Totals |
|---------------------------------------------------|---------------------------|--------------------------------|-----------------------------------|---------------------------------|
| <b>Operating Revenue</b>                          |                           |                                |                                   |                                 |
| Residential                                       | \$ 3,200,000              | \$ 797,515                     | \$ 785,765                        | \$ 745,199                      |
| Commercial                                        | 910,000                   | 205,369                        | 207,702                           | 197,651                         |
| Industrial                                        | 450,000                   | 112,305                        | 135,055                           | 105,360                         |
| Public Authority                                  | 220,000                   | 55,331                         | 50,319                            | 51,553                          |
| Penalties/Other                                   | 34,500                    | 4,491                          | 5,344                             | 4,819                           |
| Multi Family                                      | 785,000                   | 196,250                        | 185,188                           | 181,210                         |
| <b>Total Operating Revenue</b>                    | <b>5,599,500</b>          | <b>1,371,261</b>               | <b>1,369,373</b>                  | <b>1,285,792</b>                |
| <b>Operating Expenditures</b>                     |                           |                                |                                   |                                 |
| Salaries and benefits                             | \$ 612,858                | \$ 165,000                     | \$ 142,505                        | \$ 164,338                      |
| Contractual services                              | 204,800                   | 66,608                         | 78,093                            | 60,192                          |
| Supplies                                          | 119,002                   | 29,750                         | 12,430                            | 18,192                          |
| Facility charges                                  | 69,000                    | 19,024                         | 25,673                            | 19,014                          |
| Shared meter costs                                | 7,000                     | 1,750                          | -                                 | -                               |
| Sewer service - MMSD                              | 3,575,000                 | -                              | 860,945                           | 809,175                         |
| Other operating costs                             | 33,700                    | 8,832                          | 4,709                             | 5,532                           |
| Allocated expenses                                | 185,400                   | 46,350                         | 46,348                            | 43,994                          |
| Sewer improvements                                | 69,175                    | -                              | 72,043                            | 141,389                         |
| Depreciation                                      | 375,000                   | 93,750                         | 93,750                            | 93,750                          |
| Encumbrances                                      | -                         | -                              | (69,175)                          | (64,009)                        |
| <b>Total operating expenditures</b>               | <b>5,250,935</b>          | <b>431,064</b>                 | <b>1,267,321</b>                  | <b>1,291,567</b>                |
| <b>Operating Income (Loss)</b>                    | <b>348,565</b>            | <b>940,197</b>                 | <b>102,052</b>                    | <b>(5,775)</b>                  |
| <b>Non-Operating Revenue (Expenditures)</b>       |                           |                                |                                   |                                 |
| Intergovernmental                                 | 750,000                   | 187,500                        | -                                 | 1,007,537                       |
| Miscellaneous income                              | 2,000                     | 775                            | 15                                | (115)                           |
| Property sale                                     | 5,000                     | 1,250                          | -                                 | -                               |
| Refunds/Reimbursements                            | -                         | -                              | -                                 | -                               |
| Investment income                                 | 273,865                   | 68,466                         | 25,579                            | 25,818                          |
| Interest expense                                  | (268,910)                 | (67,228)                       | (28,675)                          | (30,250)                        |
| Principal Expense                                 | (115,000)                 | (28,750)                       | (115,000)                         | (105,000)                       |
| Capital expenditures                              | (241,387)                 | (15,750)                       | (179,716)                         | (22,771)                        |
| Encumbrances                                      | -                         | -                              | 173,705                           | -                               |
| <b>Total non-operating revenue (expenditures)</b> | <b>405,568</b>            | <b>146,263</b>                 | <b>(124,092)</b>                  | <b>875,219</b>                  |
| <b>Income (Loss) before Capital Contributions</b> | <b>754,133</b>            | <b>1,086,460</b>               | <b>(22,040)</b>                   | <b>869,444</b>                  |
| Retained Earnings- Beginning                      | 2,430,317                 | 2,430,317                      | 2,430,317                         | 847,261                         |
| Transfer (to) from Invested in Capital Assets     | (245,867)                 | (61,467)                       | 93,751                            | 93,750                          |
| <b>Retained Earnings- Ending</b>                  | <b>2,938,583</b>          | <b>3,455,310</b>               | <b>2,502,028</b>                  | <b>1,810,455</b>                |
| <b>Capital Contributions</b>                      | <b>1,000,000</b>          | <b>250,000</b>                 | <b>-</b>                          | <b>-</b>                        |
| Depreciation - CIAC                               | (2,000,000)               | (500,000)                      | (500,010)                         | (515,010)                       |
| Transfer (to) from Retained Earnings              | 245,867                   | 61,467                         | (93,751)                          | (93,750)                        |
| Change in Net Investment in Capital Assets        | (754,133)                 | (188,533)                      | (593,761)                         | (608,760)                       |
| Net Investment in Capital Assets-Beginning        | 64,897,651                | 64,897,651                     | 64,897,651                        | 64,901,173                      |
| <b>Net Investment in Capital Assets-Ending</b>    | <b>64,143,518</b>         | <b>64,709,118</b>              | <b>64,303,889</b>                 | <b>64,292,413</b>               |
| <b>Total net assets</b>                           | <b>\$ 67,082,101</b>      | <b>\$ 68,164,428</b>           | <b>\$ 66,805,917</b>              | <b>\$ 66,102,868</b>            |

**City of Franklin  
Sanitary Sewer Fund  
Statement of Cash Flows  
For the Three months ended March 31, 2026 and 2025**

|                                                                                            | <u>2026</u>         | <u>2025</u>         |
|--------------------------------------------------------------------------------------------|---------------------|---------------------|
| <b>Cash Flows from Operating Activities</b>                                                |                     |                     |
| Operating income (loss)                                                                    | \$ 102,052          | \$ (5,775)          |
| Adjustments to reconcile operating income to<br>net cash provided by operating activities: |                     |                     |
| Depreciation                                                                               | 93,750              | 93,750              |
| allocated from water utility                                                               | -                   |                     |
| (Increase) decrease in assets:                                                             |                     |                     |
| Accounts receivable                                                                        | (94,894)            | (95,950)            |
| Taxes receivable                                                                           | 237,784             | -                   |
| Due from other funds                                                                       | -                   | -                   |
| Due from MMSD & Other Governments                                                          |                     |                     |
| Miscellaneous receivable                                                                   | -                   | 226,847             |
| Increase (decrease) in liabilities:                                                        |                     |                     |
| Accounts payable                                                                           | (1,010,802)         | (767,048)           |
| Accrued expenses                                                                           | 860,945             | 809,175             |
| GASB 68 pension                                                                            | -                   | -                   |
| Compensated absences reserve                                                               | -                   |                     |
| Total Adjustments                                                                          | <u>86,783</u>       | <u>266,774</u>      |
| <b>Net Cash Provided by Operating Activities</b>                                           | <u>\$ 188,835</u>   | <u>\$ 260,999</u>   |
| <br><b>Cash Flows From Capital &amp; Related Financing Activities</b>                      |                     |                     |
| Due from MMSD & Other Governments                                                          | -                   | -                   |
| Capital debt & premium on capital debt                                                     | -                   |                     |
| Notes payable                                                                              | -                   | -                   |
| Principal Expense                                                                          | (115,000)           | (105,000)           |
| Acquisition of capital assets                                                              | (6,010)             | (22,771)            |
| Investment in deferred assets/liabilities                                                  | -                   |                     |
| <b>Net Cash Provided (Used) in Capital<br/>and Financing Activities</b>                    | <u>(121,010)</u>    | <u>(127,771)</u>    |
| <br><b>Cash Flows from Investing Activities</b>                                            |                     |                     |
| Interest and other income                                                                  | 25,594              | 1,033,240           |
| Interest expense                                                                           | <u>(28,675)</u>     | <u>(30,250)</u>     |
| <br><b>Net Change in Cash and Cash Equivalents</b>                                         | 64,744              | 1,136,218           |
| <br><b>Cash and Cash Equivalents, beginning of period</b>                                  | 3,419,282           | 2,461,469           |
| <br><b>Cash and Cash Equivalents, end of period</b>                                        | <u>\$ 3,484,026</u> | <u>\$ 3,597,687</u> |

**City of Franklin**  
**Self Insurance Fund - Actives**  
**Balance Sheet**  
**March 31, 2026 and 2025**

| <b><u>Assets</u></b>                      | <b>2026</b>         | <b>2025</b>         |
|-------------------------------------------|---------------------|---------------------|
| Cash and investments                      | \$ 2,114,458        | \$ 2,446,516        |
| Accounts receivable                       | 649                 | 648                 |
| Prepaid expenses                          | -                   | -                   |
| <b>Total Assets</b>                       | <b>\$ 2,115,107</b> | <b>\$ 2,447,164</b> |
| <b><u>Liabilities and Net Assets</u></b>  |                     |                     |
| Accounts payable                          | \$ (47,878)         | \$ 48,269           |
| Claims payable                            | 210,000             | 210,000             |
| Unrestricted net assets                   | 1,952,985           | 2,188,895           |
| <b>Total Liabilities and Fund Balance</b> | <b>\$ 2,115,107</b> | <b>\$ 2,447,164</b> |

**City of Franklin Self Insurance Fund - Actives**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2026 and 2025**

|                                   | <b>2026<br/>Original<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Budget</b> | <b>2026<br/>Year-to-Date<br/>Actual</b> | <b>2025<br/>Year-to-Date<br/>Actual</b> |
|-----------------------------------|-------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <b>Revenue</b>                    |                                     |                                         |                                         |                                         |
| Medical Premiums-City             | \$ 3,285,140                        | \$ 840,749                              | \$ 736,003                              | \$ 745,811                              |
| Medical Premiums-Employee         | 537,805                             | 136,125                                 | 131,963                                 | 124,425                                 |
| Other - Invest Income, Rebates    | 193,000                             | 48,250                                  | 112,071                                 | 63,210                                  |
| Medical Revenue                   | <u>4,015,945</u>                    | <u>1,025,124</u>                        | <u>980,037</u>                          | <u>933,447</u>                          |
| Dental Premiums-City              | 145,000                             | 29,943                                  | 25,557                                  | 26,690                                  |
| Dental Premiums-Retirees          | 3,000                               | 1,486                                   | 1,501                                   | 648                                     |
| Dental Premiums-Employee          | 70,000                              | 17,292                                  | 11,842                                  | 14,366                                  |
| Dental Revenue                    | <u>218,000</u>                      | <u>48,721</u>                           | <u>38,900</u>                           | <u>41,704</u>                           |
| <b>Total Revenue</b>              | <b><u>4,233,945</u></b>             | <b><u>1,073,845</u></b>                 | <b><u>1,018,937</u></b>                 | <b><u>975,150</u></b>                   |
| <b>Expenditures:</b>              |                                     |                                         |                                         |                                         |
| <b>Medical</b>                    |                                     |                                         |                                         |                                         |
| Medical claims                    | 3,032,000                           | 746,533                                 | 838,984                                 | 454,666                                 |
| Prescription drug claims          | 490,000                             | 122,500                                 | 192,335                                 | 178,843                                 |
| Refunds-Stop Loss Coverage        | -                                   | -                                       | (127,087)                               | (159,229)                               |
| Total Claims                      | <u>3,522,000</u>                    | <u>869,033</u>                          | <u>904,232</u>                          | <u>474,281</u>                          |
| Medical Claim Fees                | 147,000                             | 37,714                                  | 68,982                                  | 60,927                                  |
| Stop Loss Premiums                | 643,000                             | 166,856                                 | 191,760                                 | 199,137                                 |
| Other - Miscellaneous             | 2,700                               | 675                                     | 7,853                                   | 7,406                                   |
| HSA Contributions                 | 177,000                             | 47,654                                  | 39,625                                  | 39,563                                  |
| Plan Administration               | 51,000                              | 12,750                                  | 12,750                                  | 12,360                                  |
| Total Medical Costs               | <u>4,542,700</u>                    | <u>1,134,682</u>                        | <u>1,225,202</u>                        | <u>793,673</u>                          |
| <b>Dental</b>                     |                                     |                                         |                                         |                                         |
| Active Employees & COBRA          | 196,462                             | 49,095                                  | 42,565                                  | 33,571                                  |
| Retiree                           | -                                   | -                                       | 116                                     | 15                                      |
| Total Dental Costs                | <u>196,462</u>                      | <u>49,095</u>                           | <u>42,681</u>                           | <u>33,586</u>                           |
| Claims contingency                |                                     |                                         | -                                       | -                                       |
| <b>Total Expenditures</b>         | <b><u>4,739,162</u></b>             | <b><u>1,183,777</u></b>                 | <b><u>1,267,883</u></b>                 | <b><u>827,259</u></b>                   |
| Revenue over (under) expenditures | (505,217)                           | <u>\$ (109,932)</u>                     | (248,946)                               | 147,892                                 |
| Net assets, beginning of year     | <u>2,201,931</u>                    |                                         | <u>2,201,931</u>                        | <u>2,041,003</u>                        |
| Net assets, end of period         | <b><u>\$ 1,696,714</u></b>          |                                         | <b><u>\$ 1,952,985</u></b>              | <b><u>\$ 2,188,895</u></b>              |

**City of Franklin**  
**City of Franklin Post Employment Benefits Trust**  
**Balance Sheet**  
**March 31, 2026 and 2025**

| <b><u>Assets</u></b>                      | <b><u>2026</u></b>   | <b><u>2025</u></b>  |
|-------------------------------------------|----------------------|---------------------|
| Cash and investments                      | \$ (762,882)         | \$ (596,398)        |
| Investments held in trust - Fixed Inc     | 3,800,270            | 3,634,502           |
| Investments held in trust - Equities      | 7,733,836            | 6,605,754           |
| Accounts receivable                       | 67,787               | 71,044              |
| <b>Total Assets</b>                       | <b>\$ 10,839,011</b> | <b>\$ 9,714,902</b> |
| <b><u>Liabilities and Net Assets</u></b>  |                      |                     |
| Accounts payable                          | \$ (2,759)           | \$ 19,916           |
| Claims payable                            | 60,000               | 60,000              |
| Net assets held in trust for post empl    | 10,781,770           | 9,634,986           |
| <b>Total Liabilities and Fund Balance</b> | <b>\$ 10,839,011</b> | <b>\$ 9,714,902</b> |

**City of Franklin Post Employment Benefits Trust**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Three months ended March 31, 2026 and 2025**

|                                          | <b><u>2026</u></b>         | <b><u>2025</u></b>         |
|------------------------------------------|----------------------------|----------------------------|
| <b><u>Revenue</u></b>                    | <b><u>Year-to-Date</u></b> | <b><u>Year-to-Date</u></b> |
|                                          | <b><u>Actual</u></b>       | <b><u>Actual</u></b>       |
| ARC Medical Charges - City               | \$ 110,974                 | \$ 111,112                 |
| Medical Charges - Retirees               | 132,891                    | 145,524                    |
| <b>Medical Revenue</b>                   | <b>243,865</b>             | <b>256,636</b>             |
| <b>Expenditures:</b>                     |                            |                            |
| <b>Retirees-Medical</b>                  |                            |                            |
| Medical claims                           | 96,486                     | 88,595                     |
| Prescription drug claims                 | 60,748                     | 49,896                     |
| Refunds-Stop Loss Coverage               | (20,110)                   | (7,446)                    |
| <b>Total Claims-Retirees</b>             | <b>137,124</b>             | <b>131,045</b>             |
| Medical Claim Fees                       | 13,977                     | 12,275                     |
| Stop Loss Premiums                       | 37,177                     | 41,141                     |
| Miscellaneous Expense                    | 113                        | 7,866                      |
| <b>Total Medical Costs-Retirees</b>      | <b>188,391</b>             | <b>192,327</b>             |
| <b>Revenue over (under) expenditures</b> | <b>55,474</b>              | <b>64,309</b>              |
| Annual Required Contribution-Net         | (36,481)                   | (23,149)                   |
| Other - Investment Income, etc.          | (239,819)                  | (70,009)                   |
| <b>Total Revenues</b>                    | <b>(276,300)</b>           | <b>(93,158)</b>            |
| <b>Net Revenues (Expenditures)</b>       | <b>(220,826)</b>           | <b>(28,849)</b>            |
| <b>Net assets, beginning of year</b>     | <b>11,002,596</b>          | <b>9,663,835</b>           |
| <b>Net assets, end of period</b>         | <b>\$ 10,781,770</b>       | <b>\$ 9,634,986</b>        |

|                                          |                                                                                                                       |                                          |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                 | <b>MEETING DATE</b><br>September 1, 2026 |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>RESOLUTION DESIGNATING SIGNATURES<br/>FOR CHECKS AND ORDERS PURSUANT TO<br/>SECTION 66.0607 WISCONSIN STATUTES</b> | <b>ITEM NUMBER</b><br>G.10.              |

**Background**

US Bank NA is our banking depository. The City of Franklin has four accounts there.

|                             |                                    |
|-----------------------------|------------------------------------|
| General Checking            | Property Tax Money Market Checking |
| Special Clearances Checking | Payroll Checking                   |

City policy required three signatures on all checks:

- . The Mayor or Common Council President
- . The Clerk or Deputy Clerk
- . The Treasurer or Deputy Treasurer.

The recent change in multiple staff members necessitates a change in the notice to our depository bank of the authorized signatories on the accounts. The current Deputy Treasurer is retiring at the end of June, and the City needs to designate an interim signor. In order to keep the segregation of duties in compliance, the Director of Finance/Treasurer is requesting the Accounting Supervisor be the designated signor in place of the Deputy Treasurer until the full restructure of the Finance Department is complete.

**Recommendation**

That the signatures on the attached resolution be the authorized signors on the US Bank accounts.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2026-\_\_\_\_\_ Designating signatures for checks and orders pursuant to section 66.0607 Wisconsin Statutes.

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_

A RESOLUTION DESIGNATING SIGNATURES FOR CHECKS AND ORDERS  
PURSUANT TO SECTION 66.0607 WISCONSIN STATUTES

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WHEREAS, US Bank, N.A. is designated as a public depository for the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that withdrawal or disbursement from the above-named depository shall be by checks or orders as provided in Section 66.0607 of the Wisconsin Statutes; that in accordance with, all checks and orders shall have three signatures. The Mayor or Acting Mayor, the Director of Finance and Treasurer or Accounting Supervisor and the City Clerk or Deputy City Clerk shall be the three signatures and shall be so honored, and

BE IT FURTHER RESOLVED that in lieu of their personal signatures, the following facsimile signatures, which have been adopted by them, as below shown, may be affixed on such checks and orders; that the above-named depository shall be fully warranted and protected in making payment on any check or order bearing such facsimile notwithstanding that the same may have been placed thereon without the authority of the designated person or persons.

TITLE/NAME/SIGNATURE:

FACSIMILE  
SIGNATURE

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Mayor, John R. Nelson

---

City Clerk, Shirley J. Roberts

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Director of Finance & Treasurer, Danielle L. Brown

---

Michelle Eichmann, Common Council President when Acting Mayor

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Deputy City Clerk, Margaret Poplar

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Deputy Treasurer, Sarah Bean

BE IT FURTHER RESOLVED that the City Clerk of the City of Franklin is hereby authorized and directed to certify to these Public Depositories the foregoing resolution and that the provisions thereof are in conformity with the Articles of Incorporation and Bylaws of the City of Franklin and to certify to these Public Depositories the names of the persons now holding the offices of Mayor, Acting Mayor, Director of Finance & Treasurer, Accounting Supervisor, City Clerk and Deputy City Clerk and any changes thereafter in the persons holding said offices together with specimens of the signature of such present and future officers, and

BE IT FURTHER RESOLVED that the authority granted to the named officers of the City of Franklin shall continue in full force and effect and these Public Depositories may rely thereon in dealing with such officers, unless and until written notice of any change in or revocation of such authority shall be delivered to these Public Depositories by an officer or director of the City of Franklin, and any action taken by said officers and relied on by these Public Depositories pursuant to the authority granted herein to its receipt of such written notice shall be fully and conclusively binding on the City of Franklin, and.

BE IT FURTHER RESOLVED that these resolutions shall be in effect on \_\_\_\_\_ day of \_\_\_\_\_, 2026 and continue in force until express written notice of their rescission or modification has been furnished to and received by the Bank, and

BE IT FINALLY RESOLVED that any and all transactions by or on the behalf of the depositor with the Bank prior to the adoption of this resolution be, and the same hereby are, in all respects ratified, approved and confirmed.

Passed and adopted by 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<br>COUNCIL ACTION                                                                                                                                                                                                                        | MEETING DATE<br>September 1, 2026 |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| REPORTS &<br>RECOMMENDATIONS | AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE \$19,500 OF CONTINGENCY APPROPRIATIONS FOR PROFESSIONAL SERVICES NECESSARY TO CLAIM THE FEDERAL SOLAR INVESTMENT TAX CREDITS | ITEM NUMBER<br><br>G.11.          |

### **Background**

The City of Franklin has contracted with Johnson Controls for the installation of solar panels at the City Library and Fire Department Station 1. As a result of these installations, the City is eligible to pursue federal solar investment tax credits available under the Inflation Reduction Act.

The City is required to complete the necessary analysis and federal tax filings within the required timeframe, including meeting the November 15, 2026, filing deadline.

The extensive technical, accounting, tax, cost-segregation, and documentation work necessary to properly calculate and claim the available credits is outside the scope of the City's existing staff resources and expertise. The City has therefore engaged its independent auditors, CliftonLarsonAllen LLP (CLA), to perform the specialized services necessary to complete the required filings.

The professional services agreement with CLA is presented as the item immediately following this budget amendment on the September 1, 2026, Common Council agenda.

### **Fiscal Note**

The proposed \$19,500 expenditure is an unanticipated, one-time expense that was not included in the City's adopted budget. The expense is necessary to obtain specialized professional assistance to properly determine and claim the federal solar investment tax credits associated with the City's solar installations at the Library and Fire Department.

Funding will be provided using General Fund contingency funds. Approval of this budget amendment will allow the City to enter into the related professional services agreement with CLA while maintaining the overall adopted General Fund budget at its current level.

The city has approximately \$772,000 in contingency remaining for 2026.

### **COUNCIL ACTION REQUESTED**

Motion adopting Ordinance No. 2026-\_\_\_\_\_, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund to Provide \$19,500 of Contingency Appropriations for Professional Services Necessary to Claim the Federal Solar Investment Tax Credits.

### **Roll Call Vote Required**

Parks / Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$19,500 OF CONTINGENCY APPROPRIATIONS FOR PROFESSIONAL SERVICES NECESSARY TO CLAIM THE FEDERAL SOLAR INVESTMENT TAX CREDITS

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

WHEREAS, the City of Franklin has contracted with Johnson Controls for the installation of solar panels at the City Library and Fire Department; and

WHEREAS, the installation of the solar photovoltaic systems makes the City eligible to pursue federal solar investment tax credits available under the Inflation Reduction Act and applicable federal provisions; and

WHEREAS, the city is required to complete and submit the necessary federal filings and supporting documentation within the applicable filing timeframe, including the November 15, 2026 deadline; and

WHEREAS, the city has engaged CliftonLarsonAllen LLP ("CLA"), the City's independent auditors, to perform the professional services necessary to assist the city in properly calculating and claiming the applicable federal solar investment tax credits; and

WHEREAS, the cost of the professional services is \$19,500; and

WHEREAS, sufficient funds are available in the General Fund contingency account to fund this unanticipated expenditure; and

WHEREAS, the Common Council has determined that amending the 2026 General Fund budget to provide funding for these professional services is in the best interest of the City and will allow the City to pursue federal solar investment tax credits associated with the City's solar installations.

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

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

General Fund

|             |                          |          |          |
|-------------|--------------------------|----------|----------|
| Finance     | Professional Services    | Increase | \$19,500 |
| Contingency | Unrestricted Contingency | Decrease | \$19,500 |

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

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

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

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

APPROVED:

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

ATTEST:

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

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

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|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR<br/>COMMON COUNCIL ACTION</b>                                                                                                                                                                                                                                       | <b>MEETING DATE</b><br>September 1, 2026 |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>Resolution to Authorize Certain Officials to Execute an<br/>Additional Statement of Work with CliftonLarsonAllen<br/>LLP for Professional Services Related to the Preparation<br/>and Filing of the City's Federal Solar Investment Tax<br/>Credit Return and Related Forms</b> | <b>ITEM NUMBER</b><br><br>G.12.          |

### **Background**

The City has contracted with Johnson Controls for the installation of solar panels at the City Library and Fire Department Station #1. As a result of these solar installations, the City is eligible to pursue federal solar investment tax credits made available under the Inflation Reduction Act.

Although the City is a tax-exempt governmental entity, the Inflation Reduction Act provides an opportunity for eligible tax-exempt entities to receive the value of certain federal clean energy tax credits through the elective pay/direct pay provisions. The City is required to complete and submit the applicable filings within the required federal timeframe, with the filing deadline for this project being November 15, 2026.

The work necessary to properly analyze the solar projects, determine the applicable credits, perform the required calculations, and prepare the associated federal tax forms is specialized and extensive and is outside the scope of the City's existing staff resources and expertise.

To ensure the city properly maximizes the available credits and complies with all applicable federal requirements, the City has engaged its independent auditors, CliftonLarsonAllen LLP (CLA), to perform the necessary professional services.

**Based on the preliminary information given to CLA, they estimate the credit for the city to receive will be between \$175,000 and \$200,000.**

### **Analysis**

CliftonLarsonAllen LLP will provide the following services:

1. Technical System Analysis and Cost Segregation
2. Detailed Calculation of Applicable Credits
3. Domestic Content Bonus Credit Analysis, if Requested
4. Prepare the City's Form 990-T, Exempt Organization Business Income Tax Return, and the related Form 3800, General Business Credit, and Form 3468, Investment Credit forms necessary to claim the applicable credits.
5. A summary memorandum outlining the methodology used, applicable assumptions, analysis performed, and results of the credit analysis.

### **Recommendation**

Staff recommends that the Common Council approve the professional services agreement with CliftonLarsonAllen LLP in the amount of \$19,500 to perform the necessary analysis, calculations, tax return preparation, and supporting documentation required to pursue the City's eligible federal solar investment tax credits.

Engaging CLA will provide the city with the specialized tax expertise necessary to accurately calculate and document the credits and meet the November 15, 2026 filing deadline.

This agreement constitutes a statement of work under the city's and CLA's master service agreement (MSA), dated December 13, 2022, or any superseding MSA.

**Fiscal Note**

The cost of the CliftonLarsonAllen LLP professional services agreement is \$19,500.

This is an unanticipated, one-time expense associated with the City's solar panel installations and the opportunity to obtain federal solar investment tax credits. The expense was not included in the City's adopted budget.

Funding for the agreement will require a budget amendment utilizing contingency funds within the General Fund. The necessary budget amendment is presented as the item immediately preceding this item on the September 1, 2026 Common Council agenda.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2026-\_\_\_\_\_, a Resolution to Authorize Certain Officials to Execute an Additional Statement of Work with CliftonLarsonAllen LLP for Professional Services Related to the Preparation and Filing of the City's Federal Solar Investment Tax Credit Return and Related Forms.

Finance Dept – DB



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - \_\_\_\_\_

A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE AN  
ADDITIONAL STATEMENT OF WORK WITH CLIFTONLARSONALLEN LLP FOR  
PROFESSIONAL SERVICES RELATED TO THE PREPARATION AND FILING OF THE  
CITY'S FEDERAL SOLAR INVESTMENT TAX CREDIT RETURN AND RELATED  
FORMS

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WHEREAS, the City of Franklin has contracted with Johnson Controls for the installation of solar photovoltaic panels at the City Library and Fire Department Station 1; and

WHEREAS, the installation of the solar systems makes the City eligible to pursue federal solar investment tax credits available under the Inflation Reduction Act and related federal provisions applicable to tax-exempt governmental entities; and

WHEREAS, in order to receive the applicable federal solar investment tax credits, the City is required to complete and file the appropriate federal tax forms and supporting documentation by the applicable filing deadline of November 15, 2026; and

WHEREAS, CliftonLarsonAllen LLP ("CLA"), the City's independent auditors, possesses the specialized expertise necessary to perform the analysis and prepare the required documentation and tax filings associated with the solar investment tax credits; and

WHEREAS, the proposed professional services agreement with CLA is in the amount of \$19,500; and

WHEREAS, the expenditure for these professional services was not anticipated or included in the City's adopted budget and represents a one-time, unanticipated expense necessary to facilitate the City's ability to claim the available federal solar investment tax credits; and

WHEREAS, funding for the professional services agreement will require a budget amendment utilizing General Fund contingency funds; and

WHEREAS, the associated budget amendment is presented to the Common Council as the item immediately preceding this Resolution on the September 1, 2026 agenda; and

WHEREAS, the Common Council finds that engaging CLA to perform the necessary technical, accounting, tax, and cost-segregation services is in the best interest of the City to ensure that the applicable federal solar investment tax credits are accurately calculated, properly documented, and claimed within the required federal timeframe.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the additional statement of work to provide professional services related to the preparation and filing of the City's federal solar investment tax credit return and related forms with CliftonLarson LLP, in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 \_\_\_\_\_



Date: August 24, 2026

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated December 13, 2022, or any superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Franklin, WI ("you," "your," or "the entity"). The purpose of this SOW is to confirm our understanding of the scope of services, responsibilities, limitations, and related terms of our engagement for the year ended December 31, 2025.

### **Our responsibility to you**

We will provide assistance with your solar investment tax credits under the Inflation Reduction Act. This agreement confirms the scope, limitations, and related terms of our engagement.

Specific services will include:

- Technical system analysis and cost segregation to determine eligible basis for your investment tax credits.
- Detailed calculations of applicable credits.
- Domestic content bonus credit analysis, if requested.
- Preparation of the entity's Form 990-T, Exempt Organization Business Income Tax Return, and related tax forms:
  - Form 3800, General Business Credit
  - Form 3468, Investment Credit
- Delivery of a summary memorandum outlining the methodology and results of our analysis.

We will base our tax analysis and conclusions on the facts you provide to us, and will not otherwise verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

**Your responsibilities**

It is your responsibility to provide us with all of the information requested by us in order to perform these services. We will have no obligation to perform the services until you have provided such information to us.

For all nonattest services we may provide to you, including these consulting services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

**No investment or legal advice**

We are not engaged to, and are not providing, any investment or legal advice to you. You should consult with an investment professional and/or legal counsel for such advice.

**Tax examinations**

All returns and filings are subject to potential examination by the Internal Revenue Service. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for this engagement. Our fee for such services will be billed to you separately, along with any direct costs.

**Record retention**

You are responsible for retaining all documents, records, canceled checks, receipts, or other evidence in support of information and amounts reported on your tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of tax returns should be retained indefinitely.

In providing tax consulting services, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records, other than electronic documents, that you provide to us for this engagement will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of the entity.

**Fees**

Our professional fee is \$19,500.00. We will also bill for direct expenses (including travel, report production, postage, etc.), plus a technology and client support fee calculated by applying CLA's percentage rate in effect at the time of invoicing to the professional fees billed on the invoice. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not

accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

**Termination of statement of work**

Either party (you or CLA) may terminate this SOW at any time by giving written notice to the other party. In that event, the provisions of this SOW and the MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

**CliftonLarsonAllen LLP**

Christine DiMenna

Principal

christine.dimenna@claconnect.com

**Response:**

This statement of work correctly sets forth the understanding of City of Franklin, WI.

Signatures

CLA  
CliftonLarsonAllen LLP

*Christine DiMenna*

Christine DiMenna, Principal  
SIGNED 8/24/2026, 1 33 48 PM EDT

Client  
ORG

NAME

TITLE

SIGN

DATE

## Danielle Brown

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**To:** DiMenna, Christine  
**Subject:** RE: [External] RE: City of Franklin - Investment Tax Credit for Solar Arrays

**From:** DiMenna, Christine <[Christine.DiMenna@claconnect.com](mailto:Christine.DiMenna@claconnect.com)>  
**Sent:** Wednesday, July 15, 2026 8:29 AM  
**To:** Danielle Brown <[DBrown@franklinwi.gov](mailto:DBrown@franklinwi.gov)>; Anderson, Michael <[Michael.Anderson@claconnect.com](mailto:Michael.Anderson@claconnect.com)>  
**Cc:** Lenell, Jake <[Jake.Lenell@claconnect.com](mailto:Jake.Lenell@claconnect.com)>  
**Subject:** RE: [External] RE: City of Franklin - Investment Tax Credit for Solar Arrays

Hi Danielle - it looks like the credits will be somewhere between \$175K and \$200K based on the preliminary information. Attached is our proposal to get this completed and filed for you prior to the 11/15 deadline. Please let me know if you have any questions or are ready to move forward.  
Thank you!



**Christine DiMenna, CPA**  
Principal

**Direct 860-570-6439**  
CLA (CliftonLarsonAllen LLP)  
[christine.dimenna@claconnect.com](mailto:christine.dimenna@claconnect.com)

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| APPROVAL                     | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MTG. DATE<br>9/1/26                                          |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Reports &<br>Recommendations | <b>VH PVR, LLC v. City of Franklin, Milwaukee County Circuit Court, Case No. 26-CV-7463. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</b> | <b>ITEM NO.</b><br><br><i>G.13.</i><br><br><b>Ald Dist 3</b> |

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Attorney Remzy D. Bitar LWMMIC; Legal Services Dept.: jw

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|                                          |                                                                                                                                            |                                                   |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR COUNCIL ACTION</b>                                                                                                          | <b>MEETING DATE</b><br>9/1/2026                   |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>A RESOLUTION TO AWARD THE PLEASANT<br/>VIEW RESERVE REPAIRS PROJECT TO<br/>PAYNE AND DOLAN, INC. IN THE AMOUNT OF<br/>\$464,154.20.</b> | <b>ITEM NUMBER</b><br>G.14.<br><b>District #3</b> |

### **BACKGROUND**

The Pleasant View Reserve Subdivision is comprised of three phases; Phase 1 (S. 50<sup>th</sup> St.), Phase 2 (S. 49<sup>th</sup> Ct.), and Phase 2B (S. 50<sup>th</sup> Ct.). Phase 1 construction started in 2021. Phase 2 and Phase 2B construction started soon after. These roadways are still not finished. Homes have been built and residents are waiting for the roadway work to be completed. The developer, Veridian Homes, has been refusing to complete the punch list items due to a disagreement with punch list items that pertain to curb and gutter removal and replacement, including threatening to sue contending breach of the development agreement.

The Engineering Department received authorization to solicit and receive bids at the 7/21/26 Common Council meeting. The bid opening occurred on 8/13/26 and the bid results are below.

### **ANALYSIS**

We received three bids for the Pleasant View Reserve Paving Project listed below:

|                             |                     |
|-----------------------------|---------------------|
| <i>Engineering Estimate</i> | <i>\$600,000.00</i> |
| Payne and Dolan             | \$464,154.20        |
| Wolf Paving                 | \$547,870.00        |
| Poblocki Paving             | \$570,740.00        |

### **OPTIONS**

- A. Award the Pleasant View Reserve Paving Project to Payne and Dolan in the amount of \$464,154.20. Or
- B. Table this item for the 9/15/26 Common Council meeting. Or
- C. Refer back to Staff with further direction.

### **FISCAL NOTE**

This project is included in the 2026 borrowing set to occur later this summer.

### **COUNCIL ACTION REQUESTED**

Authorize Resolution 2026-\_\_\_\_ a resolution to award Pleasant View Reserve Paving Project to Payne and Dolan, Inc. in the amount of \$464,154.20.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- \_\_\_\_\_

A RESOLUTION TO AWARD  
PLEASANT VIEW RESERVE PAVING PROJECT TO  
PAYNE AND DOLAN, INC. IN THE AMOUNT OF \$464,154.20.

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WHEREAS, the City of Franklin advertised and solicited bids for the Pleasant View Reserve Paving Project; and

WHEREAS, three bids were received on August 13, 2026, and Payne and Dolan, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, Payne and Dolan, Inc. is a responsible and qualified contractor; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, award the Pleasant View Reserve Paving Project to Payne and Dolan, Inc. in the amount of \$464,154.20.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Payne and Dolan, Inc. on behalf of the City.

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

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

APPROVED:

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

ATTEST:

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

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

Pleasant View Reserve Paving Project (#10290391)

Owner City of Franklin

Solicitor Franklin, City of

08/13/2026 09 30 AM CDT

| Section Title | Item Description                                 | UoM | Payne & Dolan, Inc |            |              | Wolf Paving |             |              | Poblocki Paving Corporation |              |              |
|---------------|--------------------------------------------------|-----|--------------------|------------|--------------|-------------|-------------|--------------|-----------------------------|--------------|--------------|
|               |                                                  |     | Quantity           | Unit Price | Extension    | Unit Price  | Extension   | Unit Price   | Unit Price                  | Extension    | Extension    |
| 1- S 50th St. | 1 Traffic Control                                | LS  | 1                  | \$5,000.00 | \$239,971.00 | \$18,000.00 | \$18,000.00 | \$281,205.00 |                             | \$1,777.00   | \$278,079.00 |
|               | 2 Excavation Below Subgrade                      | CY  | 50                 | \$85.20    | \$4,260.00   | \$95.00     | \$4,950.00  | \$4,950.00   | \$80.00                     | \$4,000.00   | \$4,000.00   |
|               | 3 3-Inch Crushed Limestone T B                   | TON | 100                | \$50.20    | \$5,020.00   | \$49.00     | \$4,900.00  | \$4,900.00   | \$46.00                     | \$4,600.00   | \$4,600.00   |
|               | 4 Remove and Replace Driveway Curb and Gutter    | LF  | 520                | \$79.46    | \$41,319.20  | \$90.00     | \$46,800.00 | \$46,800.00  | \$125.00                    | \$65,000.00  | \$65,000.00  |
|               | 5 Remove and Replace Vertical Curb and Gutter    | LF  | 80                 | \$79.07    | \$6,325.60   | \$99.25     | \$7,940.00  | \$7,940.00   | \$125.00                    | \$10,000.00  | \$10,000.00  |
|               | 6 5" Sidewalk Removal and Replacement            | SY  | 60                 | \$170.83   | \$10,249.80  | \$142.00    | \$8,520.00  | \$8,520.00   | \$265.00                    | \$15,900.00  | \$15,900.00  |
|               | 7 Remove and Replace Concrete Driveway Approach  | SY  | 20                 | \$181.07   | \$3,621.40   | \$156.00    | \$3,120.00  | \$3,120.00   | \$220.00                    | \$4,400.00   | \$4,400.00   |
|               | 8 Mill 2-Inch                                    | SY  | 2800               | \$4.60     | \$12,880.00  | \$7.00      | \$19,600.00 | \$19,600.00  | \$3.14                      | \$8,792.00   | \$8,792.00   |
|               | 9 HMA 2 25-Inch (3LT 58-28 S)                    | TON | 375                | \$97.00    | \$36,375.00  | \$121.00    | \$45,375.00 | \$45,375.00  | \$105.00                    | \$39,375.00  | \$39,375.00  |
|               | 10 HMA 1 75-Inch (4 LT 58-28 S)                  | TON | 300                | \$102.00   | \$30,600.00  | \$126.00    | \$37,800.00 | \$37,800.00  | \$112.00                    | \$33,600.00  | \$33,600.00  |
|               | 11 Sanitary Manhole Reconstruct                  | EA  | 2                  | \$4,500.00 | \$9,000.00   | \$4,500.00  | \$9,000.00  | \$9,000.00   | \$3,630.00                  | \$7,260.00   | \$7,260.00   |
|               | 12 Water Valve Box Adjustment                    | EA  | 4                  | \$1,500.00 | \$6,000.00   | \$1,500.00  | \$6,000.00  | \$6,000.00   | \$702.00                    | \$2,808.00   | \$2,808.00   |
|               | 13 Hydrant Extension                             | EA  | 2                  | \$5,500.00 | \$11,000.00  | \$5,500.00  | \$11,000.00 | \$11,000.00  | \$3,980.00                  | \$7,960.00   | \$7,960.00   |
|               | 14 Water Valve Box Rebuild                       | EA  | 1                  | \$3,500.00 | \$3,500.00   | \$3,500.00  | \$3,500.00  | \$3,500.00   | \$2,288.00                  | \$2,288.00   | \$2,288.00   |
|               | 15 Interim Inlet Adjustments                     | EA  | 10                 | \$1,650.00 | \$16,500.00  | \$1,650.00  | \$16,500.00 | \$16,500.00  | \$3,233.00                  | \$32,330.00  | \$32,330.00  |
|               | 16 Remove Debris/Sediments from Inlets           | LS  | 1                  | \$5,000.00 | \$5,000.00   | \$5,000.00  | \$5,000.00  | \$5,000.00   | \$1,500.00                  | \$1,500.00   | \$1,500.00   |
|               | 17 Storm Manhole Rebuild                         | EA  | 4                  | \$4,000.00 | \$16,000.00  | \$4,000.00  | \$16,000.00 | \$16,000.00  | \$2,650.00                  | \$10,600.00  | \$10,600.00  |
|               | 18 Grade, Topsoil and Seed                       | SY  | 75                 | \$70.00    | \$5,250.00   | \$35.00     | \$2,625.00  | \$2,625.00   | \$76.00                     | \$5,700.00   | \$5,700.00   |
|               | 19 Mill Temporary Asphalt Wedges                 | SY  | 630                | \$6.50     | \$4,095.00   | \$5.00      | \$3,150.00  | \$3,150.00   | \$12.00                     | \$7,560.00   | \$7,560.00   |
|               | 20 Concrete Curb and Gutter at Inlets            | LF  | 100                | \$60.00    | \$6,000.00   | \$99.25     | \$9,925.00  | \$9,925.00   | \$121.00                    | \$12,100.00  | \$12,100.00  |
|               | 21 Remove Sediment/Debris from Curb and Gutter   | LS  | 1                  | \$1,975.00 | \$1,975.00   | \$1,500.00  | \$1,500.00  | \$1,500.00   | \$529.00                    | \$529.00     | \$529.00     |
| 2- S 50th Ct  |                                                  |     |                    |            | \$101,631.45 |             |             | \$127,425.00 |                             | \$136,392.00 |              |
|               | 22 Traffic Control                               | LS  | 1                  | \$4,700.00 | \$4,700.00   | \$3,500.00  | \$3,500.00  | \$3,500.00   | \$1,764.00                  | \$1,764.00   | \$1,764.00   |
|               | 23 Excavation Below Subgrade                     | CY  | 5                  | \$85.20    | \$426.00     | \$500.00    | \$2,500.00  | \$2,500.00   | \$400.00                    | \$2,000.00   | \$2,000.00   |
|               | 24 3-Inch Crushed Limestone T B                  | TON | 10                 | \$50.20    | \$502.00     | \$220.00    | \$2,200.00  | \$2,200.00   | \$115.00                    | \$1,150.00   | \$1,150.00   |
|               | 25 Remove and Replace Driveway Curb and Gutter   | LF  | 325                | \$79.46    | \$25,824.50  | \$108.00    | \$35,100.00 | \$35,100.00  | \$125.00                    | \$40,625.00  | \$40,625.00  |
|               | 26 Remove and Replace Vertical Curb and Gutter   | LF  | 165                | \$79.07    | \$13,046.55  | \$125.00    | \$20,625.00 | \$20,625.00  | \$125.00                    | \$20,625.00  | \$20,625.00  |
|               | 27 Remove and Replace 7-Inch Concrete Curb Ramp  | SY  | 40                 | \$180.86   | \$7,234.40   | \$156.00    | \$6,240.00  | \$6,240.00   | \$178.00                    | \$7,120.00   | \$7,120.00   |
|               | 28 HMA Binder Replacement 4-Inch (3 LT 58-28 S)  | TON | 2                  | \$800.00   | \$1,600.00   | \$1,850.00  | \$3,700.00  | \$3,700.00   | \$712.00                    | \$1,424.00   | \$1,424.00   |
|               | 29 HMA 2-Inch (4 LT 58-28 S)                     | TON | 175                | \$102.00   | \$17,850.00  | \$135.00    | \$23,625.00 | \$23,625.00  | \$137.00                    | \$23,975.00  | \$23,975.00  |
|               | 30 Curb Ramp Detectable Warning Field Yellow     | SF  | 28                 | \$45.00    | \$1,260.00   | \$50.00     | \$1,400.00  | \$1,400.00   | \$36.00                     | \$1,008.00   | \$1,008.00   |
|               | 31 5" Sidewalk Removal and Replacement           | SY  | 20                 | \$170.83   | \$3,416.60   | \$142.00    | \$2,840.00  | \$2,840.00   | \$265.00                    | \$5,300.00   | \$5,300.00   |
|               | 32 Remove and Replace Concrete Driveway Approach | SY  | 20                 | \$181.07   | \$3,621.40   | \$156.00    | \$3,120.00  | \$3,120.00   | \$220.00                    | \$4,400.00   | \$4,400.00   |
|               | 33 Water Valve Box Adjustment                    | EA  | 1                  | \$1,500.00 | \$1,500.00   | \$1,500.00  | \$1,500.00  | \$1,500.00   | \$702.00                    | \$702.00     | \$702.00     |
|               | 34 Interim Inlet Adjustments                     | EA  | 2                  | \$1,650.00 | \$3,300.00   | \$1,650.00  | \$3,300.00  | \$3,300.00   | \$3,233.00                  | \$6,466.00   | \$6,466.00   |
|               | 35 Remove Debris/Sediments from Inlets           | LS  | 1                  | \$1,000.00 | \$1,000.00   | \$1,000.00  | \$1,000.00  | \$1,000.00   | \$1,500.00                  | \$1,500.00   | \$1,500.00   |

|                                                  |     |     |            |              |            |              |            |              |
|--------------------------------------------------|-----|-----|------------|--------------|------------|--------------|------------|--------------|
| 36 Location Box Install                          | EA  | 1   | \$3,000 00 | \$3,000 00   | \$3,000 00 | \$3,000 00   | \$1,700 00 | \$1,700 00   |
| 37 Storm Manhole Rebuild                         | EA  | 2   | \$4,000 00 | \$8,000 00   | \$4,000 00 | \$8,000 00   | \$3,270 00 | \$6,540 00   |
| 38 Grade, Topsoil and Seed                       | SY  | 15  | \$70 00    | \$1,050 00   | \$35 00    | \$525 00     | \$143 00   | \$2,145 00   |
| 39 Mill Temporary Asphalt Wedges                 | SY  | 250 | \$6 50     | \$1,625 00   | \$7 00     | \$1,750 00   | \$16 00    | \$4,000 00   |
| 40 Concrete Curb and Gutter at Inlets            | LF  | 20  | \$60 00    | \$1,200 00   | \$125 00   | \$2,500 00   | \$171 00   | \$3,420 00   |
| 41 Remove Sediment/Debris from Curb and Gutter   | LS  | 1   | \$1,475 00 | \$1,475 00   | \$1,000 00 | \$1,000 00   | \$528 00   | \$528 00     |
|                                                  |     |     |            | \$122,551 75 |            | \$139,240 00 |            | \$156,269 00 |
| 42 Traffic Control                               | LS  | 1   | \$4,700 00 | \$4,700 00   | \$3,500 00 | \$3,500 00   | \$1,764 00 | \$1,764 00   |
| 43 Excavation Below Subgrade                     | CY  | 30  | \$85 20    | \$2,556 00   | \$119 00   | \$3,570 00   | \$126 00   | \$3,780 00   |
| 44 3-Inch Crushed Limestone T B                  | TON | 60  | \$50 20    | \$3,012 00   | \$61 50    | \$3,690 00   | \$66 00    | \$3,960 00   |
| 45 Remove and Replace Driveway Curb and Gutter   | LF  | 250 | \$79 46    | \$19,865 00  | \$108 00   | \$27,000 00  | \$125 00   | \$31,250 00  |
| 46 Remove and Replace Vertical Curb and Gutter   | LF  | 100 | \$79 07    | \$7,907 00   | \$128 00   | \$12,800 00  | \$125 00   | \$12,500 00  |
| 47 5" Sidewalk Removal and Replacement           | SY  | 15  | \$170 83   | \$2,562 45   | \$142 00   | \$2,130 00   | \$265 00   | \$3,975 00   |
| 48 Remove and Replace Concrete Driveway Approach | SY  | 70  | \$181 07   | \$12,674 90  | \$156 00   | \$10,920 00  | \$220 00   | \$15,400 00  |
| 49 Remove and Replace 7-Inch Concrete Curb Ramp  | SY  | 40  | \$180 86   | \$7,234 40   | \$156 00   | \$6,240 00   | \$178 00   | \$7,120 00   |
| 50 HMA Binder Replacement 4-Inch (3 LT 58-28 S)  | TON | 10  | \$808 00   | \$8,000 00   | \$780 00   | \$7,800 00   | \$330 00   | \$3,300 00   |
| 51 HMA 2-Inch (4 LT 58-28 S)                     | TON | 250 | \$102 00   | \$25,500 00  | \$121 00   | \$30,250 00  | \$120 00   | \$30,000 00  |
| 52 Curb Ramp Detachable Warning Field Yellow     | SF  | 28  | \$45 00    | \$1,260 00   | \$50 00    | \$1,400 00   | \$36 00    | \$1,008 00   |
| 53 Water Valve Box Adjustment                    | EA  | 2   | \$1,500 00 | \$3,000 00   | \$1,500 00 | \$3,000 00   | \$702 00   | \$1,404 00   |
| 54 Interim Inlet Adjustments                     | EA  | 6   | \$1,650 00 | \$9,900 00   | \$1,650 00 | \$9,900 00   | \$3,233 00 | \$19,398 00  |
| 55 Remove Debris/Sediments from Inlets           | LS  | 1   | \$3,000 00 | \$3,000 00   | \$3,000 00 | \$3,000 00   | \$1,500 00 | \$1,500 00   |
| 56 Grade, Topsoil and Seed                       | SY  | 60  | \$70 00    | \$4,200 00   | \$35 00    | \$2,100 00   | \$95 00    | \$5,700 00   |
| 57 Mill Temporary Asphalt Wedges                 | SY  | 320 | \$6 50     | \$2,080 00   | \$7 00     | \$2,240 00   | \$15 00    | \$4,800 00   |
| 58 Concrete Curb and Gutter at Inlets            | LF  | 60  | \$60 00    | \$3,600 00   | \$145 00   | \$8,700 00   | \$148 00   | \$8,880 00   |
| 59 Remove Sediment/Debris from Curb and Gutter   | LS  | 1   | \$1,500 00 | \$1,500 00   | \$1,000 00 | \$1,000 00   | \$530 00   | \$530 00     |
|                                                  |     |     |            | \$464,154 20 |            | \$547,870 00 |            | \$570,740 00 |

3- S 49th Ct

Base Bid Total

Owner City of Franklin  
Solicitor Franklin, City of  
08/13/2026 09 30 AM CDT

| Section Title | Line Item                           | Item Description                              | UoM | Payne & Dolan, Inc. |             |              | Wolff Paving |              |            | Poblocki Paving Corporation |              |           |
|---------------|-------------------------------------|-----------------------------------------------|-----|---------------------|-------------|--------------|--------------|--------------|------------|-----------------------------|--------------|-----------|
|               |                                     |                                               |     | Quantity            | Unit Price  | Extension    | Unit Price   | Extension    | Unit Price | Extension                   | Unit Price   | Extension |
| 1- S 50th St. | 1                                   | Traffic Control                               | LS  | 1                   | \$5,000.00  | \$239,971.00 | \$18,000.00  | \$281,205.00 |            |                             | \$278,079.00 |           |
|               | 2                                   | Excavation Below Subgrade                     | CY  | 50                  | \$85.20     | \$4,260.00   | \$99.00      | \$4,950.00   |            | \$1,777.00                  | \$1,777.00   |           |
|               | 3                                   | 3-Inch Crushed Limestone T B                  | TON | 100                 | \$50.20     | \$5,020.00   | \$49.00      | \$4,900.00   |            | \$80.00                     | \$4,000.00   |           |
|               | 4                                   | Remove and Replace Driveway Curb and Gutter   | LF  | 520                 | \$79.46     | \$41,319.20  | \$90.00      | \$46,800.00  |            | \$46.00                     | \$4,600.00   |           |
|               | 5                                   | Remove and Replace Vertical Curb and Gutter   | LF  | 80                  | \$79.07     | \$6,325.60   | \$99.25      | \$7,940.00   |            | \$125.00                    | \$65,000.00  |           |
|               | 6                                   | 5" Sidewalk Removal and Replacement           | SY  | 60                  | \$170.83    | \$10,249.80  | \$142.00     | \$8,520.00   |            | \$125.00                    | \$10,000.00  |           |
|               | 7                                   | Remove and Replace Concrete Driveway Approach | SY  | 20                  | \$181.07    | \$3,621.40   | \$156.00     | \$3,120.00   |            | \$265.00                    | \$15,900.00  |           |
|               | 8                                   | Mill 2-Inch                                   | SY  | 2800                | \$4.80      | \$12,880.00  | \$7.00       | \$19,600.00  |            | \$220.00                    | \$4,400.00   |           |
|               | 9                                   | HMA 2.25-Inch (3LT 58-28 S)                   | TON | 375                 | \$97.00     | \$36,375.00  | \$121.00     | \$45,375.00  |            | \$3.14                      | \$8,792.00   |           |
|               | 10                                  | HMA 1.75-Inch (4LT 58-28 S)                   | TON | 300                 | \$102.00    | \$30,600.00  | \$126.00     | \$37,800.00  |            | \$105.00                    | \$39,375.00  |           |
|               | 11                                  | Sanitary Manhole Reconstruct                  | EA  | 2                   | \$4,500.00  | \$9,000.00   | \$4,500.00   | \$9,000.00   |            | \$112.00                    | \$33,600.00  |           |
|               | 12                                  | Water Valve Box Adjustment                    | EA  | 4                   | \$1,500.00  | \$6,000.00   | \$1,500.00   | \$6,000.00   |            | \$3,630.00                  | \$7,260.00   |           |
|               | 13                                  | Hydrant Extension                             | EA  | 2                   | \$5,500.00  | \$11,000.00  | \$5,500.00   | \$11,000.00  |            | \$702.00                    | \$2,808.00   |           |
|               | 14                                  | Water Valve Box Rebuild                       | EA  | 1                   | \$3,500.00  | \$3,500.00   | \$3,500.00   | \$3,500.00   |            | \$3,980.00                  | \$7,960.00   |           |
|               | 15                                  | Interim Inlet Adjustments                     | EA  | 10                  | \$1,650.00  | \$16,500.00  | \$1,650.00   | \$16,500.00  |            | \$2,288.00                  | \$2,288.00   |           |
|               | 16                                  | Remove Debris/Sediments from Inlets           | LS  | 1                   | \$15,000.00 | \$15,000.00  | \$5,000.00   | \$5,000.00   |            | \$3,233.00                  | \$32,330.00  |           |
|               | 17                                  | Storm Manhole Rebuild                         | EA  | 4                   | \$4,000.00  | \$16,000.00  | \$4,000.00   | \$16,000.00  |            | \$1,500.00                  | \$1,500.00   |           |
|               | 18                                  | Grade, Topsoil and Seed                       | SY  | 75                  | \$70.00     | \$5,250.00   | \$35.00      | \$2,625.00   |            | \$2,650.00                  | \$10,600.00  |           |
|               | 19                                  | Mill Temporary Asphalt Wedges                 | SY  | 630                 | \$6.50      | \$4,095.00   | \$5.00       | \$3,150.00   |            | \$76.00                     | \$5,700.00   |           |
|               | 20                                  | Concrete Curb and Gutter at Inlets            | LF  | 100                 | \$60.00     | \$6,000.00   | \$99.25      | \$9,925.00   |            | \$12.00                     | \$7,560.00   |           |
|               | 21                                  | Remove Sediment/Debris from Curb and Gutter   | LS  | 1                   | \$1,975.00  | \$1,975.00   | \$1,500.00   | \$1,500.00   |            | \$121.00                    | \$12,100.00  |           |
| 2- S 50th Ct  |                                     |                                               |     |                     |             | \$101,631.45 |              | \$127,425.00 |            | \$529.00                    | \$529.00     |           |
|               | 22                                  | Traffic Control                               | LS  | 1                   | \$4,700.00  | \$4,700.00   | \$3,500.00   | \$3,500.00   |            | \$136,392.00                |              |           |
|               | 23                                  | Excavation Below Subgrade                     | CY  | 5                   | \$85.20     | \$426.00     | \$500.00     | \$2,500.00   |            | \$1,764.00                  | \$1,764.00   |           |
|               | 24                                  | 3-Inch Crushed Limestone T B                  | TON | 10                  | \$50.20     | \$502.00     | \$220.00     | \$2,200.00   |            | \$2,000.00                  | \$2,000.00   |           |
|               | 25                                  | Remove and Replace Driveway Curb and Gutter   | LF  | 325                 | \$79.46     | \$25,824.50  | \$108.00     | \$35,100.00  |            | \$400.00                    | \$4,000.00   |           |
|               | 26                                  | Remove and Replace Vertical Curb and Gutter   | LF  | 165                 | \$79.07     | \$13,046.55  | \$125.00     | \$20,625.00  |            | \$115.00                    | \$1,150.00   |           |
|               | 27                                  | Remove and Replace 7-Inch Concrete Curb Ramp  | SY  | 40                  | \$180.86    | \$7,234.40   | \$156.00     | \$6,240.00   |            | \$125.00                    | \$20,625.00  |           |
|               | 28                                  | HMA Binder Replacement 4-Inch (3LT 58-28 S)   | TON | 2                   | \$800.00    | \$1,600.00   | \$1,850.00   | \$3,700.00   |            | \$178.00                    | \$7,120.00   |           |
|               | 29                                  | HMA 2-Inch (4LT 58-28 S)                      | TON | 175                 | \$102.00    | \$17,850.00  | \$135.00     | \$23,625.00  |            | \$172.00                    | \$1,424.00   |           |
|               | 30                                  | Curb Ramp Detectable Warning Field Yellow     | SF  | 28                  | \$45.00     | \$1,260.00   | \$50.00      | \$1,400.00   |            | \$137.00                    | \$23,975.00  |           |
|               | 31                                  | 5" Sidewalk Removal and Replacement           | SY  | 20                  | \$170.83    | \$3,416.60   | \$142.00     | \$2,840.00   |            | \$36.00                     | \$1,008.00   |           |
|               | 32                                  | Remove and Replace Concrete Driveway Approach | SY  | 20                  | \$181.07    | \$3,621.40   | \$156.00     | \$3,120.00   |            | \$265.00                    | \$5,300.00   |           |
|               | 33                                  | Water Valve Box Adjustment                    | EA  | 1                   | \$1,500.00  | \$1,500.00   | \$1,500.00   | \$1,500.00   |            | \$220.00                    | \$4,400.00   |           |
|               | 34                                  | Interim Inlet Adjustments                     | EA  | 2                   | \$1,650.00  | \$3,300.00   | \$1,650.00   | \$3,300.00   |            | \$702.00                    | \$7,020.00   |           |
| 35            | Remove Debris/Sediments from Inlets | LS                                            | 1   | \$1,000.00          | \$1,000.00  | \$1,000.00   | \$1,000.00   |              | \$3,233.00 | \$3,233.00                  |              |           |
|               |                                     |                                               |     |                     |             |              |              |              | \$1,500.00 | \$1,500.00                  |              |           |
|               |                                     |                                               |     |                     |             |              |              |              | \$6,466.00 | \$6,466.00                  |              |           |
|               |                                     |                                               |     |                     |             |              |              |              | \$1,500.00 | \$1,500.00                  |              |           |

|    |                                               |     |     |            |              |            |              |            |              |
|----|-----------------------------------------------|-----|-----|------------|--------------|------------|--------------|------------|--------------|
| 36 | Location Box Install                          | EA  | 1   | \$3,000.00 | \$3,000.00   | \$3,000.00 | \$3,000.00   | \$1,700.00 | \$1,700.00   |
| 37 | Storm Manhole Rebuild                         | EA  | 2   | \$4,000.00 | \$8,000.00   | \$4,000.00 | \$8,000.00   | \$3,270.00 | \$6,540.00   |
| 38 | Grade, Topsoil and Seed                       | SY  | 15  | \$70.00    | \$1,050.00   | \$35.00    | \$525.00     | \$143.00   | \$2,145.00   |
| 39 | Mill Temporary Asphalt Wedges                 | SY  | 250 | \$8.50     | \$1,625.00   | \$7.00     | \$1,750.00   | \$16.00    | \$4,000.00   |
| 40 | Concrete Curb and Gutter at Inlets            | LF  | 20  | \$60.00    | \$1,200.00   | \$125.00   | \$2,500.00   | \$171.00   | \$3,420.00   |
| 41 | Remove Sediment/Debris from Curb and Gutter   | LS  | 1   | \$1,475.00 | \$1,475.00   | \$1,000.00 | \$1,000.00   | \$528.00   | \$528.00     |
|    |                                               |     |     |            | \$122,551.75 |            | \$139,240.00 |            | \$156,269.00 |
| 42 | Traffic Control                               | LS  | 1   | \$4,700.00 | \$4,700.00   | \$3,500.00 | \$3,500.00   | \$1,764.00 | \$1,764.00   |
| 43 | Excavation Below Subgrade                     | CY  | 30  | \$85.20    | \$2,556.00   | \$119.00   | \$3,570.00   | \$126.00   | \$3,780.00   |
| 44 | 3-Inch Crushed Limestone T B                  | TON | 60  | \$50.20    | \$3,012.00   | \$61.50    | \$3,690.00   | \$66.00    | \$3,960.00   |
| 45 | Remove and Replace Driveway Curb and Gutter   | LF  | 250 | \$79.46    | \$19,865.00  | \$108.00   | \$27,000.00  | \$125.00   | \$31,250.00  |
| 46 | Remove and Replace Vertical Curb and Gutter   | LF  | 100 | \$79.07    | \$7,907.00   | \$128.00   | \$12,800.00  | \$125.00   | \$12,500.00  |
| 47 | 5" Sidewalk Removal and Replacement           | SY  | 15  | \$170.83   | \$2,562.45   | \$142.00   | \$2,130.00   | \$265.00   | \$3,975.00   |
| 48 | Remove and Replace Concrete Driveway Approach | SY  | 70  | \$181.07   | \$12,674.90  | \$156.00   | \$10,920.00  | \$220.00   | \$15,400.00  |
| 49 | Remove and Replace 7-Inch Concrete Curb Ramp  | SY  | 40  | \$180.86   | \$7,234.40   | \$156.00   | \$6,240.00   | \$178.00   | \$7,120.00   |
| 50 | HMA Binder Replacement 4-Inch (3 LT 58-28 S)  | TON | 10  | \$800.00   | \$8,000.00   | \$780.00   | \$7,800.00   | \$330.00   | \$3,300.00   |
| 51 | HMA 2-Inch (4 LT 58-28 S)                     | TON | 250 | \$102.00   | \$25,500.00  | \$121.00   | \$30,250.00  | \$120.00   | \$30,000.00  |
| 52 | Curb Ramp Detectable Warning Field Yellow     | SF  | 28  | \$45.00    | \$1,260.00   | \$50.00    | \$1,400.00   | \$36.00    | \$1,008.00   |
| 53 | Water Valve Box Adjustment                    | EA  | 2   | \$1,500.00 | \$3,000.00   | \$1,500.00 | \$3,000.00   | \$702.00   | \$1,404.00   |
| 54 | Interim Inlet Adjustments                     | EA  | 6   | \$1,650.00 | \$9,900.00   | \$1,650.00 | \$9,900.00   | \$3,233.00 | \$19,398.00  |
| 55 | Remove Debris/Sediments from Inlets           | LS  | 1   | \$3,000.00 | \$3,000.00   | \$3,000.00 | \$3,000.00   | \$1,500.00 | \$1,500.00   |
| 56 | Grade, Topsoil and Seed                       | SY  | 60  | \$70.00    | \$4,200.00   | \$35.00    | \$2,100.00   | \$95.00    | \$5,700.00   |
| 57 | Mill Temporary Asphalt Wedges                 | SY  | 320 | \$6.50     | \$2,080.00   | \$7.00     | \$2,240.00   | \$15.00    | \$4,800.00   |
| 58 | Concrete Curb and Gutter at Inlets            | LF  | 60  | \$60.00    | \$3,600.00   | \$145.00   | \$8,700.00   | \$148.00   | \$8,880.00   |
| 59 | Remove Sediment/Debris from Curb and Gutter   | LS  | 1   | \$1,500.00 | \$1,500.00   | \$1,000.00 | \$1,000.00   | \$530.00   | \$530.00     |
|    |                                               |     |     |            | \$464,154.20 |            | \$547,870.00 |            | \$570,740.00 |

3- S 49th Ct

Base Bid Total



Pleasant View Reserve Paving Project (#10290391)  
Owner City of Franklin  
Solicitor Franklin, City of  
08/13/2026 09 30 AM CDT

| Section Title | Line Item | Item Description                              | UoM | Quantity | Payne & Dolan, Inc | Wolf Paving | Extension    | Unit Price   | Wolf Paving | Extension    | Unit Price | Poblocki Paving Corporation | Extension    |
|---------------|-----------|-----------------------------------------------|-----|----------|--------------------|-------------|--------------|--------------|-------------|--------------|------------|-----------------------------|--------------|
| 1- S 50th St  |           |                                               |     |          | Unit Price         | Unit Price  |              |              | Unit Price  |              |            | Unit Price                  |              |
|               | 1         | Traffic Control                               | LS  | 1        | \$5,000 00         | \$18,000 00 | \$239,971 00 | \$281,205 00 | \$18,000 00 | \$281,205 00 | \$1,777 00 | \$1,777 00                  | \$278,079 00 |
|               | 2         | Excavation Below Subgrade                     | CY  | 50       | \$85 20            | \$4,260 00  |              | \$4,950 00   | \$99 00     | \$4,950 00   | \$80 00    | \$80 00                     | \$4,000 00   |
|               | 3         | 3-Inch Crushed Limestone T B                  | TON | 100      | \$50 20            | \$5,020 00  |              | \$4,900 00   | \$49 00     | \$4,900 00   | \$46 00    | \$46 00                     | \$4,600 00   |
|               | 4         | Remove and Replace Driveway Curb and Gutter   | LF  | 520      | \$79 46            | \$41,319 20 |              | \$46,800 00  | \$90 00     | \$46,800 00  | \$125 00   | \$125 00                    | \$65,000 00  |
|               | 5         | Remove and Replace Vertical Curb and Gutter   | LF  | 80       | \$79 07            | \$6,325 60  |              | \$7,940 00   | \$99 25     | \$7,940 00   | \$125 00   | \$125 00                    | \$10,000 00  |
|               | 6         | 5' Sidewalk Removal and Replacement           | SY  | 60       | \$170 83           | \$10,249 80 |              | \$8,520 00   | \$142 00    | \$8,520 00   | \$265 00   | \$265 00                    | \$15,900 00  |
|               | 7         | Remove and Replace Concrete Driveway Approach | SY  | 20       | \$181 07           | \$3,621 40  |              | \$3,120 00   | \$156 00    | \$3,120 00   | \$220 00   | \$220 00                    | \$4,400 00   |
|               | 8         | Mill 2-Inch                                   | SY  | 2800     | \$4 60             | \$12,880 00 |              | \$19,600 00  | \$7 00      | \$19,600 00  | \$3 14     | \$3 14                      | \$8,792 00   |
|               | 9         | HMA 2 25-Inch (3LT 58-28 S)                   | TON | 375      | \$97 00            | \$36,375 00 |              | \$45,375 00  | \$121 00    | \$45,375 00  | \$105 00   | \$105 00                    | \$39,375 00  |
|               | 10        | HMA 1 75-Inch (4 LT 58-28 S)                  | TON | 300      | \$102 00           | \$30,600 00 |              | \$37,800 00  | \$126 00    | \$37,800 00  | \$112 00   | \$112 00                    | \$33,600 00  |
|               | 11        | Sanitary Manhole Reconstruct                  | EA  | 2        | \$4,500 00         | \$9,000 00  |              | \$9,000 00   | \$4,500 00  | \$9,000 00   | \$3,630 00 | \$3,630 00                  | \$7,260 00   |
|               | 12        | Water Valve Box Adjustment                    | EA  | 4        | \$1,500 00         | \$6,000 00  |              | \$6,000 00   | \$1,500 00  | \$6,000 00   | \$702 00   | \$702 00                    | \$2,808 00   |
|               | 13        | Hydrant Extension                             | EA  | 2        | \$5,500 00         | \$11,000 00 |              | \$11,000 00  | \$5,500 00  | \$11,000 00  | \$3,980 00 | \$3,980 00                  | \$7,960 00   |
|               | 14        | Water Valve Box Rebuild                       | EA  | 1        | \$3,500 00         | \$3,500 00  |              | \$3,500 00   | \$3,500 00  | \$3,500 00   | \$2,288 00 | \$2,288 00                  | \$2,288 00   |
|               | 15        | Interim Inlet Adjustments                     | EA  | 10       | \$1,650 00         | \$16,500 00 |              | \$16,500 00  | \$1,650 00  | \$16,500 00  | \$3,233 00 | \$3,233 00                  | \$32,330 00  |
|               | 16        | Remove Debris/Sediments from Inlets           | LS  | 1        | \$5,000 00         | \$5,000 00  |              | \$5,000 00   | \$5,000 00  | \$5,000 00   | \$1,500 00 | \$1,500 00                  | \$1,500 00   |
|               | 17        | Storm Manhole Rebuild                         | EA  | 4        | \$4,000 00         | \$16,000 00 |              | \$16,000 00  | \$4,000 00  | \$16,000 00  | \$2,650 00 | \$2,650 00                  | \$10,600 00  |
|               | 18        | Grade, Topsoil and Seed                       | SY  | 75       | \$70 00            | \$5,250 00  |              | \$2,625 00   | \$35 00     | \$2,625 00   | \$76 00    | \$76 00                     | \$5,700 00   |
|               | 19        | Mill Temporary Asphalt Wedges                 | SY  | 630      | \$6 50             | \$4,095 00  |              | \$3,150 00   | \$5 00      | \$3,150 00   | \$12 00    | \$12 00                     | \$7,560 00   |
|               | 20        | Concrete Curb and Gutter at Inlets            | LF  | 100      | \$60 00            | \$6,000 00  |              | \$9,925 00   | \$99 25     | \$9,925 00   | \$121 00   | \$121 00                    | \$12,100 00  |
|               | 21        | Remove Sediment/Debris from Curb and Gutter   | LS  | 1        | \$1,975 00         | \$1,975 00  | \$101,631 45 | \$1,500 00   | \$1,500 00  | \$1,500 00   | \$529 00   | \$529 00                    | \$529 00     |
| 2- S 50th Ct. |           |                                               |     |          |                    |             |              | \$127,425 00 |             |              |            |                             | \$136,392 00 |
|               | 22        | Traffic Control                               | LS  | 1        | \$4,700 00         | \$4,700 00  |              | \$3,500 00   | \$3,500 00  | \$3,500 00   | \$1,764 00 | \$1,764 00                  | \$1,764 00   |
|               | 23        | Excavation Below Subgrade                     | CY  | 5        | \$85 20            | \$426 00    |              | \$500 00     | \$500 00    | \$500 00     | \$400 00   | \$400 00                    | \$2,000 00   |
|               | 24        | 3-Inch Crushed Limestone T B                  | TON | 10       | \$50 20            | \$502 00    |              | \$2,200 00   | \$220 00    | \$2,200 00   | \$115 00   | \$115 00                    | \$1,150 00   |
|               | 25        | Remove and Replace Driveway Curb and Gutter   | LF  | 325      | \$79 46            | \$25,824 50 |              | \$35,100 00  | \$108 00    | \$35,100 00  | \$125 00   | \$125 00                    | \$40,625 00  |
|               | 26        | Remove and Replace Vertical Curb and Gutter   | LF  | 165      | \$79 07            | \$13,046 55 |              | \$20,625 00  | \$125 00    | \$20,625 00  | \$125 00   | \$125 00                    | \$20,625 00  |
|               | 27        | Remove and Replace 7-inch Concrete Curb Ramp  | SY  | 40       | \$180 86           | \$7,234 40  |              | \$6,240 00   | \$156 00    | \$6,240 00   | \$178 00   | \$178 00                    | \$7,120 00   |
|               | 28        | HMA Binder Replacement 4-Inch (3 LT 58-28 S)  | TON | 2        | \$800 00           | \$1,600 00  |              | \$3,700 00   | \$1,850 00  | \$3,700 00   | \$712 00   | \$712 00                    | \$1,424 00   |
|               | 29        | HMA 2-Inch (4 LT 58-28 S)                     | TON | 175      | \$102 00           | \$17,850 00 |              | \$23,625 00  | \$135 00    | \$23,625 00  | \$137 00   | \$137 00                    | \$23,975 00  |
|               | 30        | Curb Ramp Detectable Warning Field Yellow     | SF  | 28       | \$45 00            | \$1,260 00  |              | \$1,400 00   | \$50 00     | \$1,400 00   | \$36 00    | \$36 00                     | \$1,008 00   |
|               | 31        | 5' Sidewalk Removal and Replacement           | SY  | 20       | \$170 83           | \$3,416 60  |              | \$2,840 00   | \$142 00    | \$2,840 00   | \$265 00   | \$265 00                    | \$5,300 00   |
|               | 32        | Remove and Replace Concrete Driveway Approach | SY  | 20       | \$181 07           | \$3,621 40  |              | \$3,120 00   | \$156 00    | \$3,120 00   | \$220 00   | \$220 00                    | \$4,400 00   |
|               | 33        | Water Valve Box Adjustment                    | EA  | 1        | \$1,500 00         | \$1,500 00  |              | \$1,500 00   | \$1,500 00  | \$1,500 00   | \$702 00   | \$702 00                    | \$702 00     |
|               | 34        | Interim Inlet Adjustments                     | EA  | 2        | \$1,650 00         | \$3,300 00  |              | \$3,300 00   | \$1,650 00  | \$3,300 00   | \$3,233 00 | \$3,233 00                  | \$6,466 00   |
|               | 35        | Remove Debris/Sediments from Inlets           | LS  | 1        | \$1,000 00         | \$1,000 00  |              | \$1,000 00   | \$1,000 00  | \$1,000 00   | \$1,500 00 | \$1,500 00                  | \$1,500 00   |

|                                                  |     |     |            |              |            |              |            |              |
|--------------------------------------------------|-----|-----|------------|--------------|------------|--------------|------------|--------------|
| 36 Location Box Install                          | EA  | 1   | \$3,000.00 | \$3,000.00   | \$3,000.00 | \$3,000.00   | \$1,700.00 | \$1,700.00   |
| 37 Storm Manhole Rebuild                         | EA  | 2   | \$4,000.00 | \$8,000.00   | \$4,000.00 | \$8,000.00   | \$3,270.00 | \$6,540.00   |
| 38 Grade, Topsoil and Seed                       | SY  | 15  | \$70.00    | \$1,050.00   | \$35.00    | \$525.00     | \$143.00   | \$2,145.00   |
| 39 Mill Temporary Asphalt Wedges                 | SY  | 250 | \$6.50     | \$1,625.00   | \$7.00     | \$1,750.00   | \$16.00    | \$4,000.00   |
| 40 Concrete Curb and Gutter at Inlets            | LF  | 20  | \$60.00    | \$1,200.00   | \$125.00   | \$2,500.00   | \$171.00   | \$3,420.00   |
| 41 Remove Sediment/Debris from Curb and Gutter   | LS  | 1   | \$1,475.00 | \$1,475.00   | \$1,000.00 | \$1,000.00   | \$528.00   | \$528.00     |
|                                                  |     |     |            | \$122,551.75 |            | \$139,240.00 |            | \$156,269.00 |
| 42 Traffic Control                               | LS  | 1   | \$4,700.00 | \$4,700.00   | \$3,500.00 | \$3,500.00   | \$1,764.00 | \$1,764.00   |
| 43 Excavation Below Subgrade                     | CY  | 30  | \$85.20    | \$2,556.00   | \$119.00   | \$3,570.00   | \$126.00   | \$3,780.00   |
| 44 3-Inch Crushed Limestone T B                  | TON | 60  | \$50.20    | \$3,012.00   | \$61.50    | \$3,690.00   | \$66.00    | \$3,960.00   |
| 45 Remove and Replace Driveway Curb and Gutter   | LF  | 250 | \$79.46    | \$19,865.00  | \$108.00   | \$27,000.00  | \$125.00   | \$31,250.00  |
| 46 Remove and Replace Vertical Curb and Gutter   | LF  | 100 | \$79.07    | \$7,907.00   | \$128.00   | \$12,800.00  | \$125.00   | \$12,500.00  |
| 47 5' Sidewalk Removal and Replacement           | SY  | 15  | \$170.83   | \$2,562.45   | \$142.00   | \$2,130.00   | \$265.00   | \$3,975.00   |
| 48 Remove and Replace Concrete Driveway Approach | SY  | 70  | \$181.07   | \$12,674.90  | \$156.00   | \$10,920.00  | \$220.00   | \$15,400.00  |
| 49 Remove and Replace 7-Inch Concrete Curb Ramp  | SY  | 40  | \$180.86   | \$7,234.40   | \$156.00   | \$6,240.00   | \$178.00   | \$7,120.00   |
| 50 HMA Binder Replacement 4-Inch (3 LT 58-28 S)  | TON | 10  | \$900.00   | \$8,000.00   | \$780.00   | \$7,800.00   | \$330.00   | \$3,300.00   |
| 51 HMA 2-Inch (4 LT 58-28 S)                     | TON | 250 | \$102.00   | \$25,500.00  | \$121.00   | \$30,250.00  | \$120.00   | \$30,000.00  |
| 52 Curb Ramp Detectable Warning Field Yellow     | SF  | 28  | \$45.00    | \$1,260.00   | \$50.00    | \$1,400.00   | \$36.00    | \$1,008.00   |
| 53 Water Valve Box Adjustment                    | EA  | 2   | \$1,500.00 | \$3,000.00   | \$1,500.00 | \$3,000.00   | \$702.00   | \$1,404.00   |
| 54 Interim Inlet Adjustments                     | EA  | 6   | \$1,650.00 | \$9,900.00   | \$1,650.00 | \$9,900.00   | \$3,233.00 | \$19,398.00  |
| 55 Remove Debris/Sediments from Inlets           | LS  | 1   | \$3,000.00 | \$3,000.00   | \$3,000.00 | \$3,000.00   | \$1,500.00 | \$1,500.00   |
| 56 Grade, Topsoil and Seed                       | SY  | 60  | \$70.00    | \$4,200.00   | \$35.00    | \$2,100.00   | \$95.00    | \$5,700.00   |
| 57 Mill Temporary Asphalt Wedges                 | SY  | 320 | \$6.50     | \$2,080.00   | \$7.00     | \$2,240.00   | \$15.00    | \$4,800.00   |
| 58 Concrete Curb and Gutter at Inlets            | LF  | 60  | \$60.00    | \$3,600.00   | \$145.00   | \$8,700.00   | \$148.00   | \$8,880.00   |
| 59 Remove Sediment/Debris from Curb and Gutter   | LS  | 1   | \$1,500.00 | \$1,500.00   | \$1,000.00 | \$1,000.00   | \$530.00   | \$530.00     |
| Base Bid Total                                   |     |     |            | \$484,154.20 |            | \$547,870.00 |            | \$570,740.00 |

3- S 48th Ct

| APPROVAL                       | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | MEETING<br>DATE<br>September 1, 2026 |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| REPORTS AND<br>RECOMMENDATIONS | Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate | ITEM NUMBER<br><br>G.15.             |

Existing cell towers communications facilities providers lease agreements for use of City and Franklin Water Utility properties in the City are at or approaching expirations terms, allowing for renewals or other forms of extensions thereof.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.



| APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | MEETING DATE<br>9/1/2026                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>REPORTS<br/>&amp;<br/>RECOMMENDATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>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</b> | <b>ITEM NUMBER</b><br><br><i>G.16.</i><br><br><b>District #:</b><br>Citywide |
| <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>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.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                              |

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| <b>APPROVAL</b>                 | <b>REVISED REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE<br/>09/01/2026</b> |
| <b>LICENSES AND<br/>PERMITS</b> | <b>MISCELLANEOUS LICENSES</b>                 | <b>ITEM/NUMBER<br/>H.</b>          |

See attached License Committee Meeting Minutes from the License Committee Meeting of September 1<sup>st</sup>, 2026.

### **COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of September 1<sup>st</sup>, 2026.



414-425-7500

**License Committee Agenda  
Franklin City Hall Aldermen's Room  
9229 West Loomis Road, Franklin, WI  
September 1, 2026 – 5:40 p.m.**

|                                                                      |                                                                                                                                                                                                                                                                                                                                                  |                        |             |             |
|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------|-------------|
| <b>1.</b>                                                            | <b>Call to Order &amp; Roll Call</b>                                                                                                                                                                                                                                                                                                             | <b>Time:</b>           |             |             |
| <b>2.</b>                                                            | <b>Applicant Interviews &amp; Decisions</b>                                                                                                                                                                                                                                                                                                      |                        |             |             |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                  | <b>Recommendations</b> |             |             |
| <b>Type/ Time</b>                                                    | <b>Applicant Information</b>                                                                                                                                                                                                                                                                                                                     | <b>Approve</b>         | <b>Hold</b> | <b>Deny</b> |
| <b>Extraordinary Entertainment &amp; Special Event<br/>5:45 p.m.</b> | <b>ROC Ventures - Frost Fest 2026</b><br>Person in Charge: Carinn Hoffman<br>Location: 7035 S. Ballpark Dr. – Franklin Field<br>Dates of 2026 Event: <b>11/19, 11/20, 11/21, 11/22, 11/25, 11/27, 11/28, 11/29, 12/3, 12/4, 12/5, 12/6, 12/10, 12/11, 12/12, 12/13, 12/17, 12/18, 12/19, 12/20, 12/21, 12/22, 12/23, 12/24, 12/26, and 12/27</b> |                        |             |             |
| <b>Operator<br/>2026-2027<br/>New</b>                                | <b>Tiffany Burger<br/>Country Lanes Bowling Center</b>                                                                                                                                                                                                                                                                                           |                        |             |             |
| <b>Operator<br/>2026-2027<br/>New</b>                                | <b>Cambrya Krukowski<br/>Walgreens #05884</b>                                                                                                                                                                                                                                                                                                    |                        |             |             |
| <b>Operator<br/>2026-2027<br/>New</b>                                | <b>Robin Rozinski<br/>Country Lanes Bowling Center</b>                                                                                                                                                                                                                                                                                           |                        |             |             |
| <b>Temporary Class “B”<br/>Beer &amp; “Class B”<br/>Wine</b>         | <b>Franklin Public Library Foundation – Author Visit with Jane Hamilton Literary Fundraiser</b><br>Person in Charge: Jennifer Loeffel<br>Location: Franklin Public Library – 9151 W Loomis Rd<br>Date of Event: 9/25/26                                                                                                                          |                        |             |             |
| <b>3.</b>                                                            | <b>Adjournment</b>                                                                                                                                                                                                                                                                                                                               | <b>Time:</b>           |             |             |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                  |                        |             |             |

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



|                 |                                       |                                  |
|-----------------|---------------------------------------|----------------------------------|
| <b>APPROVAL</b> | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE<br/>9/1/2026</b> |
| <b>Bills</b>    | <b>Vouchers and Payroll Approval</b>  | <b>ITEM NUMBER<br/>I</b>         |

Attached are vouchers dated August 14, 2026 through August 27, 2026 Nos. 208148 through Nos. 208319 in the amount of \$ 1,977,759.27. Also included in this listing are EFT Nos. 6615 through EFT Nos. 6636, Library vouchers totaling \$ 23,585.64, Tourism vouchers totaling \$ 31,413.53, Water Utility vouchers totaling \$ 118,134.64 and Property Tax Refunds in the amount of \$ 3,031.35. Voided checks in the amount of \$ (627.80) are separately listed.

Early release disbursements dated August 14, 2026 through August 26, 2026 in the amount of \$ 1,592,831.70 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated August 21, 2026 is \$ 496,153.30, previously estimated at \$ 502,000. Payroll deductions dated August 21, 2026 are \$ 579,227.88, previously estimated at \$ 578,000.

The estimated payroll for September 4, 2026 is \$ 486,000 with estimated deductions and matching payments of \$ 275,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of August 27, 2026 in the amount of \$ 1,977,759.27
- Payroll dated August 21, 2026 in the amount of \$ 496,153.30 and payments of the various payroll deductions in the amount of \$ 579,227.88 plus City matching payments and
- Estimated payroll dated September 4, 2026 in the amount of \$ 486,000 and payments of the various payroll deductions in the amount of \$ 275,000, plus City matching payments.

### **ROLL CALL VOTE NEEDED**