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

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JANUARY 3, 2023, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of December 20, 2022.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Discussion and Possible Action Regarding Correspondence from Supervisor Steve F. Taylor Regarding Resolution No. 2022-7863 A Resolution to Direct the Mayor and Staff to Work with Milwaukee County to Obtain Land or Access to Land for Storm Water Purposes In/Near the New Corporate Business Park (Alderman Nelson).
 - 2. Extension of Towing Contract for 2023-2024.
 - 3. Annual Market Adjustment, Market Adjustment to Wage & Salary Rates, and Progress to Market Wage Adjustment for Non-Represented Employees.
 - 4. Approval of Professional Services for Recruitment of a Director of Administration and a Director of Finance/Treasurer and Approval of Temporary Services for Both Positions.
 - 5. Finalization Tax Incremental Finance District #3 (Northwestern Mutual) – Accept Final Audit and Authorize Distribution of Remainder Funds.
 - 6. Authorization for the Director of Health and Human Services to accept, execute and deliver the 2023 Division of Public Health Consolidated Contracts to continue funding health department grants.
 - 7. A Resolution to Vacate a Service Road from S. 60th Street to S. 58th Street Located on the South Side of W. Ryan Road Between S. 60th Street and S. 58th Street (Part of the NW ¼ of Section 26, Township 5, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin).
 - 8. Review of the Professional Services Agreement Between the City of Franklin and Stantec Consulting Services Inc. for Quarry Monitoring Services for Calendar Year 2023.
 - 9. Temporary Limited Easement for Investigation of St. Martin of Tours Church Trail 7963 South 116th Street (TKN 798-9988-001).
 - 10. Reschedule Common Council Meetings Due to Spring Primary and Spring Election.

Common Council Meeting Agenda

January 3, 2023

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11. Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements) at 2895 W. Oakwood Road bearing Tax Key No. 951-9994-003. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/ Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 W. Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits:

1. License Committee Meeting of January 3, 2023.
2. Fireworks Process Review.
3. Review and Discussion of Extra Ordinary Events.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

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

REMINDERS:

January 5	Plan Commission	7:00 p.m.
January 17	Common Council Meeting	6:30 p.m.
January 19	Plan Commission	7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 20, 2022
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on December 20, 2022, and was called to order at 6:30 p.m. by Mayor Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Kristen Wilhelm, Alderman Mike Barber, and Alderman John R. Nelson. Also in attendance were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson. Alderwoman Shari Hanneman was not present.

- CITIZEN COMMENT B. Citizen comment period was opened at 6:31 p.m. and was closed at 6:55 p.m.

- MINUTES
DECEMBER 06, 2022 C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of December 06, 2022, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- HEARING: AMEND
2025 FUTURE LAND
USE MAP, WETLAND
TREEHOUSE LLC,
APPLICANT;
RAWSON LOOMIS
LLC, OWNER D. A public hearing was called to order at 7:00 p.m. on a proposed Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for property located at 8301 West Old Loomis Road, from Commercial Use and Areas of Natural Resource Features Use to Mixed Use (Wetland Treehouse LLC, applicant; Rawson-Loomis LLC, property owner). The property which is the subject of this application bears TKN 755-9997-000, consisting of approximately 51.61 acres of land. The public hearing was held open until the January 17, 2023 meeting.

- ORD. 2022-
AMEND 2025 FUTURE
LAND USE MAP FOR
TKN: 755-9997-000,
8301 W. OLD LOOMIS
RD., TREEHOUSE
LLC, APPLICANT;
RAWSON LOOMIS
LLC, OWNER G.1. Alderman Nelson moved to table this item to the January 17, 2023, Common Council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- JOHN’S DISPOSAL
SERVICES, INC.
AGREEMENT G.2. Alderwoman Wilhelm moved to approve a five-year agreement under option 1 to continue with John’s Disposal Services for refuse and recycling, and to direct the appropriate staff to prepare the contract documents for the same. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

- CONCEPT REVIEW
10885 S. 27TH ST.,
LIKEWISE
PARTNERS, LLC,
APPLICANT
- G.3. No action was taken following the presentation of a Concept Review for a land division and “Light Industrial Flex Space” development located at approximately 10885 S. 27th St. (TKN’S 978 9997 000, 978 9998 000, AND 978 9999 001), Mark Nordland, Likewise Partners LLC, Applicant.
- PURCHASE OF
TOWMASTER T-16
TILT DECK TRAILER
- G.4. Alderman Nelson moved to authorize the Department of Public Works to Purchase one TowMaster T-16 Tilt Deck Trailer and direct staff to complete a budget amendment, using funds from the Highway Operating Budget (Pavement Marking Fund) to pay for the purchase, in the amount of \$25,200.00. Seconded by Alderman Barber. All voted Aye; motion carried.
- SOLICIT QUOTES FOR
2023 HIGHWAY
EQUIPMENT
- G.5. Alderman Barber moved to authorize Department of Public Works staff to solicit equipment considered in the 2023 Highway Equipment Capital Outlay Fund. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- DPW SALE OF
SURPLUS
EQUIPMENT
- G.6. No action necessary following the presentation of the Department of Public Works Sale of Surplus Equipment.
- ORD. 2022-2524
AMEND §15-3.0442 OF
UDO PPD NO. 37 FOR
MIXED-USE
BUILDING AT SE
CORNER OF W.
RAWSON AVE. AND
BALLPARK DR.,
BALLPARK
COMMONS, LLC,
APPLICANT
- G.7. Alderwoman Eichmann moved to adopt Ordinance No. 2022-2524, AN ORDINANCE TO AMEND §15-3.0442 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS) TO ALLOW FOR A THREE-STORY MIXED-USE BUILDING WITH APARTMENTS ON THE GROUND FLOOR (AS WELL AS COMMERCIAL UNITS, ALLOWED BY THE DISTRICT) (MI AT BALLPARK COMMONS LLC, APPLICANT) (AT APPROXIMATELY THE SOUTHEAST CORNER OF WEST RAWSON AVENUE AND SOUTH BALLPARK DRIVE). Seconded by Alderman Nelson. All voted Aye; motion carried.
- RES. 2022-7926
PRIVATE PROPERTY
INFILTRATION AND
INFLOW REDUCTION
AGREEMENT
M10005FR02 WITH
MMSD
- G.8. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7926, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ENTER INTO A PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION AGREEMENT- FUNDING AGREEMENT M10005FR02 WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT IN THE AMOUNT OF \$50,240 with technical corrections made by the City Engineer and the City Attorney. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2022-7927
CHANGE ORDER NO.
1 FOR 2022 LOCAL
STREET
- G.9. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7927, A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 1 TO STARK PAVEMENT CORP. FOR THE 2022 LOCAL STREET IMPROVEMENT PROGRAM RESURFACING IN THE AMOUNT

IMPROVEMENT TO
STARK PAVEMENT
CORP.

OF \$88,680.34. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2022-7928
PRIVATE PROPERTY
INFILTRATION AND
INFLOW REDUCTION
AGREEMENT
M10005FR01 WITH
MMSD

G.10. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7928, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ENTER INTO A PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION AGREEMENT- FUNDING AGREEMENT M10005FR01 WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT IN THE AMOUNT OF \$972,690; SUBJECT TO TECHNICAL CORRECTIONS BY LEGAL AND ENGINEERING STAFF AFTER FULL MMSD REVIEW OF AGREEMENT for project FR2005, FR2006 and FR2012. Seconded by Alderman Holpfer. All voted Aye; motion carried.

HOLD A
RESOLUTION TO
VACATE SERVICE
ROAD FROM S. 60TH
ST. TO S. 58TH ST.

G.11. Alderman Barber moved to hold a resolution to vacate a service road from S. 60th Street to S. 58th Street Located on the South Side of W. Ryan Road Between S. 60th Street and S. 58th Street to the January 3, 2023 Common Council meeting. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2022-7929
AMEND RES. NO.
2019-7467, SPECIAL
USE FOR TRUCKING
COMPANY (BAST
MARSHALL LLC,
APPLICANT)

G.12. Alderman Holpfer moved to adopt Resolution No. 2022-7929, A RESOLUTION TO AMEND RESOLUTION NO. 2019-7467 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN OVER-THE-ROAD TRUCKING COMPANY LOCATED AT 11141 WEST FOREST HOME AVENUE TO ALLOW FOR A RECRUITMENT, TRAINING AND REGIONAL OFFICE FOR GO RITEWAY TRANSPORTATION GROUP (BAST MARSHALL LLC), AND PROVIDING SCHOOL BUS TRANSPORTATION FOR THE CITY OF FRANKLIN SCHOOL DISTRICT (ROBERT J. BAST, CO-OWNER OF GO RITEWAY TRANSPORTATION GROUP (BAST MARSHALL LLC), APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2022-7930
ENVIRONMENTAL
ENGINEERING
SERVICES
AGREEMENT WITH
JSA
ENVIRONMENTAL,
INC.

G.13. Alderman Barber moved to adopt Resolution No. 2022-7930, A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2023, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Nelson. All voted Aye; motion carried.

2023 PROPERTY AND
CASUALTY
INSURANCE

G.14. Alderman Barber moved to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance

COVERAGE

(LWMMI), Chubb, Hanover, ACE American Insurance Company, and Cowbell Cyber for 2023, as noted in the table above, for an estimated total annual premium of \$735,266, and to further authorize the payment of premiums in accordance with or as required by said policy documents. Seconded by Alderman Holpfer. All voted Aye; motion carried.

LICENSE COMM.
RECOMMENDATIONS

H. Alderwoman Wilhelm moved to approve the following licenses:

Grant 2022-2023 Operator Licenses to: Lindsay Tenggel, Nicole Baker, Amanda Becker, & Simran Singh;
Grant "Class A" Beer & Liquor Change of Agent to: Walgreens #05459, Austin Korth, 9909 W Loomis Rd;
Approve the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) to VFW Post 10394 (Franklin/Hales Corners) – St. Martin's Fair Licenses: Operators, Temporary Entertainment & Amusement, Temporary Class "B" Beer Licenses, & Peddler's Permit, 9/3-9/4/2023, Post Property, 11300 W Church St.;
To carry Fireworks Display Process to next meeting; and
To continue review & discussion of Extra Ordinary Events until next agenda.

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

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve City vouchers with an ending date of December 15, 2022, in the amount of \$ 3,251,490.66 and Property Tax disbursements with an ending date of December 15, 2022 in the amount of \$ 54.63 and payroll dated December 16, 2022 in the amount of \$ 464,542.63 and payments of the various payroll deductions in the amount of \$ 295,585.14, plus City matching payments and estimated payroll dated December 30, 2022 in the amount of \$ 442,000 and payments of the various payroll deductions in the amount of \$ 440,000, plus City matching payments and approval to release Library vouchers not to exceed \$ 25,000.00 and approval to release payment to Parking Lot Maintenance, LLC in the amount of \$ 70,105.30. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
APPOINTMENT OF
DIRECTOR OF
INSPECTION
SERVICES –
ANTHONY CSAVOJ

G.15. Alderman Barber moved to confirm the appointment of Anthony Cavo as the Director of Inspection Services for the City of Franklin pending successful completion of a background check and pre-employment drug screen, including 40 hours of sick time, accrual of 4 weeks of vacation, and 5 personal days per year upon start of employment and the ability to utilize sick time immediately if needed and 1 week of vacation in advance of 6 months of employment. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

CLOSED SESSION

G.16. 8:25 p.m. recessed for a short break. Resumed open session at 8:33

CODE OF CONDUCT
COMPLAINTS

p.m.

Alderman Holpfer moved to confirm Director of Administration Steeno, Mayor Olson and Mr. Pelkey be attendants in the closed session. Alderwoman Wilhelm asked for clarification on the rules. Rules were clarified by City Attorney Wesolowski. Alderman Nelson would like to clarify if this could be done in open session. City Attorney recommends that it be in closed session pursuant to Wis. Stats. §19.85(1)(f). Deliberation will be held in closed session without all parties, Director of Administration Steeno, Mayor Olson and Mr. Pelkey in the closed session. Motion failed for lack of second. Alderman Holpfer withdrew his motion.

Alderman Barber moved to enter closed session at 8:56 p.m. pursuant to Wis. Stats. §19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate, and included in the session Mayor Olson, Director of Administration Steeno, and Citizen Complainant Andy Pelkey. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried. Upon reentering open session at 11:26 p.m., Alderman Nelson moved with regard to the complaint reviewed and deliberated in closed session no action taken, the matter is closed. Seconded by Alderman Holpfer. All voted Aye; motion carried. Alderman Holpfer moved to confirm selection of Judge Riley and proceed with the other matters/processes as discussed in closed session. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting of the Common Council at 11:32 p.m. Seconded by Alderman Holpfer. All voted Aye; motion carried.

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<p>APPROVAL</p> <p><i>KKK</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>01/03/2023</p>
<p>Reports & Recommendations</p>	<p>Discussion and Possible Action Regarding Correspondence from Supervisor Steve F. Taylor Regarding Resolution No. 2022-7863 A Resolution to Direct the Mayor and Staff to Work with Milwaukee County to Obtain Land or Access to Land for Storm Water Purposes In/Near the New Corporate Business Park (Alderman Nelson).</p>	<p>ITEM NUMBER</p> <p><i>G.I.</i></p>
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to approve the Mayor and Staff to work with Milwaukee County to obtain land or access to land for storm water purposes in/near the new corporate business park.</p> <p>Or</p> <p>Motion to .</p>		

HK-Clerk



BOARD OF SUPERVISORS
Steve F. Taylor
17TH DISTRICT SUPERVISOR

December 27, 2022

Alderman,

Here is a brief recap of my verbal remarks at the December 20th Common Council Meeting. On May 17th the Common Council adopted Resolution 2022-7863 directing staff to negotiate with Milwaukee County to obtain land for storm water purposes. On or about August 26th I received a packet of information from Steve Olson and Shari Hanneman. On October 20th I met with Shari Hanneman, Peggy Steeno and John Regetz to discuss the City's request and I presented the terms I would support. If the Common Council was agreeable, I would assist getting approval of the Milwaukee County Board. Here are the terms:

- Easement to build stormwater basin would cost \$700,000 (\$70,000/acre)
- Half (\$350,000) would be spent in City of Franklin to enhance Milwaukee County Parkland (Grobschmidt, Park, Fitzsimmons Woods, and Franklin Savannah)
- Half (\$350,000) would be spent in a Milwaukee County Park located in Supervisor Martin's District

Alderwoman Hanneman mentioned the per acre cost at which time I pointed out the approximate \$120,000/acre it would cost to purchase the Biller property. Not only would that money leave Milwaukee County and the City of Franklin but it would also clearly lower the developable amount in the business park. This was pointed out in the documentation sent to Milwaukee County.

I spoke with Shari on December 2nd wanting to know that status of what we discussed. I relayed that if the city was interested, we should proceed now because it will take time to draft up an agreement and get both governmental bodies to sign off on. At this point I was told that "I can't come up with \$700,000" and the conversation ended.

I spoke at the Common Council meeting for several reasons. First, that the status of the negotiations was not presented to the Common Council and one alderman cannot speak for the rest of the body. Secondly, recent Waukesha water easement negotiations hit a snag when it reached the County Board. The original offer was \$100,000 for 75 acres. The Board balked and it ended up being \$250,000 (\$333,333/acre). I only mention this because the fair price I proposed may not be the end amount once Board starts deliberating.

I leave you with these final thoughts. Steve Olson started talking to me about this over a year ago. He told me that Sup Logsdon had no desire to assist, and the County Executive wouldn't spend time on it without the support of the sitting Supervisor. Shortly after I was elected Olson wanted to move forward quickly and was proven by the fact that a month after I was sworn in a resolution was put before the Common Council. Now there seems to be no sense of urgency and if I was sitting in your seat I would ask why. You approved the resolution and now know the terms. It is your decision on whether you want to work with Milwaukee County or Scott Biller. Doing nothing isn't an option unless things are being concealed from you. Please feel free to reach out to discuss. All My Best!!

Steve F. Taylor

MILWAUKEE COUNTY COURTHOUSE

901 North 9th Street, RM 201 • Milwaukee, WI 53233

Phone (414) 278-4263 • Fax (414) 223-1380 • steve.taylor@milwaukeecountywi.gov • county.milwaukee.gov/SteveTaylor

"Any definition of a successful life must include serving others." – George H. W. Bush



City of Franklin
Office of the Mayor

August 23, 2022

David Crowley
County Executive
Milwaukee County
909 N. 9th St.
Milwaukee, WI 53202

Dear Executive Crowley:

We've often talked about development opportunities in Franklin and working with the County to assure financial success for our jurisdictions.

Attached is a proposal being submitted to the Milwaukee County Parks Department for participation in the success of TID 8 in the City of Franklin with the contribution of an easement for storm water management.

We're also making sure that Supervisor Steve Taylor, Director of Administration Aaron Hertzberg and Economic Development Director Calli Berg are also receiving copies and we welcome their questions.

Our proposal represents a break in traditional activity for Milwaukee County. Participation will show the rest of the County as well as State government that the County is now looking at the business aspects of holding land and active assistance in economic development projects that will generate new growth and tax base.

Franklin staff will be working with Supervisor Taylor and County staff to complete the plan.

As always, don't hesitate to call with any questions or issues.

Sincerely,

A handwritten signature in black ink that reads "Stephen R. Olson".

Stephen R. Olson
Mayor

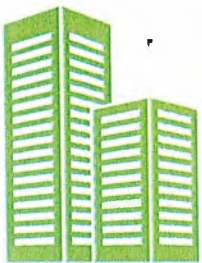
A handwritten signature in black ink that reads "Shari C. Hanneman".

Shari Hanneman
Aldерwoman, District 4
Common Council President

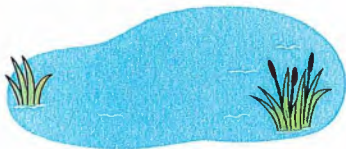
FRANKLIN CORPORATE PARK ELM ROAD STORM WATER BASIN

Proposal for Milwaukee County Partnership

A small land contribution from Milwaukee County for a stormwater retention basin will maximize the long-term economic value of this development



FRANKLIN CORPORATE PARK = 521 ACRES
> \$136 Million investment
>1,000 Living wage jobs



ASK: 10 Acre easement to locate stormwater basin



Proposed & Current Corporate Park Projects = \$587,000 annual revenue to Milwaukee County*



With Alternative Stormwater Basin Location = Loss of \$31.3M of available development and \$134,590 annual revenue to Milwaukee County*



PROPOSAL
MILWAUKEE COUNTY PARTICIPATION
ELM ROAD STORM WATER RETENTION BASIN
FRANKLIN CORPORATE PARK, FRANKLIN, WI

EXECUTIVE SUMMARY

Franklin Corporate Park is a substantial component of Milwaukee County economic growth, possessing 521 commercial and industrial acres, an I-94 & Elm Road interchange, \$136 million of constructing and planned development, generating over 1,000 good jobs. Infrastructure improvements are being made through Tax increment District (TID) 8 to support this development including street, water, sewer, electric and stormwater systems.

To facilitate development and infrastructure improvements along W. Elm Road a stormwater management basin needs to be constructed. To maximize investment on the developing Wangard project its stormwater basin needs to be relocated and could be incorporated in to the W. Elm Rd. basin.

Adjacent Milwaukee County lands to the west of Wangard and W. Elm Rd. are unused, undevelopable and could accommodate the new stormwater basin. Map 2 shows all planned infrastructure, including the proposed basin. Alternative sites have been examined and would cost Milwaukee County \$31.3 million planned development and subsequent annual revenues of \$134,590.

The City of Franklin would assume all costs to operate a stormwater retention basin, so no costs accrue to Milwaukee County. The land can be lent to the City for this use. By participating in this project and employing idle land Milwaukee County will protect and maximize future revenues.

INTRODUCTION
FRANKLIN CORPORATE PARK

The Franklin Corporate Park is 521 acres in southeast Franklin City. It is served by the new Elm Road Interchange on I-94, providing a unique opportunity to increase Milwaukee County and City commercial property tax and employment bases.

Over \$136 million of prime development is under construction, pending, or planned in Corporate Park, with more than 1,000 good paying jobs committed or expected.

Improvements include Elm Road and Hickory Street, stormwater management facilities, water, sewer and traffic control construction, signage and streetscaping. Investments in improvements to South 27th Street, intersections and environmental features are also included in the project plan.

Investment in relocating high power transmission lines is being made to maximize the value and amount of developable land in the Park.

Reconstruction of Elm Road is critical to development of the whole business park and a stormwater management basin is required to support it and all sites directly served. Wangard Development plans for an additional 90,000 square feet of space that depends on moving the existing stormwater basin on their site to a Milwaukee County owned site being proposed in this document.



This proposal for County land participation builds on the partnership in Tax Incremental Financing between Milwaukee County and the other taxing jurisdictions of the Franklin Corporate Park.

COUNTY INTEREST

Milwaukee County will benefit from the increased assessed valuation generated as the resulting development and closure of TID district 8. The County is calculated to receive an additional \$587,000 annually from this project, after TID 8 is closed. Investment and job creation in Corporate Park and TID 8 are currently meeting projections and the proposed stormwater retention basin will facilitate planned and ongoing projects and continuing growth. Action now is needed from Milwaukee County to employ a currently idle resource to complete development in Corporate Park within TID 8 finance timeframes and maximize the County's return on its participation. Expediently seizing development opportunities for this area will provide County and City residents lower tax rates and good job opportunities.

Currently parcel 950-9998-001 (see MAP 2) generates no property tax revenue as a County-owned property. The parcel contains primarily woodland and wetland reserve areas and is otherwise undevelopable.

TAX INCREMENTAL FINANCING, FRANKLIN AND MILWAUKEE COUNTY

Tax Incremental Financing is based on the use of new taxes generated by new growth to pay for the costs to cause the new growth. Simply put, Growth pays for Growth. TIF's require that all the property taxing entities contribute this new tax revenue to debt payment so that the total increment can be put back on the tax rolls (the benefit) as quickly as possible. These taxing jurisdictions continue to receive the tax revenue from the district on the "base" value of the properties when the district is created thereby not penalizing anyone for the creation of the district.

Tax Incremental Financing (TIF) is the only tool available to Class 2 and Class 3 cities to finance economic development projects. Wisconsin Statute 66.1105 specifies all criteria that must be met to form a district, how a district is to be managed and all other terms of the financing plan. By definition, new incremental taxes generated within the district are used to pay off debts incurred as outlined in the approved project plan. Cities are the administrative and financial responsible parties for TIF districts. TIF's take advantage of the taxing power of all underlying taxing jurisdictions levying property taxes on the district.

In order of highest to lowest levy's in this district; Oak Creek-Franklin Schools (40.95%), City of Franklin (23.86%), Milwaukee County (22.12%), Milwaukee Metropolitan Sewerage District (7.61%) and Milwaukee Area Technical College (5.47%). As is apparent by this list, there are five business and financing partners in this TID. TABLES 2 and 3 shows estimated tax increment generated on current and planned investments through the life of TID 8.

As mentioned, TIF's are available generally only to Cities and Villages in the state and under certain circumstances, Towns may use the tool. Counties may not use the tool outside of a municipal TID.

Because TID's are the tool for cities, villages and in some cases towns, they are the responsible partners for the administration of these districts and the "developer" of the project requiring investment of administrative, financial, legal and staff time and engineering and construction management in many cases. The financial



burden rests on the municipality and has impacts in many cases on bonding capabilities, yet the beneficiaries are all of the taxing entities (in this case, four others).

In this specific TID, the City is also contributing its' assets to the benefit of the district by donating exiting roadways to be expanded (less expensive than building new roads), engineering, legal, financial and administrative staff whose costs cannot be recovered from the TIF.

Map 1 illustrates Corporate Park's complete development layout concept, planned commercial projects and those under construction. These projects will generate enough revenue during TID 8's 20-year life to pay for infrastructure improvements. There are an estimated 17 years remaining for TID 8 and investment is on track to meet revenue generation needs.

REQUEST

The re-construction and widening of the City of Franklin owned Elm Road to become the main entrance and roadway requires a stormwater management basin. Wangard Development plans for an additional 90,000 square feet of space that depends on moving the existing stormwater basin on their site to the proposed site. The city has analyzed several different locations to locate this stormwater basin including parcels on Elm Road, Hickory Street and a Milwaukee County Parks parcel (Tax Key # 950-9998-001, see attached Map 2). The analysis considered cost to build, effectiveness and cost (engineering, construction, maintenance and land acquisition cost and opportunity cost).

The stormwater basin is most effectively located on the Milwaukee County Parks parcel (Tax Key # 950-9998-001) just west of the park and is part of the Root River corridor. The primary alternate parcel is located on Hickory Street (owned by Biller Development), fronts the street and would occupy approximately 5 acres of developable land. Using this site for a stormwater retention basin would cost Milwaukee County and the other taxing jurisdictions not only the price of the land but also the probable tax revenue (forever) from the development of the land (Elm Rd costs even more).

Also, redevelopment drainage off Elm Rd will have to be on development sites, more expensive, delayed and possibly resulting in a poor entrance to Corporate Park. If momentum is stalled due to this lack of quality access then, Biller's remaining lots on Hickory St. may not develop in the life of TID 8.

The following TABLE 1 highlights the lost value and revenue to the county if this site is used.

The Milwaukee County 2021 tax rate is \$4.3/m



TABLE 1

Parcel	Gross Acres	Acquisition Cost (est.)	Development Value (est.)	County Tax Value Loss (est.)
Milwaukee County	101 acres	\$0	\$0	\$0
W. Elm Rd.	<20 acres	Approx. \$500,000	\$12,000,000	\$51,600 annual \$500,000 one time
Hickory St.	5 acres	Approx. \$600,000	\$5,000,000	\$21,500 annual \$600,000 one time
Wangard	3.16 acres	-	\$6,300,000	\$27,000 annual
Remaining Biller's (Hickory St.)	-	-	\$20,000,000	\$86,000
Lost revenue opportunity				\$134,590 annually

From TABLE 1 we see the following results for constructing on the shaded Hickory St. (Biller) alternative:

- Wangard’s additional 90,000 square feet would not be built, resulting in \$6.3 million lost investment and \$27,000 lost annual county revenue, upon TID closure;
- The Hickory St. (Biller) site would not be commercially developed, resulting in \$5 million lost investment and \$21,500 lost annual county revenue, upon TID closure (more if W. Elm Rd. site is used);
- Remaining Biller (Hickory St.) development;
- A total of \$134,590 is lost annual county revenue, upon TID closure.

Additionally, TID 8 loses \$233,910 of annual infrastructure development revenues and spends in \$600,000 Biller land acquisition cost. Lots south of Biller’s development on Hickory St. will not develop as fast and maybe not during TID 8’s life.

The City of Franklin respectfully requests Milwaukee County contribute or grant an easement from parcel 950-9998-001 as the site for the retention basin of approximately 10 acres.

Milwaukee County would play an active role in facilitating economic development in the City of Franklin and the County, as well as permanently increasing its commercial property tax revenues.

The City of Franklin would assume any operating costs for the retention basin.

By employing an idle resource, at no cost to the county, the risk of losing future revenue is minimized.

Map 2 delineates infrastructure improvements to be executed in Corporate Park, including the proposed stormwater retention basin and County land project. Appendix 1 is a feasibility study, conducted by the City of Franklin to demonstrate the viability of our request.



SUMMARY

The Franklin Corporate Park presents an opportunity for Milwaukee County to support and ensure increased tax base and job creation.

The City of Franklin has made significant effort and investment in this opportunity through planning, engineering and creation of Tax Increment District 8 to finance infrastructure and development, including drainage for land and street construction (Elm Road and Hickory Street).

Milwaukee County can facilitate Corporate Park infrastructure development by using some of its land adjacent to the Park for a stormwater retention basin, which will have no expense to the County.

Milwaukee County can maximize its return on participation, and TID 8 financial effectiveness, by acting expeditiously to establish the stormwater retention basin.

Milwaukee County and citizens will enjoy increased job opportunities and tax base because of its participation in this project.

LEGEND

-  TID B
-  PROPOSED STREET
-  FUTURE STREETS (CONCEPTUAL)
-  LOT LINES



0 500 1000

SCALE IN FEET

0 1/8 1/4

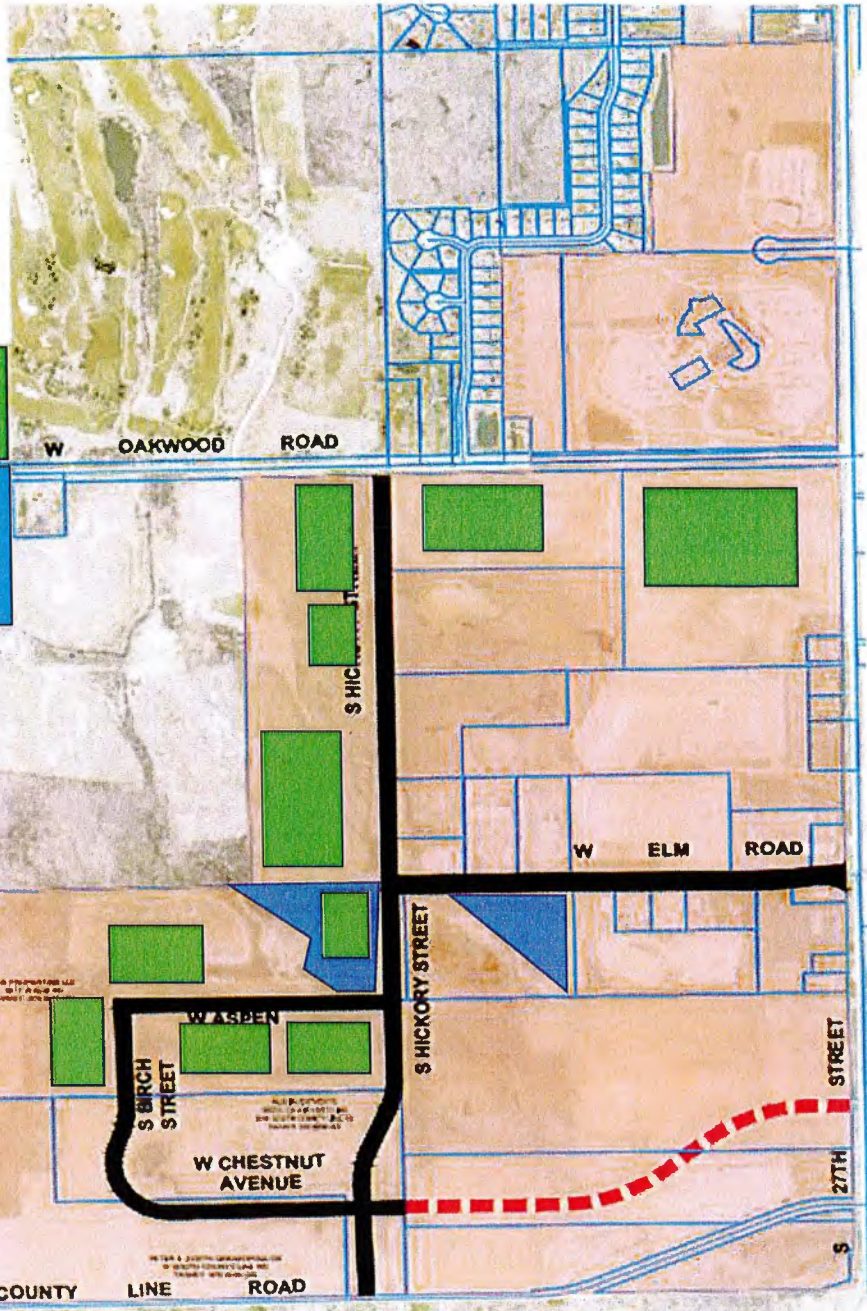
SCALE IN MILES

CORPORATE PARK



BUILDINGS UNDER CONSTRUCTION OR PLANNED FOR DEVELOPMENT (not to scale, or precise location)

Alternate, costly, stormwater management basins on developable land (not to scale or precise location)



DATE: JULY 14, 2022

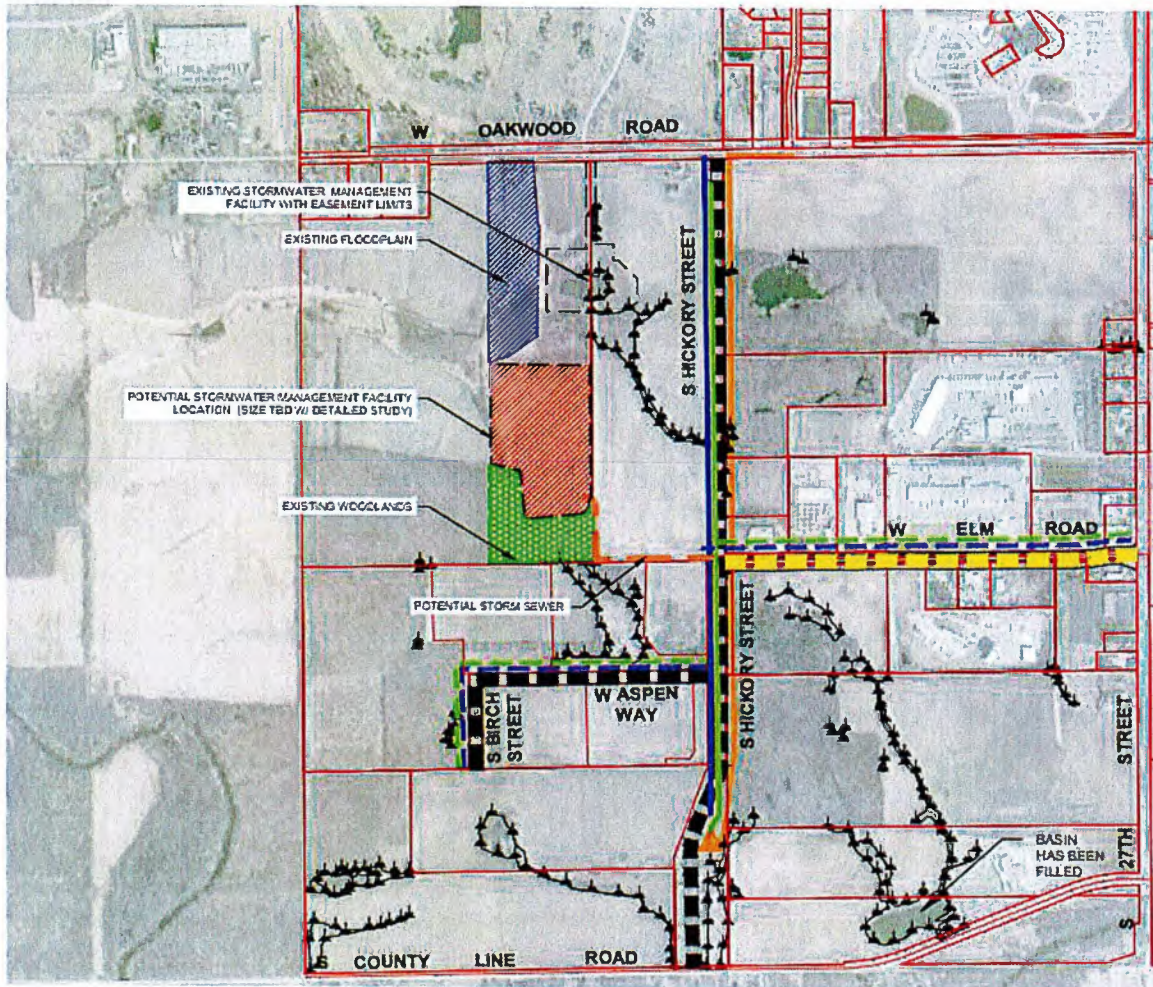
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MAP 2

FRANKLIN CORPORATE PARK

INTERIOR STREET AND UTILITY LAYOUT

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN



LEGEND

-  PROPOSED WATER MAIN
-  PROPOSED SANITARY SEWER
-  PROPOSED STORM SEWER
-  EXISTING WATER MAIN
-  EXISTING SANITARY SEWER
-  EXISTING SANITARY FORCE MAIN
-  EXISTING SEWAGE PUMPING STATION
-  PROPOSED NEW STREET
-  EXISTING STREET TO BE RECONSTRUCTED
-  DELINEATED WETLANDS (NOT COMPLETE)



SCALE IN FEET



SCALE IN MILES

DATE: JULY 21, 2022

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SOURCE:

BASEMAP SOURCE:

TABLE 2

City of Franklin, WI										
TAX INCREMENT DISTRICT (TID) & Investment & Increment Generation										
Milwaukee County Revenues - Post TID Closure										
DEVELOPMENT INVESTMENT										
PROJECT	Wangard	Wangard	HSA	Saputo	Biller					
Acres	42.96		17.45							
Bldg Sq Ft	235,000	300,000	271,780	310,485	650,000					
CONSTRUCTION YEAR	Actual Total					Plan Investment	Plan Investment Running Total	Projects Investment Running Total		
2021	12,000,000					12,000,000	25,000,000	12,000,000		
2022			17,500,000	60,000,000		77,500,000	38,650,035	89,500,000		
2023		18,000,000				18,000,000	55,300,070	107,500,000		
2024						-	68,950,105	107,500,000		
2025		4,000,000				4,000,000	81,820,138	111,500,000		
2026				25,000,000		25,000,000	93,520,168	136,500,000		
2027						-	105,220,198	136,500,000		
2028						-	116,920,228	136,500,000		
2029						-	128,620,258	136,500,000		
2030						-		136,500,000		
2031						-		136,500,000		
2032						-		136,500,000		
2033						-		136,500,000		
2034						-		136,500,000		
2035						-		136,500,000		
2036						-		136,500,000		
2037						-		136,500,000		
2038						-		136,500,000		
2039						-		136,500,000		
Increment Generation	12,000,000	22,000,000	17,500,000	60,000,000	25,000,000	136,500,000	128,620,258	136,500,000		
						INCREMENT GENERATION				
						586,950	553,067			
PREMANENT ANNUAL MILWAUKEE COUNTY REVENUE (0.43% X ttd incrrmt)										

TABLE 3

TID 8 Current Project Investment 8-5-22

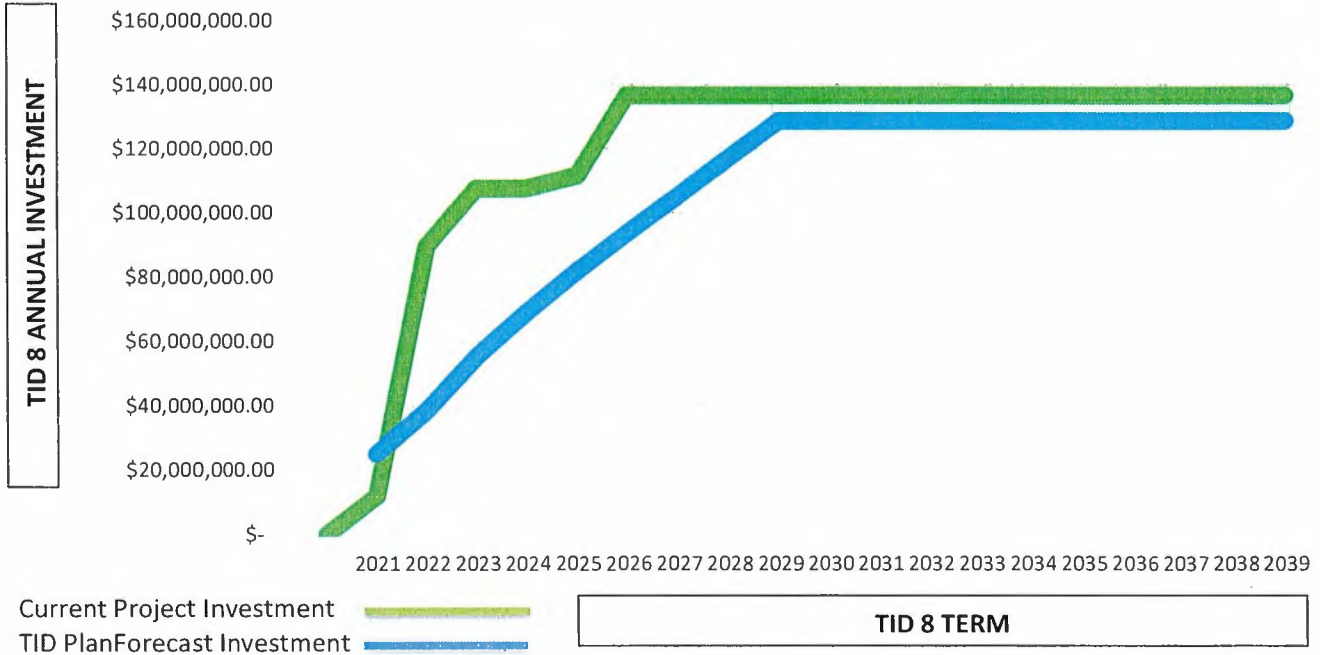
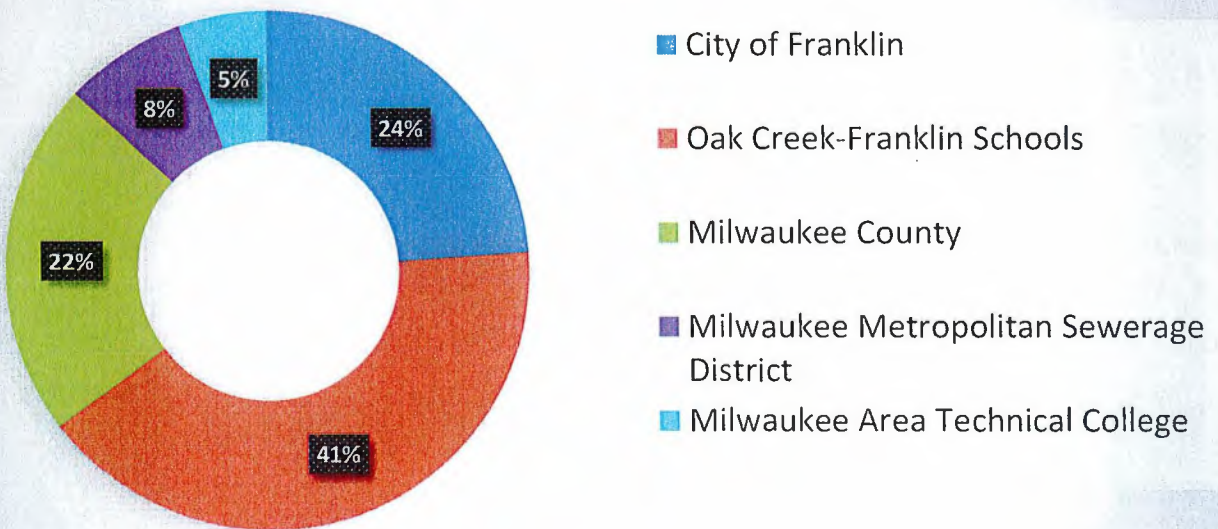


TABLE 4

TAXING DISTRICT REVENUE SHARES



August 6, 2021

Mr. Glen E. Morrow P. E.
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re: Franklin Corporate Park
Alternate Storm Water Management Facility Feasibility Analysis

Dear Mr. Morrow:

We have completed the feasibility analysis in accordance with Amendment 3 of Task Order 5 for the Franklin Corporate Park. The purpose of the analysis was to determine if it is feasible to construct an alternative storm water management facility located on property currently owned by Milwaukee County Parks. Below is a summary of our findings:

1. Topographic Survey: A topographic survey using drone technology was conducted of the Study Area identified in the task order amendment.
 - a. The survey included collection of data points to develop a topographic surface of the Study Area.
 - b. The survey also included obtaining a high-resolution orthographic image of the Study Area.
 - c. The data points, surface and orthographic image were used to develop exhibits for other tasks within the analysis including a preparation of a preliminary grading plan for multiple alternatives of a wet detention basin to manage storm water runoff from the Elm Road corridor, the Hickory Street corridor north of Elm Road and environs.
2. Wetland Delineation: A wetland investigation and delineation was conducted across the Study Area by R/M staff. The investigation identified some wetlands exist within the Study Area. R/M prepared a report entitled "Franklin Corporate Park Stormwater Site Wetland Delineation Report" dated June 17, 2021. The report includes copies of exhibits showing the location and extent of the delineated wetlands. Wetlands identified in the Study Area are not anticipated to be impacted by the proposed storm water management facility. A copy of the report was previously provided to the City of Franklin.
3. Environmental Screening: An environmental screening investigation was conducted across the Study Area by R/M staff. The investigation identified several environmental resources are associated with the Study Area. R/M prepared a report entitled "Preliminary Environmental Screening" dated August 3, 2021. The report includes an executive summary outlining recommended next steps if a storm water management facility is further pursued within the Study Area. Based on the information available at the time of the screening, it appears that it would be

Mr. Glen E. Morrow, P.E.

Re: Franklin Corporate Park - Alternate Storm Water Management Facility Feasibility Analysis

August 6, 2021

Page 2

feasible to construct a storm water management facility within the Study Area. A copy of the report was provided to the City of Franklin under separate cover.

4. Hydrologic Calculations: We calculated peak flow rates and runoff volumes from existing and proposed conditions from the Elm Road corridor, the S. Hickory Street corridor and other areas within the Franklin Corporate Park that could be tributary to the proposed alternate storm water management facility on the County parcel.
 - a. Preliminary results of the calculations were discussed with City staff during a meeting held at our office on July 2, 2021.
 - b. During the meeting it was determined that it would be cost prohibitive to convey storm water runoff from all possible tributary areas to the proposed storm water management facility on the County's parcel. Therefore, it was decided that a smaller service area for the proposed storm water management facility on the County's parcel would be identified.
 - c. The smaller potential service area was limited to runoff from the Elm Road corridor and the S. Hickory Street corridor.
 - d. The larger potential service area was limited to runoff from the Elm Road corridor, the S. Hickory Street corridor and most of the Wendt Family Trust parcel according to the development plan that is currently proposed. The remaining area of the Wendt Family Trust parcel may become tributary to the proposed storm water basin on the County's parcel if the grading and internal storm sewers/swales are modified. However, if the development plan cannot be modified to make the remaining area tributary to the basin on the County's parcel, then the remainder of the Wendt Family Trust parcel will have to have its own separate storm water management facility.

5. Storm Sewer Routing: Our analysis included a review of preliminary storm sewer routes that will collect storm water runoff from the Elm Road and S Hickory Street corridors.
 - a. The analysis found that it will be possible to serve all of the S Hickory Street corridor and the west part of the Elm Road corridor with gravity flow storm sewer.
 - b. Exhibits 1 and 2 attached to this letter show the preliminary routes and pipe sizes needed to serve the larger and smaller service areas identified above.
 - c. An easement will be needed for storm sewer routed from the storm water management facility on the County's parcel across the Wendt Family Trust parcel for both alternatives.
 - d. There are 2 culvert/storm sewer crossings that were already planned to be installed under S Hickory Street that will be necessary to convey runoff from lands east of S Hickory Street across the Wendt Family Trust parcel and ultimately to the Root River. Storm sewer extending north in Hickory Street will be constructed beneath one of these culvert crossings. Elevations of the northerly culvert crossing under S Hickory Street restrict the size of the storm sewer serving the S Hickory Street corridor.

Mr. Glen E. Morrow, P.E.

Re: Franklin Corporate Park - Alternate Storm Water Management Facility Feasibility Analysis

August 6, 2021

Page 3

6. Hydraulic Modeling and Preliminary Pond Design: We have evaluated the potential of placing a wet storm water detention pond on the parcel owned by Milwaukee County. Exhibits 1 and 2 attached to this letter depict two wet detention pond alternatives that would adequately serve the larger and smaller service areas identified above.
 - a. The modeling shows that it is feasible to manage storm water runoff from the west part of the Elm Road corridor and all of the S Hickory Street corridor between Elm Road and Oakwood Road.
 - b. The modeling also shows that it is feasible to manage storm water runoff from most, if not all, of the development currently proposed on the Wendt Family Trust parcel.

7. Cost Estimates: The analysis included preparation of two preliminary cost estimates for the two wet pond alternatives identified above.
 - a. The estimates include earthwork quantities, outlet structures and piping as well as restoration of the disturbed areas around the wet pond facility.
 - b. The estimates also include costs for storm sewers needed to convey runoff from the Service Area.
 - c. The cost estimate for the larger service area alternative assumes the currently proposed development on the Wendt Family Trust parcel will include their own internal storm sewers which will connect to the City's storm sewer system within the easement on the Wendt Family Trust parcel. The assumption means that storm sewer from the Wendt Family Trust parcel would not connect to the City's storm sewer along S Hickory Street. Therefore, we have assumed that size and costs of storm sewer within the Elm Road and S Hickory Street corridors will not change regardless of which alternative is chosen.
 - d. The cost of the culvert systems crossing under S Hickory Street are not included in the attached cost estimates.

8. 2006 Geotechnical Investigation:
 - a. PSI prepared a geotechnical data report entitled "Supplemental Report for Geotechnical Engineering Services for the Proposed Sanitary Sewer and Detention Pond Project, Oakwood Road, Franklin, Wisconsin" dated December 21, 2006. A copy of the report was previously provided to the City of Franklin.
 - b. The PSI investigation included 4 soil borings located within the footprint of the pond located south of Oakwood Drive and west of Hickory Street. This pond was constructed to manage runoff from the widening improvements to Oakwood Road in 2007.
 - c. Borings extended 25 feet to depths ranging from elevation 670 to 678.
 - d. In general, soils encountered were lean clay with what is believed to be perched groundwater at depths of 4 to 9 feet which corresponds to elevations of 686 to 698. No bedrock was encountered in these borings.

Mr. Glen E. Morrow, P.E.

Re: Franklin Corporate Park - Alternate Storm Water Management Facility Feasibility Analysis

August 6, 2021

Page 4

- e. It is noted that the clay identified in the borings in the vicinity of the bottom of the basin was determined to be suitable for limiting infiltration and therefore a pond liner was not necessary.

9. 2018 Geotechnical Investigation: This feasibility analysis did not include a geotechnical investigation.
 - a. Terracon prepared a geotechnical data report entitled "Geotechnical Engineering Report – Phase 1, Franklin Business Park Phase 1, Franklin, Wisconsin dated December 14, 2018. A copy of the report was previously provided to the City of Franklin.
 - b. The Terracon investigation included several soil borings taken on the Wendt Family Trust parcel east of and adjacent to the Milwaukee County parcel. Borings 3, 5 and 8 from this investigation are close to the proposed stormwater management facility on the County's parcel. The logs for these borings do not indicate the presence of groundwater at depths similar to the proposed pond bottom. However, ground water is present at other borings and may be anticipated at the proposed pond location. In addition, none of the borings in the report prepared by Terracon indicate the presence of bed rock.

10. Future Geotechnical Investigation: We recommend the City of Franklin commission a geotechnical investigation within the vicinity of the proposed stormwater facility to determine soil conditions, depth to ground water and identify possible subsurface impediments such as bedrock.

Based on the information currently available it would be feasible to construct a storm water management facility on the parcel currently owned by Milwaukee County Parks to serve the Elm Road corridor and the S Hickory Street corridor north of Elm Road. It would also be feasible for the facility to serve most of the development on the Wendt Family Trust parcel as currently proposed. The feasibility determined in this analysis is preliminary and is subject to additional investigations and detailed designs. The feasibility is also subject to the City acquiring the property and obtaining all applicable permits and approvals.

Mr. Glen E. Morrow, P.E.

Re: Franklin Corporate Park - Alternate Storm Water Management Facility Feasibility Analysis

August 6, 2021

Page 5

Please contact our office with any questions regarding this matter. Thank you for allowing us to be of service to the City of Franklin.

Respectfully,

RUEKERT & MIELKE, INC.



Anthony D. Petersen, P.E. (WI, IA)

Senior Project Manager

apetersen@ruekert-mielke.com

ADP:adp

Enclosures

cc: Calli Berg, CEcD, EDFP, City of Franklin
Christopher M. Genellie, P.E., Ruekert & Mielke, Inc.



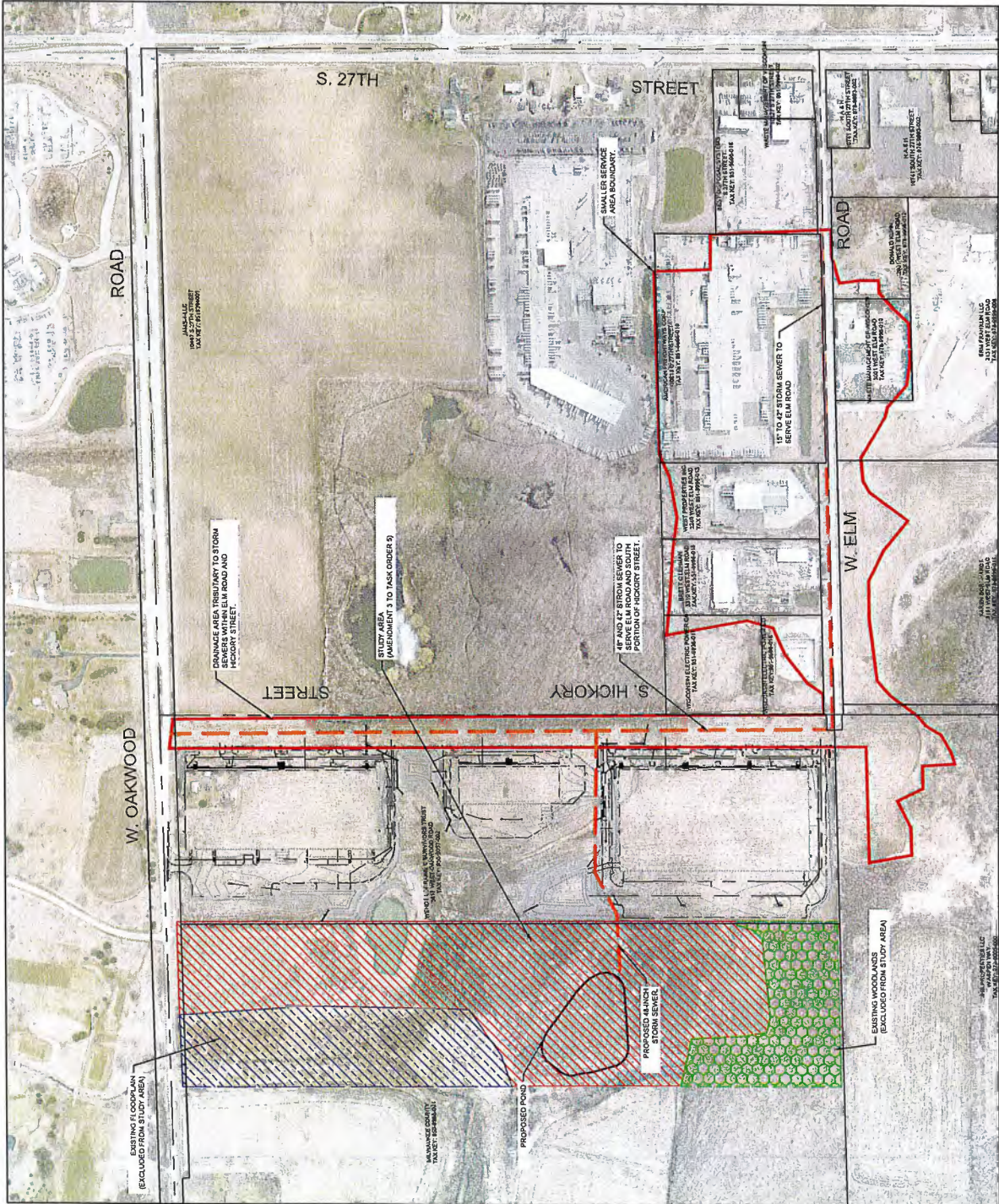
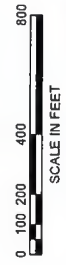
EXHIBIT 2

STORM WATER MANAGEMENT FACILITY ON
MILWAUKEE COUNTY PARCEL
(SMALLER SERVICE AREA ALTERNATIVE)

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

DATE: AUGUST 2021

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SOURCE:
BASEMAP SOURCE:

ESTIMATED CONSTRUCTION COST					
Project Name: Franklin Corporate Park					
Alternate Storm Water Management Facility on Milwaukee County Parcel					
Client Name: City of Franklin					
Project # 58-10013.203				Date Modified:	8/6/2021
Item No.	Description	Unit	Quantity	Unit Price	Total
Larger Service Area (Including Elm Road Corridor, S. Hickory Street Corridor and Development on the Wendt Family Trust Parcel)					
1	Silt Fence	L.F.	1,300	\$ 2.00	\$ 2,600.00
2	Grading- Pond Construction	C.Y.	51,000	\$ 10.00	\$ 510,000.00
3	Excess soil -(Haul off)	C.Y.	39,500	\$ 15.00	\$ 592,500.00
4	Erosion Mat, Class I, Type A (If Required)	S.Y.	20,250	\$ 4.00	\$ 81,000.00
5	Clearing, Grubbing and Tree Removal	L.S.	1	\$ 15,000.00	\$ 15,000.00
6	Storm Sewer, 12-Inch RCP CL V w/ Granular Backfill	L.F.	390	\$ 75.00	\$ 29,250.00
7	Storm Sewer, 15-Inch RCP CL V w/ Granular Backfill	L.F.	468	\$ 85.00	\$ 39,780.00
8	Storm Sewer, 18-Inch RCP CL IV w/ Granular Backfill	L.F.	370	\$ 95.00	\$ 35,150.00
9	Storm Sewer, 24-Inch RCP CL IV w/ Granular Backfill	L.F.	382	\$ 120.00	\$ 45,840.00
10	Storm Sewer, 30-Inch RCP CL IV w/ Granular Backfill	L.F.	906	\$ 135.00	\$ 122,310.00
11	Storm Sewer, 36-Inch RCP CL IV w/ Granular Backfill	L.F.	450	\$ 158.00	\$ 71,100.00
12	Storm Sewer, 42-Inch RCP CL III w/ Granular Backfill	L.F.	825	\$ 180.00	\$ 148,500.00
13	Storm Sewer, 48-Inch RCP CL III w/ Granular Backfill	L.F.	582	\$ 240.00	\$ 139,680.00
14	Storm Sewer, 66-Inch RCP CL III w/ Granular Backfill	L.F.	965	\$ 350.00	\$ 337,750.00
15	Flared End Section, 66-Inch RCP CL III	Ea.	1	\$ 5,000.00	\$ 5,000.00
16	Storm Manhole, 48-Inch	V.F.	58	\$ 250.00	\$ 14,500.00
17	Storm Manhole, 60-Inch	V.F.	38	\$ 300.00	\$ 11,400.00
18	Storm Manhole, 72-Inch	V.F.	128	\$ 350.00	\$ 44,800.00
19	Storm Manhole, 96-Inch	V.F.	54	\$ 500.00	\$ 27,000.00
20	Storm Manhole, 108-Inch	V.F.	18	\$ 750.00	\$ 13,500.00
21	Storm Manhole, 120-Inch	V.F.	19	\$ 1,200.00	\$ 22,800.00
22	Heavy Rip Rap Over Geotextile Fabric- Spillway/st swr outfall	Ton	500	\$ 75.00	\$ 37,500.00
23	Pond outfall Structure	L.S.	1	\$ 10,000.00	\$ 10,000.00
				Subtotal Construction =	\$ 2,356,960.00
Notes/Assumptions					
Storm water facility on County parcel includes management of storm water runoff from Wendt Family Trust parcel development.					
Estimates assume storm sewer in Hickory and Elm are identical to smaller Service Area alternative					
Does not include catch basins or leads within Hickory and Elm.					
Restoration of Elm and Hickory are not included.					
Restoration of Wendt Family Trust Parcel is not included.					
Property acquisition costs are not included.					
Assumes runoff from development on the Wendt Family Trust parcel to storm sewer in easement and not to storm sewer in Hickory.					
Storm sewers are sized to convey 100-year storm event from larger Service Area identified during the meeting on 7/02/21 and shown on exhibits.					
Existing storm water management facilities for existing development along Elm Road remain in service.					
Redevelopment of property along Elm Road will require site specific SWMP.					
Runoff from properties outside of drainage area identified in exhibits is not included.					
Runoff from properties outside of drainage area identified in exhibits would require site specific SWMP.					

ESTIMATED CONSTRUCTION COST

Project Name: Franklin Corporate Park

Alternate Storm Water Management Facility on Milwaukee County Parcel

Client Name: City of Franklin

Project # 58-10013.203

Date Modified: 8/6/2021

Item No.	Description	Unit	Quantity	Unit Price	Total
Smaller Service Area (Including Elm Road Corridor and S. Hickory Street Corridor)					
1	Silt Fence	L.F.	1,000	\$ 2.00	\$ 2,000.00
2	Grading- Pond Construction	C.Y.	29,000	\$ 10.00	\$ 290,000.00
3	Excess soil -(Haul off)	C.Y.	17,290	\$ 15.00	\$ 259,350.00
4	Erosion Mat, Class 1, Type A (If Required)	S.Y.	14,500	\$ 4.00	\$ 58,000.00
5	Clearing, Grubbing and Tree Removal	L.S.	1	\$ 10,000.00	\$ 10,000.00
6	Storm Sewer, 12-Inch RCP CL V w/ Granular Backfill	L.F.	390	\$ 75.00	\$ 29,250.00
7	Storm Sewer, 15-Inch RCP CL V w/ Granular Backfill	L.F.	468	\$ 85.00	\$ 39,780.00
8	Storm Sewer, 18-Inch RCP CL IV w/ Granular Backfill	L.F.	370	\$ 95.00	\$ 35,150.00
9	Storm Sewer, 24-Inch RCP CL IV w/ Granular Backfill	L.F.	382	\$ 120.00	\$ 45,840.00
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11	Storm Sewer, 36-Inch RCP CL IV w/ Granular Backfill	L.F.	450	\$ 158.00	\$ 71,100.00
12	Storm Sewer, 42-Inch RCP CL III w/ Granular Backfill	L.F.	825	\$ 180.00	\$ 148,500.00
13	Storm Sewer, 48-Inch RCP CL III w/ Granular Backfill	L.F.	1,615	\$ 240.00	\$ 387,600.00
14	Flared End Section, 48-Inch RCP CL III	Ea.	1	\$ 3,000.00	\$ 3,000.00
15	Storm Manhole, 48-Inch	V.F.	58	\$ 250.00	\$ 14,500.00
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20	Heavy Rip Rap Over Geotextile Fabric- Spillway/st swr outfall	Ton	500	\$ 75.00	\$ 37,500.00
21	Pond outfall Structure	L.S.	1	\$ 10,000.00	\$ 10,000.00
				Subtotal Construction =	\$1,640,580.00

Notes/Assumptions

- Storm water facility on County parcel does NOT include management of storm water runoff from Wendt Family Trust parcel development.
- Estimates assume storm sewer in Hickory and Elm are identical to larger Service Area alternative
- Does not include catch basins or leads within Hickory and Elm.
- Restoration of Elm and Hickory are not included.
- Restoration of Wendt Family Trust Parcel is not included.
- Property acquisition costs are not included.
- Storm sewers are sized to convey 100-year storm event from smaller Service Area identified during the meeting on 7/02/21 and shown on exhibits.
- Existing storm water management facilities for existing development along Elm Road remain in service.
- Redevelopment of property along Elm Road will require site specific SWMP.
- Runoff from properties outside of Service Area identified in exhibits is not included.
- Runoff from properties outside of Service Area identified in exhibits would require site specific SWMP.

RESOLUTION NO. 2022-7863

A RESOLUTION TO DIRECT THE MAYOR AND STAFF TO WORK WITH MILWAUKEE COUNTY TO OBTAIN LAND OR ACCESS TO LAND FOR STORM WATER PURPOSES IN/NEAR THE NEW CORPORATE BUSINESS PARK

WHEREAS, the City of Franklin, Milwaukee County, Oak Creek-Franklin School District, and Milwaukee Area Technical College (MATC) jointly make up the Joint Review Board which created Tax Incremental Financing District #8 (TID #8) in 2020;

WHEREAS, TID #8 is being developed as a corporate business park to allow for approximately \$125 Million in new property value within the district;

WHEREAS, development in TID #8 will benefit all overlapping taxing entities, including the City of Franklin, Milwaukee County, Oak Creek-Franklin School District, MATC, and Milwaukee Metropolitan Sewerage District (MMSD);

WHEREAS, there is a significant need for storm water solutions in TID #8 to make public infrastructure, including a reliable, sustainable connection to I-94 and main thoroughfares of the new Hickory Road and substantial improvements to Elm Road, a reality to develop the corporate park as planned, to maximize the benefit to all taxing entities;

WHEREAS, Milwaukee County owns land adjacent to the corporate park that is a strong option to contribute to the needed storm water solution in the area; and


WHEREAS, it is in the best interest of all taxing entities involved for the City and County to collaborate and work together on the storm water solution to ensure the success of the corporate park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Mayor is hereby directed to work with Milwaukee County elected officials, commissions, and staff, in conjunction with other related programs and entities, including the MMSD Greenseams Program to obtain land, or access to land, for storm water purposes in/near TID #8.

Introduced at a regular meeting of the Common Council of the City of Franklin this 17th day of May, 2022 by Alderman Hanneman.

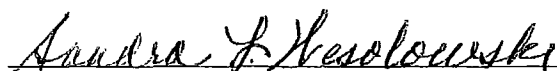
Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 17th day of May, 2022

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk


AYES: 6 NOES 0 ABSENT 0



City of Franklin
Office of the Mayor

CITY OF FRANKLIN COMMON COUNCIL
Item G.9. on August 16, 2022, Adopted Motion

“Alderman Hanneman moved to direct Mayor Olson, Alderman Hanneman, Economic Development Director John Regetz, and Director of Administration Peggy Steeno to engage Milwaukee County and pursue negotiations for participation of Milwaukee County land (from Parcel #950-9998-001) in establishing a stormwater retention basin for Tax Increment Financing District No. 8. Seconded by Alderman Barber. All voted Aye; motion carried.”

<p>APPROVAL</p> 	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>01-3-23</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Extension of Towing Contract For 2023-2024</p>	<p>ITEM NUMBER</p> <p>G.2.</p>

In March 2018, the Common Council awarded a 3-year towing contract to N & S Towing, Inc. through February 2021 and as permitted by the Contract, the City has the right to extend the Contract for 3 one-year extensions.

In consideration of the quality of prior service provided, it is the recommendation that N & S Towing, Inc. be awarded the towing contract extension for the period of March 1, 2023 through February, 28, 2024.

COUNCIL ACTION REQUESTED

Motion to award the towing contract extension to N & S Towing, Inc. for the period March 1, 2023 through February 28, 2024.

EXTENSION AGREEMENT TO VEHICLE TOWING AND STORAGE CONTRACT
BETWEEN THE CITY OF FRANKLIN AND N & S TOWING, INC.

This Extension Agreement to the Vehicle Towing and Storage Contract, effective the 1st day of March, 2023, is made between the City of Franklin (“City”), a Wisconsin municipal corporation, located at 9229 West Loomis Road, Franklin, Wisconsin, and N & S Towing, Inc. (“Contractor”), a Wisconsin corporation, with its principal offices located at 1719 South 83rd Street, West Allis, Wisconsin 53214.

Whereas, the City and Contractor entered into a Vehicle Towing and Storage Contract dated March 1, 2018, for a period of three years, expiring February 28, 2021;

Whereas, Section 12 of the aforesaid Vehicle Towing and Storage Contract providing in part that the Contract may be extended upon the mutual agreement of the parties, and the City and Contractor being desirous of extending such Contract for a period of one year, as evidenced by action of the Common Council of the City approving said extension at its regular meeting of January 3, 2023; and

Whereas, the parties intend to memorialize their mutual agreement.

Now, therefore, it is hereby agreed, in consideration of the mutual promises and covenants set forth herein, and the exchange of other good and valuable consideration, receipt of which is hereby acknowledged, by and between the City and Contractor, as follows:

1. This Extension Agreement constitutes an additional one-year term extension of the Vehicle Towing and Storage Contract between the City and Contractor, dated March 1, 2018, as contemplated by Section 12 of the aforesaid Vehicle Towing and Storage Contract.
2. The term of this Extension Agreement shall expire on February 28, 2024.
3. All of the terms and provisions of the Vehicle Towing and Storage Contract between the City and Contractor, dated March 1, 2018, shall remain in full force and effect during the term of this Extension Agreement.

CITY OF FRANKLIN

Dated: _____

BY _____
Stephen R. Olson, Mayor

Dated: _____

BY _____
Karen L. Kastenson, City Clerk

Dated: _____

BY _____
Denise Gilbert, Director of Finance
and Treasurer

Dated: _____

BY _____
Jesse A. Wesolowski, City Attorney

N & S TOWING, INC.

Dated: _____

BY _____
TITLE _____

BY _____
TITLE _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Stephen R. Olson and Karen L. Kastenson, known to be the Mayor and City Clerk, respectively, of the City of Franklin personally came before me this ____ day of _____, 20____ who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My commission _____

STATE OF WISCONSIN)
:
MILWAUKEE COUNTY)

_____, known to be _____
and _____, respectively of N & S Towing, Inc.
personally came before me this ____ day of _____, 20____ who by its
authority and on its behalf executed the foregoing instrument and acknowledged the
same.

Notary Public, State of Wisconsin
My commission _____

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<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01/03/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Annual Market Adjustment, Market Adjustment to Wage & Salary Rates, and Progress to Market Wage Adjustment for Non-Represented Employees</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

BACKGROUND

Franklin's Classification and Compensation Plan, which was implemented at the end of 2015, identified the following three potential annual adjustments to employee wage rates:

1. Market Adjustment to Wage and Salary Rates: The Annual Market Adjustment creates a change to the overall pay plan structure. Individual wage rates then need to be adjusted at a rate equal to the Annual Market Adjustment in order to allow each employee to maintain their position in the market. This action does not advance employees within their range, but attempts to keep employees at an equitable wage with respect to the cost of living and with our comparable cities.

2. Progress-to-Market-Rate Adjustments: Identifies the portion of a merit increase that an employee is eligible for annually, unless otherwise directed by the Common Council, based upon where the employees are within their applicable Salary Range.

[Note: This is conceptually similar to a step increase in some plans. Franklin's are graduated, as follows, depending upon an employee's current position in the range:

- Below 30% in the applicable salary range = 2.25% adjustment,
- Below the Midpoint, from 30% up to less than 50% in the range = 1.5% adjustment, and
- From Midpoint up to Market Rate, from 50% up to less than 65% in the range = .75% adjustment]

3. Merit Performance Increases: With the upcoming implementation of an improved performance evaluation system, additional funding would be available, based upon the performance evaluation results, to those individuals performing above a satisfactory level.

Funding included in the 2023 Budget for the above noted pay adjustments for categories #1 and #2 is approximately \$292,900, including the corresponding benefit costs. The planned breakdown is: (1) Approximately \$212,900 for the 2% market adjustment for non-represented employees and (2) approximately \$80,000 for the progress-to-market-rate adjustment. There are additional funds budgeted in 2023, as well as carryover from 2022 and 2021 for the merit performance increases; however, those funds are not part of this approval request. Rather, the funds will be requested for use when the merit program is authorized by the Common Council.

ANALYSIS

Comparable City Wage Increases

A five-year review of our comparable communities, as determined in our Classification & Compensation Study, was completed, and the recommended increase for 2023 is a little below the average of the comparables of approximately 2.6%. The vast majority of the communities are also implementing their increases in January of 2023. Also, Franklin is still lagging somewhat on a five-year rolling average for the

amount of increase and overall amount of wages paid. For the majority of this time span up until 2022, increases were implemented on or about July 1st of each year, with the exception of 2019 for those employees switching to the Wisconsin Retirement System (WRS), while the increases for the majority of the other communities were implemented earlier in the year, annually. In 2022, however, Council approved the increase for the first payroll of the year.

It is important for Franklin to consider the pay of comparable cities, as the pool of employees drawn upon by the majority of these cities are the same as those Franklin works to attract for vacancies, and, with the workforce becoming more mobile, competition for staff is more competitive than ever.

Classification and Compensation Plan-Continued Implementation

In regard to the Classification and Compensation Plan which was implemented in late 2015, the execution of the plan did not immediately place employees at their designated market rate if they were below it, even if they were a productive, longstanding employee, while allowing those over their market rate to retain their current level of pay. Instead, it laid out a plan for those employees to progress slowly to their market rate, based on the details in the second item in the Background section above, which makes this piece of the increase critical to continue moving those employees toward their established market rate.

Merit Increases

As noted above, merit increases were part of the planned wage increase mix for 2021, however there was not an established, approved merit-based plan in place; so, these budgeted funds were requested and approved for carryover to 2022 to allow staff time to create a prudent merit program. With a number of competing priorities, this initiative was not accomplished in 2022, but is high on the priority list for 2023, along with a refresh to the 2015 Classification and Compensation Study. Staff will bring a draft plan forth, when it is ready, for Personnel Committee and Common Council consideration. Please note that there is flexibility with this item, and it will be structured to work within the confines of the 2023 Budget Plan.


Finally, as set forth within the adopted policy for the pay plan, all wage increases are subject to each employee receiving a performance review grade of at least "Standard" or better, which will be confirmed and documented by the department heads since there is not yet a formal appraisal process in place. As required by the plan, only employees who are successfully completing their job duties are considered for any of the above noted increases. And, a formal appraisal process will also be created.

RECOMMENDATION

Staff recommends that the Council authorize the 2% market adjustment to both the salary schedule and wages, as well as the progress to market adjustment, as outlined above.

COUNCIL ACTION REQUESTED

Motion to approve a 2023 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 2%, along with a Progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of January 13, 2023, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook.

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/3/2023</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Approval of Professional Services for Recruitment of a Director of Administration and a Director of Finance/Treasurer and Approval of Temporary Services for Both Positions</p>	<p>ITEM NUMBER</p> <p>G.4.</p>

BACKGROUND

Due to the current vacancies in the Director of Administration and the Director of Finance/Treasurer Positions, as well as the extremely tight labor market, staff is requesting to proceed with professional consulting services to fill the vacancies as well as approval to obtain temporary services for both positions.

ANALYSIS

There are a number of consulting firms that staff is considering at this time, and since an exclusive arrangement is not required, staff may select a couple to work with to secure a new Director of Administration and a new Director of Finance/Treasurer for the City. In regard to fees, the current market rate for these services is up to 35% of the annual salary of the employee hired. If an extremely highly qualified candidate is identified that would require a starting rate higher than the market rate, the request must come back before the Council with a strong justification as to why the higher amount is needed.

The benefits of using a professional services consultant to assist the City in hiring include the following:

- Professional recruiters leading the candidate search;
- Direct, targeted marketing of the City, its position, and overall needs to qualified candidates;
- A thorough vetting process to increase the likelihood that the candidate will be a good fit;
- A 90- or 120-day guarantee that the candidate will be successful, or the City would receive a subsequent placement of a new employee at no additional cost, or a refund of its payment for services (specifics vary by consultant); and
- A likely larger candidate pool than the City would obtain with an internal recruitment.

FISCAL IMPACT

The cost of the recruitments will be funded by budgeted pay and benefits which are unused due to the vacancies and the expenditure will be charged to the correct functional account, Account Number 01-0147-5160, Department of Administration Recruitment Costs. Some consultants' fees are not due until after the newly hired employee has been hired and has begun working.

RECOMMENDATION


Staff recommends approval of professional services for the recruitment of a new Director of Administration and a new Director of Finance/Treasurer.

COUNCIL ACTION REQUESTED

Motion to approve professional services for the recruitment of a Director of Administration and a Director of Finance/Treasurer; and to authorize the Mayor to engage with professional services consultants regarding the same.

Mayor Olson

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>01/03/2023</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Finalization Tax Incremental Finance District #3 (Northwestern Mutual) – Accept Final Audit and Authorize Distribution of Remainder Funds</p>	<p>ITEM NUMBER</p> <p>G.5.</p>

Per the attached Common Council Action Sheet and Resolution approved on April 4, 2022, the Council authorized closing Tax Incremental Financing District #3 (TID #3).

As outlined previously, there was a formal process that was required to officially close TID #3. All of those requirements have now been met, and the final audit is also attached.

The last part of the process includes: the Council accepting the final TID #3 Audit, and authorizing the release of the unused funds from TID #3 to the applicable taxing jurisdictions per the most recent payments into the fund. Staff is finalizing the payments to all taxing entities and will present the final distribution list, including the amount to be paid to each taxing entity, at the Council Meeting on January 3, 2023.

Staff recommends that Council accept the final audit, as attached, and authorize release of all TID #3 remainder funds, totaling \$2,581,526, to the applicable taxing jurisdictions.

COUNCIL ACTION REQUESTED

Motion to accept final audit and authorize distribution of remainder funds to all applicable taxing jurisdictions in conjunction with the closure of Tax Incremental Finance District #3.

ROLL CALL VOTE REQUESTED

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slew</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">4/4/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Terminating Tax Incremental Finance District #3 (Northwestern Mutual)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.12.</p>

BACKGROUND

On June 21, 2005, the Council approved a Resolution and Tax Incremental Financing (TIF) Project Plan for a new Tax Incremental District (TID) identified as TID #3. The purpose for creating the TID was to improve road infrastructure and promote quality development in the district. The Council also adopted a Resolution, amending the Project Plan on September 3, 2013.

With the upcoming April 14th deadline to notify the Wisconsin Department of Revenue (DOR) of a TID termination for the current year, staff is submitting this request in advance of the final determination to preserve the opportunity to close the TID yet this year, if possible. While staff believes that the TID is ready for closure, there are a few known items that will not be settled in the fund until next year. Because of this, I need to make sure our auditors are amenable to reserving those funds for disbursement after the closure. If there are any changes based on the auditor's recommendation, and the TID is not going to be terminated, staff will bring this item back to the April 19th meeting with the details.

ANALYSIS

All of the projects included in the project plan for TID #3 have been completed, and TID #3 has generated enough tax increment to pay off all of its obligations, including debt service, so it must now be closed.

Any remaining funds will be distributed back to the affected taxing entities.

After termination, staff will complete the following:

- Notify the DOR of the termination, as well as forward the final audit of the district to them;
- Engage the City's independent auditor to complete the required close-out audit; and
- Distribute any remaining funds to all affected taxing entities.

FISCAL IMPACT

Upon dissolution, the tax increment for this district will be converted to general tax revenue for all subsequent tax years, and any remaining funds in the account will be divided among all of the taxing entities according to Wisconsin Department of Revenue regulations.

RECOMMENDATION

Staff recommends adoption of the above noted resolution.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2022-____, A Resolution Terminating Tax Incremental Finance District #3; and to authorize staff to proceed with the final closure steps.

ROLL CALL VOTE REQUIRED

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022-7849

A RESOLUTION TERMINATING TAX INCREMENTAL FINANCE DISTRICT #3

WHEREAS, on June 21, 2005, the City of Franklin Common Council adopted Resolution No. 2005-5906, creating Tax Incremental Finance District #3 (TID #3), a mixed-use district, with an effective date of January 1, 2005, to improve road infrastructure and promote quality development in the district, and adopted a project plan in the same year;

WHEREAS, on September 3, 2013, the City of Franklin Common Council adopted Resolution No. 2013-6906 amending the project plan pursuant to Wisconsin State Statutes 66.1105;

WHEREAS, all of the projects included in the project plan have been completed and all obligations of the District have been met in the prescribed allowed time;

WHEREAS, sufficient increment was collected as of the 2021 tax roll, to cover TID #3 project costs; and

WHEREAS, Wisconsin State Statutes require that when a municipality recovers its costs incurred in a district, that District shall be dissolved.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that Tax Increment Finance District #3 is hereby terminated.

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty days of this resolution or prior to the deadline of April 15, 2022, whichever comes first, that the TID has been terminated.

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR Final Accounting Submission Date Form (PE-223) agreeing on a date by which the City shall submit the final accounting information to the DOR.

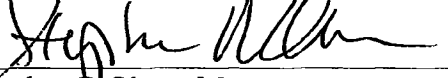
BE IT FURTHER RESOLVED, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the City's auditor, CliftonLarsonAllen LLP (CLA)

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of April, 2022.

RES 2022-7849
Terminating TID #3
Page 2

Resolution introduced and adoption moved by Alderperson Hanneman Motion for adoption seconded by Alderperson Mayer. On a roll call motion passed by a vote of 6 ayes to 0 nays

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 3**

FINANCIAL STATEMENTS

FROM DATE OF CREATION THROUGH APRIL 4, 2022

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 3
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FROM DATE OF CREATION THROUGH APRIL 4, 2022**

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INDEPENDENT AUDITORS' REPORT

Common Council
City of Franklin, Wisconsin
Franklin, Wisconsin

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the City of Franklin, Wisconsin, Tax Incremental District No. 3 (the District), which comprise the historical summary of project costs, project revenues and net cost to be recovered through tax increments and the related historical summary of sources, uses, and status of funds from the date the District was created through April 4, 2022, and the related notes to the financial statements.

In our opinion, the historical summary statements referred to above present fairly, in all material respects, the net project costs to be recovered through tax increments as of April 4, 2022, and the sources, uses, and status of funds from the creation date of the District through April 4, 2022, in conformity with the basis of accounting described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provisions of the Wisconsin Department of Revenue which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of Wisconsin Department of Revenue. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified with respect to that matter.

Emphasis of Matter – Reporting Entity

As discussed in Note 1, the financial statements present only the transactions of the District and are not intended to present fairly the financial position of the City of Franklin, Wisconsin, and the changes in its financial position and cash flows in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with financial reporting provisions of the Wisconsin Department of Revenue. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Common Council
City of Franklin, Wisconsin

We are required to **communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit**

Report on Other Legal and Regulatory Requirements

We have also issued our report, dated October 12, 2022, on our tests of its compliance with Wisconsin State Statutes 66.1105. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance.

Restrictions on Use

This report is intended solely for the information and use of the common council, the Wisconsin Department of Revenue, management and the overlying taxing districts, and is not intended to be, and should not be used by anyone other than these specified parties

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Milwaukee, Wisconsin
October 12, 2022

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 3
HISTORICAL SUMMARY OF PROJECT COSTS, PROJECT REVENUES,
AND NET COST TO BE RECOVERED THROUGH TAX INCREMENTS
FOR THE PERIOD OF JANUARY 1 – APRIL 4, 2022
AND FROM DATE OF CREATION THROUGH APRIL 4, 2022**

	Period of January 1 - April 4, 2022	From Date of Creation
PROJECT COSTS		
Capital Expenditures	\$ -	\$ 11,202,809
Development Incentives - Grants	-	13,447,677
Administration	5,876	609,883
Final Distribution	2,581,526	2,581,526
Interest and Fiscal Charges	32,325	5,754,607
Debt Issuance Costs	-	201,707
Total Project Costs	2,619,727	33,798,209
PROJECT REVENUES		
Tax Increments	1,757,899	23,153,187
Exempt Computer Aid and Personal Property Tax Aid	510,053	6,428,913
TEA Grant	-	1,000,000
Investment Income	21,666	1,564,467
Miscellaneous Revenues	-	1,651,642
Total Project Revenues	2,289,618	33,798,209
NET COST TO BE RECOVERED (EXCESS RECOVERED) THROUGH TAX INCREMENTS AT APRIL 4, 2022		\$ -
RECONCILIATION OF RECOVERABLE COSTS		
G O Debt		\$ 390,000
Less Fund Balance		(390,000)
NET COST TO BE RECOVERED (EXCESS RECOVERED) THROUGH TAX INCREMENTS AT APRIL 4, 2022		\$ -

See accompanying Notes to Financial Statements

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 3
HISTORICAL SUMMARY OF SOURCES, USES, AND STATUS OF FUNDS
FOR THE PERIOD OF JANUARY 1 – APRIL 4, 2022
AND FROM DATE OF CREATION THROUGH APRIL 4, 2022**

	Period of January 1 - April 4, 2022	From Date of Creation
SOURCES OF FUNDS		
Tax Increments	\$ 1,757,899	\$ 23,153,187
Intergovernmental	510,053	6,428,913
Public Charges for Services	-	1,000,000
Investment Income	21,666	1,564,467
Miscellaneous Revenues	-	1,382,613
Proceeds of Long-Term Debt	-	26,335,000
Premium on Debt Issued	-	269,029
Total Sources of Funds	2,289,618	60,133,209
USES OF FUNDS		
Capital Expenditures	-	11,202,809
Development Incentives - Grants	-	13,447,677
Administration	5,876	609,883
Final Distribution	2,581,526	2,581,526
Principal on Long-Term Debt	985,000	25,945,000
Interest and Fiscal Charges	32,325	5,754,607
Debt Issuance Costs	-	201,707
Total Uses of Funds	3,604,727	59,743,209
EXCESS OF SOURCES OVER (UNDER) USES	(1,315,109)	390,000
Fund Balance - Beginning of Year	1,705,109	-
FUND BALANCE - ENDING	\$ 390,000	\$ 390,000

See accompanying Notes to Financial Statements

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 3
NOTES TO FINANCIAL STATEMENTS
APRIL 4, 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the City of Franklin, Wisconsin's Tax Incremental District No. 3 (the District) conform to accounting principles as applicable to governmental units and as defined by Wisconsin Statutes Section 66.1105

The City of Franklin, Wisconsin (the City) uses the criteria set forth by the Governmental Accounting Standards Board to determine the scope of the reporting entity of the Tax Incremental District No. 3. The accompanying financial statements reflect all the significant operations of the City of Franklin, Wisconsin's Tax Incremental District No. 3

A. Description of Fund Structure

This report contains the financial information of the City of Franklin, Wisconsin's Tax Incremental District No. 3. The summary statements were prepared from data recorded in the following funds of the City of Franklin, Wisconsin

- Capital Projects Tax Incremental District No. 3
- Debt Service Tax Incremental District No. 3

Detailed descriptions of the purpose of these funds can be found in the City of Franklin, Wisconsin's basic financial statements.

The data was consolidated for the purpose of this report. Therefore, the amounts shown in the accompanying statements will not directly correlate with amounts shown in the basic financial statements of the City of Franklin, Wisconsin.

The District was created under provisions of the Wisconsin Statute Section 66.1105. The purpose of that section is to allow a municipality to recover development and improvements costs in a designated area from the property taxes generated on the increased value of the property after the creation date of the District. The tax on the increased value is called a tax increment.

Project costs may not be incurred longer than five years prior to the termination date of the District. The statutes allow the municipality to collect tax increments until the net project cost has been fully recovered, or maximum life based on the resolution date and type of tax increment district, whichever occurs first

Original Project Plan	Creation Date	Last Date to Incur Project Costs	Last Year to Collect Increment
TIF No 3	June 21, 2005	June 21, 2020	2026

The estimated revenue and expenditures of the District are adopted in the project plan. Those estimates are for the entire life of the District and may not be comparable to final results presented in this report. On September 3, 2013, the District's boundary and project plan was amended to extend the District to the North.

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 3
NOTES TO FINANCIAL STATEMENTS
APRIL 4, 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Accounting

Under the regulatory basis of accounting, revenues are recognized only to the extent that they are susceptible to accrual, which means when they become both measurable and available to finance expenditures of the fiscal period. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. If accrued revenue is not yet available, the related receivable is matched by a deferred inflow of resources for unavailable revenue and revenue recognition occurs only when the revenue eventually does become available. Project costs, other than interest on long-term debt, are recorded when the related fund liability is incurred.

District increments are recorded as revenue in the year due. Intergovernmental aids and grants are recognized as revenues in the period the related expenditures are incurred, if applicable, or when the City is entitled to the aids.

Other general revenues are recognized when received in cash or when measurable and available under the criteria described above.

C. Use of Estimates

The preparation of financial statements in conformity with the regulatory basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

D. Measurement Focus

The measurement focus of all governmental funds is the funds flow concept. Under the funds flow concept, sources and uses of financial resources, including capital outlays, debt proceeds, and debt retirements are reflected in operations. Resources not available to finance expenditures and commitments of the current periods are recognized as deferred inflows of resources or a reservation of fund balance. Liabilities for claims, judgements, compensated absences, and pension contributions which will not be currently liquidated using expendable available financial resources are shown in the long-term debt footnote disclosure. The related expenditures are recognized when the liabilities are liquidated.

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 3
NOTES TO FINANCIAL STATEMENTS
APRIL 4, 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Long-term Debt

Short-term liabilities are recorded as fund liabilities. All other long-term liabilities are shown in the long-term debt footnote disclosure.

Proceeds of long-term debt issues not recorded as fund liabilities are reflected as "Sources of Funds" in the operating settlement of the recipient fund. Retirement of these issues is reported as an expenditure in the year in which the debt matures or is repaid, whichever is earlier.

F. Claims and Judgements

Claims and judgements are recorded as liabilities if all the conditions of Governmental Accounting Standards Board pronouncements are met. Claims and judgements that would normally be liquidated with expendable available financial resources are recorded during the year as expenditures in the governmental funds. If they are not liquidated with expendable available financial resources, a liability is shown in the long-term debt footnote disclosure. The related expenditure is recognized when the liability is liquidated.

NOTE 2 LONG-TERM DEBT

All general obligation notes and bonds payable are backed by the full faith and credit of the City. Notes and bonds borrowed to finance the District's expenditures will be retired by tax increments accumulated by the debt service fund. If those revenues are not sufficient, payments will be made by future tax levies.

The following summary of changes in long-term obligations of the District for the period ended April 4, 2022:

Governmental Activities General Obligation Debt	Date of Issue	Interest Rates	Date of Maturity	Original Indebtedness	Balance 4/4/2022
General Obligation Promissory Notes	02/20/19	3.50%	03/01/23	\$ 3,005,000	\$ 390,000
General Obligation Promissory Notes	12/18/14	2.00-2.50%	03/01/24	3,330,000	-
General Obligation Promissory Notes	08/26/08	3.00-3.50%	03/01/14	10,000,000	-
General Obligation Promissory Notes	01/03/07	4.95%	03/01/14	10,000,000	-
Total				<u>\$ 26,335,000</u>	<u>\$ 390,000</u>

General obligation debt currently outstanding is detailed as follows:

Calendar Year	Principal	Interest	Total
2023	\$ 390,000	\$ 5,850	\$ 395,850
Total	<u>\$ 390,000</u>	<u>\$ 5,850</u>	<u>\$ 395,850</u>

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 3
NOTES TO FINANCIAL STATEMENTS
APRIL 4, 2022**

NOTE 3 MUNICIPAL REVENUE OBLIGATION

On April 2, 2018, the City issued a \$2,000,000 Municipal Revenue Obligation (MRO) to a developer to aid development in the District. The MRO provides an interest rate at 4.5% per annum. The MRO is only payable from generated tax increment in the District. Principal and interest payments are paid to the developer annually based on an agreed upon portion of the increment (two sevenths is provided) until the MRO is retired or the District closes, whichever comes first. As of April 4, 2022, the City has paid all of the outstanding principal on the obligation to the developer related to the MRO.

NOTE 4 TERMINATION, RECORDING AND FINAL REPORTING DATES OF THE TIF DISTRICT

On April 4, 2022, the Common Council of the City of Franklin, Wisconsin, adopted the Resolution #2022-7849 terminating TIF District No. 3 effective April 4, 2022 and authorizing the City Treasurer to distribute excess increment to overlying taxing districts. The City deemed that sufficient tax increment had been collected as of the 2021 tax roll, payable in 2022, to cover all of the District project costs, and was now able to escrow funds to cover the District's remaining outstanding obligations.

On April 12, 2022 (within 60 days of the termination resolution date), the City notified the Wisconsin Department of Revenue that the District had been terminated.

By October 12, 2022, the City shall provide a final accounting for the District to the Wisconsin Department of Revenue

The City determined that a final distribution of \$2,581,526 will be paid to the taxing jurisdictions which represents the District remaining surplus as of April 4, 2022



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS
OF TAX INCREMENTAL FINANCING DISTRICT LAWS AND REGULATIONS**

Common Council
City of Franklin, Wisconsin
Franklin, Wisconsin

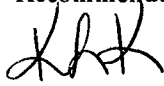
We have audited, in accordance with the auditing standards generally accepted in the United States of America, the financial statements of City of Franklin, Wisconsin Tax Incremental District No. 3 (the District), which comprise the Historical Summary of Project Costs, Project Revenues, and Net Cost to be Recovered Through Tax Increments and the related Historical Summary of Sources, Uses, and Status of Funds as of April 4, 2022 and from the date the District was created through April 4, 2022, and the related notes to the financial statements and have issued our report thereon dated October 12, 2022.

In connection with our audit, nothing came to our attention that caused us to believe that the City of Franklin, Wisconsin, failed to comply with the requirements of Wisconsin State Statute 66.1105. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced statute, insofar as they relate to accounting matters.

This report is intended solely for the information and use of the common council, the Wisconsin Department of Revenue, management and the overlying taxing districts and is not intended to be, and should not be, used by anyone other than the specified parties.

CliftonLarsonAllen LLP

Milwaukee, Wisconsin
October 12, 2022

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/2022
Reports and Recommendations 	Motion to authorize the Director of Health and Human Services to accept, execute and deliver the 2023 Division of Public Health Consolidated Contracts to continue funding health department grants.	ITEM NUMBER G.6.

Background: The Wisconsin Division of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants that run from January 1, 2023 through December 31, 2023:

- Childhood Lead Grant: \$1,263
- Immunization Grant: \$7,747
- Maternal Child Health: \$8,169

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 us by State and Municipal codes. In 2023, the focus of the aforementioned grants include: 1. Provide services which support the elimination of childhood lead poisoning, 2. Delivery of Public Health Services to citizens consistent with best practices for immunization services, 3. Collaborate with community partners to improve maternal child health to include social connections in community.

Recommendation: The Director of Health and Human Services recommends approval to accept and authorization to execute and deliver the Division of Public Health Consolidated Contract Grants for 2023 awarded to the Franklin Health Department.

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

The contract has been sent to the City of Franklin legal counsel for review in December 2022 with no changes recommended.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to authorize the acceptance, execution and delivery of the 2023 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **57850**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

NA

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.

DocuSigned by:



Name: Cody Wagner

Title: Office of Legal Counsel

12/20/2022

Date Signed



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
FRANKLIN HD
for
2023 DPH Consolidated Contract

DPH Contract No.: 57850
Agreement Amount \$17,179
Agreement Term Period **10/1/2022 to 9/30/2024**
CARS Pre-Packet No: 21825

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

Grantee Grant Administrator Ms Lauren Gottlieb
Grantee Email **LLube@franklinwi.gov**
Grantee Unique Entity Identifier (UEI), formerly DUNS Name
Grantee Unique Entity Identifier (UEI), formerly DUNS Number
Grantee FEIN:

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

Grantee
Entity Name. _____

Authorized Representative

Authorized Representative

Name. _____

Name **Lauren Gottlieb**

Title: _____

Title **Director of Health and Human Services**

Signature _____

Signature _____

Date: _____

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 Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), 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

- A The State of Wisconsin Department of Health Services (DHS) is the state agency responsible for overseeing the coordination and integration of social service programs. DHS' principal business address is 1 West Wilson Street, Room 672, Madison, Wisconsin 53703
- B FRANKLIN HD (Grantee) 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 appendices

4.1 List of Exhibits

- Contract Agreement Addendum Exhibit I
- Contract Agreement Addendum Exhibit II
- Boundary Statements for All 2023 DPH Consolidated Contract Funding
- 2023 Maternal Child Health Program and Children and Youth Special Health Care Program- Program Parameters

5. CONTACT INFORMATION

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

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

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

6. PAYMENT FOR GRANT AWARD

- A All payments to non-municipalities, non-profits, and UW departments will be made as electronic funds transfers (EFT), by the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later All payments to municipalities will be made as electronic fund transfers (EFT) by the 5th of the month or the 1st banking day following the scheduled payment date, whichever is later CARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation Cars Data Queries <https://health.wisconsin.gov/cars/GetIndexServlet>
- B DHS will assign a CARS agency number to the Grantee
- C The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>
- D The Grantee shall submit expenditures on the form required by DHS to the following email. DHS600RCARS@dhs.wi.gov
- E Payments to the Grantee will be made on a monthly basis per the CARS Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by DHS.
- F Expense reports received timely in accordance with the CARS Processing Dates schedule will be reviewed and processed per the CARS Processing Dates schedule
- G Payments to the Grantee shall not exceed the total Agreement award
- H. If DHS determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within thirty (30) days of notification by DHS DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means

7. REPORTING

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

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement
- B The Grantee will act solely in its independent capacity and not as an employee of DHS The Grantee shall not be deemed or construed to be an employee of DHS for any purpose
- C The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18
- D Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed 'Conversion therapy' does not include any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity, any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E 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.govregs.com/regulations/2/200.322>

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

As required by Wisconsin's Contract Compliance Law, Wis Stat § 16.765 and Wis Admin Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P O Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

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

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

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §

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

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

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

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

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
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. 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 17 (Audits) of this Agreement

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

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

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

- A. *Reporting to DHS* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities
- B. *Indemnification* 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.

12. 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.

13. 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.

14. 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

15. ACCOUNTING REQUIREMENTS

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

16. 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.

17. 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.

18. AUDITS

- A *Requirement to Have an Audit* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both (a) funds provided through direct Grants with DHS, and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.

- B *Audit Requirements* The audit shall be performed in accordance with generally accepted auditing standards, Wis Stat § 46.036, Government Auditing Standards as issued by the U S Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements.
- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. 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 1.3 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 (formerly CFDA) number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
- 1 General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 - 2 Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 - 3 Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 - 4 Report on compliance for each major program and a report on internal control over compliance.
 - 5 Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 - 6 * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district, if the subrecipient/contractor receives funding directly from DHS, if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 - 7 *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 - 8 *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
 - 9 *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E *Audit Due Date* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F *Sending the Reporting Package* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G *Access to Subrecipient Records* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

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

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

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

19. 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.

20. 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.

21. 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 this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- 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

22. 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.

23. 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.

24. FINAL REPORT DATE

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

25. 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.

26. 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.

27. 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.

28. 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.

29. ASSIGNMENT

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

30. 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 for Disclosure of Lobbying Activities available at <https://www.gsa.gov/portal/forms/download/116430> A completed disclosure must be provided upon Department request.

31. 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

32. 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

33. MULTIPLE ORIGINALS

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

34. 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

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required

A Match Requirements **Local MCH/CYSHCN Match**

Federal Maternal and Child Health regulations require the state to provide 75% match Contracts must include match as indicated below

- Local organizations are required to provide local match in an amount not less than 75% of the requested grant funds Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement
- Local match is funding, resources, contributions, provided by the local agency, to further the objectives of the MCH Program, outside of the MCH grant funds

- Program costs, including match is generally considered eligible if it is budgeted for, complies with Federal regulations, and if it is not charged against any other grant Match may consist of cash match and in-kind donations An organization may not claim as match any costs used to match any other federal grant, award, or contract. No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program.
- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project For example, the local share of staff costs related to the project, and the value of supplies purchased with local funds and used in the project, may be used as match
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization’s part to pursue the objectives of the MCH Program For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly related to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Grantees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 75% local match (\$0.75 local contribution for every \$1.00 federal), including program income. Grantees report through the CARS system on the DHS/DES F-00642 Community AIDS Reporting System (CARS) Expenditure Report form In the current net expense column, use profile 193002 for reporting MCH match and profile 193001 for reporting CYSHCN match The original DHS/DES F-00642 form is e-mailed to CARS (dhs600rcars@wi.gov) with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator

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

36. 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

37. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level
N/A	Profile does not require funding control

38. FEDERAL AWARD INFORMATION

DHS Profile Number	155020	159320
FAIN	NH23IP22611	B0445253
Federal Award Date	7/6/2022	7/26/2022
Subaward period of Performance Start Date	1/1/2023	1/1/2023
Subaward period of Performance End Date	12/31/2023	12/31/2023
Amount of Federal Funds obligated (committed) by this action	\$7,747	\$8,169
Total Amount of Federal Funds obligated (committed)	\$7,747	\$8,169
Federal Award Project Description	Immunization and Vaccines for Children	Maternal and Child Health Services
Federal Awarding Agency Name (Department)	Department of Health and Human Services	DHHS
DHS Awarding Official Name	Debra K Standridge	Debra K Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listing (formerly CFDA) Number	93 268	93 994
Assistance Listing (formerly CFDA) Name	Immunization Cooperative Agreements	Maternal and Child Health Services Block Grant to the States
Total made available under each Federal award at the time of disbursement	\$7,170,817	\$1,868,698
R&D?	No	No
Indirect Cost Rate	0 069	0 069

39. CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY						
CARS PAYMENT INFORMATION						
The information below is used by DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement						
Agency #	Agency Name	Agency Type	CARS Contract Start Date:	CARS Contract End Date	Program Total Contract	
472787	FRANKLIN HD	360	1/1/2023	12/31/2023	\$17,179	
Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
155020	CONS CONTRACTS IMM		-	\$7,747	\$7,747	N/A
159320	CONS CONTRACTS MCH		-	\$8,169	\$8,169	N/A
157720	CONS CONTRACTS CHHD LD		-	\$1,263	\$1,263	6-month
					\$17,179	

¹ See 'Funding Controls'

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract.

This Exhibit contains only applicable quality criteria for this contract.

Contract Agreement Addendum: Exhibit I

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

Program: Childhood Lead Consolidated Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels
 - A) Contractee must assess local blood lead surveillance data for lead poisoning prevalence and risk factors
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices, and delivery of public health programs for communities for the improvement of health status
 - A) Contractees must provide services that support the elimination of childhood lead poisoning, and the early detection and treatment of children with lead poisoning including compliance with
 - (1) WI Statute and Administrative Rules
 - WI Stat 254 (Environmental Health, <http://docs.legis.wi.gov/statutes/statutes/254.pdf>),
 - WI Admin Rule 181 (Reporting of Blood Lead Test Results, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf), and
 - WI Admin Rule 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf) and
 - (2) Practice standards presented in
 - Low Level Lead Exposure Harms Children A Renewed Call for Primary Prevention (http://www.cdc.gov/nceh/lead/ACCLPP/Final_Document_030712.pdf, CDC, January 4, 2012),
 - Wisconsin Childhood Lead Poisoning Prevention and Control Handbook (<https://www.dhs.wisconsin.gov/publications/p00660.pdf>, rev. 2014), and
 - U S Dept of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition, https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines)
 - B) Contractees must assure the availability and accessibility of blood lead tests for children in the target populations, as referenced in the boundary statement
 - C) Contractees must provide a nurse home visit and environmental investigation within two weeks of the referral date for children with an elevated blood lead level A note should be added to the patient or address record in the Healthy Homes and Lead Poisoning Surveillance System (HHLPS) regarding any delay
 - D) Contractees must not discriminate on the basis of the child or guardian's race, ethnicity, religion, sex, gender identity and expression, sexual orientation, primary language, disability, marital status or national origin in any of its activities related to this contract
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information
 - A) Contractee must have a system for maintaining records that track follow-up of children with blood lead levels greater than or equal to 5 mcg/dL and all properties associated with elevated blood lead levels, including the investigation and intervention findings and outcomes
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level
 - A) Contractee must provide information to one or more target audiences within the community about lead hazards, lead hazard reduction methods, primary prevention of lead poisoning, and blood lead testing, as

Contract Agreement Addendum: Exhibit I

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

referenced in the boundary statement

- 5) Coordination **with related** programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner **across programs and throughout the community**
 - A) Contractee must build partnerships with local health care providers and agencies involved in health, social services, housing, and child care to incorporate lead hazard awareness into their activities with, or services to, families living in pre-1978 housing
 - B) Contractee must provide information, consultation and technical assistance to health care providers or other programs to assure that treatment of children with lead poisoning is efficient and effective, and to assure that lead-safe environments are available to children with lead poisoning
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs
 - A) Contractee must assess the need for, and provide timely and appropriate referrals for, supportive services to families of lead poisoned children
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration
 - A) Contractee must assure that local childhood lead poisoning prevention program staff has access to, are knowledgeable of and in compliance with the state statutes and administrative rules and practice standards listed in Number 2 Delivery of Public Health Services
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided
 - A) Contractee must pursue third party payment and/or other funding sources for service provision to children who are eligible for third party payment This includes billing Medicaid fee-for-service or the appropriate managed care organization for blood lead testing of Medicaid-enrolled children This also includes billing Medicaid for nurse home visits and environmental investigations for children with blood lead levels greater than or equal to 5 mcg/dL
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed
 - A) Contractee must regularly collect and analyze local data to determine the adequacy of blood lead testing for children, timely follow-up of lead poisoned children, timely completion of environmental investigations and lead hazard reduction work, and community lead poisoning prevention education
 - B) Contractee must complete the following nursing and property investigation forms and environmental investigation documents (<https://dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Forms and Templates tab) When you click on a template, if a window appears asking you to log in, click on the "X" in the right hand corner to go to the document
 - Nursing Case Management Report (F-44771A)
 - Nursing Case Closure Report (F-44771B)
 - Property Investigation Report (F-44771C)
 - Property Investigation Closure Report (F-44771D)
 - Risk Assessment Report (template)
 - Work Specification Language for Lead Hazard Reduction (list of work spec options)
 - Work Orders Letter (template)
 - Scope of Work (template)

Contract Agreement Addendum: Exhibit I

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

- Clearance Report (template)

C) Contractee must promptly attach the completed forms and documents above to the pertinent patient or address record in the HHLPSS using HHLPSS Job Aids 3.14 Patient Attachments and 4.3 Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>)

Contract Agreement Addendum: Exhibit I

Contract #. 57850

Agency: Franklin Health Department

Contract Year: 2023

Program: Immunization**Program Quality Criteria**

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels
 - A) Contractees must assure reported vaccine preventable diseases (VPD) are investigated and controlled as detailed in the most current edition of the Wisconsin Disease Surveillance Manual (EPINET) and/or written disease-specific guidance from DPH (e.g. Pertussis Guidelines). Local health departments (LHDs) should maintain regular contact with local required reporters of VPDs to encourage and assure prompt reporting. Contractees should solicit the help of the Wisconsin Immunization Program when needed to help assure that an adequate system is in place to report and investigate VPD. This includes the follow-up of infants born to HBsAg-positive women. The LHD where the woman resides is responsible for follow-up activities.
 - B) Contractees must annually and formally evaluate immunization delivery and the use of vaccine preventable disease surveillance systems and improve the use of those systems [e.g., the Wisconsin Electronic Disease Surveillance System (WEDSS)] in their jurisdictions, where needed.
 - C) Contractees must work in collaboration with the Wisconsin Immunization Program to increase the use of existing electronic data collection systems for vaccine record keeping and vaccine preventable disease data systems.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices, and delivery of public health programs for communities for the improvement of health status
 - A) Contractees must assure the delivery of immunization services in a safe, effective and efficient manner, as detailed in the Wisconsin Immunization Program Policy and Procedure Manual and in Chapter 252, Wis Statutes and Chapter DHS 145, Wis Admin Code. Contractees must assure the immunization of children is consistent with Healthy People 2020 goals.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractees must use the Wisconsin Immunization Registry (WIR) or an electronic immunization population-based data system that links with the WIR. The data system must have a tracking and recall function to identify children whose immunization records are behind schedule according to the ACIP recommendations. Tracking and recall shall be conducted at least every other month as required by the Wisconsin Immunization Policy and Procedure Manual.
 - B) Contractee's immunization practice must assure the immunization of children and share children's immunization records with parents or guardians, schools and child care centers and other healthcare providers as provided by the Wisconsin School Immunization Law (Chapter 252, Wis Statutes, Chapters DHS 144 and 145, Wis Admin Code).
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level
 - A) Contractees must engage in community partnerships to identify and address the needs of high-risk populations, reduce racial and ethnic health disparities and to educate families and the community on the importance of immunizations.
 - B) Contractees should engage in improving health literacy for the public and for the healthcare personnel working with immunizations to better understand, evaluate, and communicate immunization information.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-

Contract Agreement Addendum: Exhibit I

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

effective manner across programs and throughout the community

- A) Contractees must coordinate public and private immunization services with local child healthcare (service) providers [e.g., Women, Infants, and Children (WIC) projects, Medical Assistance programs, and other local public health programs] to assess the immunization status of, refer, and provide immunization services to under-immunized children
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs
 - A) Contractees must develop relationships among public and private healthcare providers to facilitate access by children and families to immunization services. Contractees should work with these providers to assure that current immunization guidelines are followed
 - B) The LHD should promote the medical home concept by referring vaccine recipients to their medical home provider for subsequent immunizations and coordinate with this medical provider to assure adherence to the recommended immunization schedule
 - C) LHDs should promote the exchange and sharing of immunization data using immunization registries
 - D) The LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. When prompt reporting of a vaccine preventable disease does not occur, the LPHD will formally address the issue with the reporting agency to assure that reports are made according to the latest EPINet Manual
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration
 - A) Contractees will ensure program staff is competent in current immunization program policy and processes, including that provided through the Centers for Disease Control and Prevention (CDC) distance learning course and CDC updates
 - B) The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon, as well as immunization policy memos periodically issued by the Program. The LHD must have written policies on the proper handling and storage of state-supplied vaccines as required by the Vaccines for Children (VFC) Program. These policies must be reviewed with all immunization program-related staff on at least an annual basis
 - C) Contractees will require at least one staff member to view the perinatal hepatitis B training webinar
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided
 - A) Billing for payment of childhood immunization services is not required under this section
 - B) LHDs must assure that parents of children who are on Medical Assistance will not be charged a vaccine administration fee or be requested to make a donation for vaccine or vaccine-related services. Administration fees cannot be mandatory and clients must be informed that failure to pay the administration fee or make a donation does not preclude them from receiving state-supplied vaccine. This information must be added to immunization advertising materials used by the LHD for state-supplied vaccines. The message must be given to the client in a way and in a language the client understands
 - C) Grantees must screen for insurance eligibility in accordance with current DPH guidelines for state-supplied vaccines
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed

Contract Agreement Addendum: Exhibit I

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

- A) Contractees must collect and analyze agency and available private provider immunization data for children 12-35 months of age, school immunization law reports and other available population-based information needed to identify strengths and weaknesses in local delivery systems and plan improvements. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis.
- B) LHDs will utilize the WIR for immunization-level data analysis.
- C) LHDs and Tribes will assure staff competence with the WIR system. LHD and Tribal health staff must attend at least one Regional WIR User Group Meeting. Attendance at these meetings is necessary for staff to maintain a thorough working knowledge of the functionality of the WIR.

Contract Agreement Addendum: Exhibit II

Program Objectives

(A) Contract Funds, Program/Objective Values, and Other Contract Details

(B) Objective Details

Contract Agreement Addendum: Exhibit II(A)

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

Contract Source of Funds		
Source	Program	Amount
Franklin	Childhood Lead - Consolidated	\$1,263
Franklin	Immunization - Consolidated IAP	\$7,747
Franklin	Maternal Child Health - Consolidated	\$8,169
Contract Amount		\$17,179

Contract Match Requirements	
Program	Amount
Childhood Lead - Con	\$0
Immunization	\$0
MCH	\$6,126

Program Sub-Contracts		
Program	Sub-Contractee	Sub-Contract Amount
Childhood Lead - Con	None Reported	\$0
Immunization	None Reported	\$0
MCH	None Reported	\$0

Contract Agreement Addendum: Exhibit II(A)

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

	Childhood Lead - Con	Program Total Value \$1,263	
1	<p>Template Objective 2</p> <p>Comprehensive Follow-up for Low Level Lead Exposure</p> <p>Throughout the 2023 contract period, residents from the jurisdiction of the the Franklin Health Department will receive comprehensive follow-up services, including a nurse home visit at a venous blood lead level greater than or equal to 5 micrograms per deciliter and an environmental lead hazard investigation at a venous blood lead level greater than or equal to 5 micrograms per deciliter</p>		\$1,263
	Immunization	Program Total Value \$7,747	
1	<p>Template Objective 1</p> <p>Immunization Rates</p> <p>By December 31, 2023, 88% children residing in the City of Franklin jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday</p>		\$7,747
	MCH	Program Total Value \$8,169	
1	<p>Objective 1 Social Connections</p> <p>By December 31, 2023, the agency, in collaboration with community partners, will implement and evaluate strategy __1__ (Insert strategy number(s) from Input Activities) to improve social connections in their community</p>		\$8,169
		Total of Contract Objective Values	\$0
		Total of Contract Statement Of Work Values	\$17,179

Contract Agreement Addendum: Exhibit II(B)

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$1,263

Objective: Primary Details

Objective Statement

Template Objective 2

Comprehensive Follow-up for Low Level Lead Exposure

Throughout the 2023 contract period, residents from the jurisdiction of the the Franklin Health Department will receive comprehensive follow-up services, including a nurse home visit at a venous blood lead level greater than or equal to 5 micrograms per deciliter and an environmental lead hazard investigation at a venous blood lead level greater than or equal to 5 micrograms per deciliter

Deliverable Due Date: 01/31/2024

Contract Deliverable (Evidence)

A report to document the extent to which the two components of this objective were provided, specifically

- 1) The number of children with a venous blood lead level greater than or equal to [INSERT BLOOD LEAD LEVEL SELECTED IN OBJECTIVE STATEMENT] micrograms per deciliter and the number who received a nurse home visit to provide information on lead poisoning prevention, and
- 2) The number of children with a venous blood lead level greater than or equal to [INSERT BLOOD LEAD LEVEL SELECTED IN OBJECTIVE STATEMENT] micrograms per deciliter and the number of environmental lead hazard investigations conducted on their primary residence and all secondary properties, including accompanying risk assessment reports, work orders and property clearance

For reporting purposes, those children whose families are non-responsive to outreach or moved from the jurisdiction before appropriate follow-up services could be provided can be removed from this cohort but should be reported separately

This report should be faxed to the Childhood Lead Poisoning Prevention Program (confidential fax line 608-267-0402) or emailed to DHSLeadPoisoningPrevention@wi.gov by February 1, 2024

Programs Providing Funds for this Objective

Childhood Lead Consolidated \$1,263

Agency Funds for this Objective:

Data Source for Measurement

An agency-generated report

Baseline for Measurement

Confirmatory venous blood draw with a reading of 5 0 micrograms per deciliter or higher In 2021 Franklin had 1 child poisoned greater than or equal to 5mcg/dL

Context

There is no designated value range for this objective This objective is intended to assure that the local health department is providing nursing and environmental interventions for children with low level lead exposure Providing these interventions for children with lower level lead exposure is intended to prevent ongoing lead exposure and more severe lead poisoning

Context Continued

Input Activities

1) NURSING For this objective, a home visit must be conducted for all children with one or more venous blood lead levels greater than or equal to [INSERT BLOOD LEAD LEVEL SELECTED IN OBJECTIVE STATEMENT] micrograms per deciliter After the initial home visit, the Nursing Case Management Report must be completed The Nursing Case Closure Report must be completed when the case is closed Links to report forms can be found at <https://www.dhs.wisconsin.gov/lead/ph-intervention.htm> under the Forms and Templates tab

Completed nursing forms must be promptly attached to the pertinent patient record in the Healthy Homes and Lead Poisoning Surveillance System (HHLPSS) See HHLPSS Job Aid 3 14 Patient Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>) A note must be added to the patient record in HHLPSS regarding any delay See HHLPSS Job Aid 3 13 Patient Notes

Contract Agreement Addendum: Exhibit II(B)

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$1,263

2) ENVIRONMENTAL For this objective, a full environmental lead hazard investigation meeting the requirements of DHS 163 and using the DHS templates must be completed for all children with one or more venous blood lead levels greater than or equal to [INSERT BLOOD LEAD LEVEL SELECTED IN OBJECTIVE STATEMENT] micrograms per deciliter This includes, within 10 working days after receiving all sample results, completion of the Property Investigation form, a risk assessment report, issuance of a property owner work order letter with work specifications to address the identified lead hazards and a scope of work Also, when the work orders are finished, this must include within 10 working days after receiving all sample results completion of the Property Investigation Closure form and a clearance report indicating that the hazards have been controlled Links to forms, reports and templates can be found at <https://www.dhs.wisconsin.gov/lead/ph-intervention.htm> under the Forms and Templates tab

The completed environmental forms and documents above must be promptly attached to the pertinent address records in HHLPSS See HHLPSS Job Aid 4 3 Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>) A note must be added to the address record in HHLPSS regarding any delay See HHLPSS Job Aid 4 2 Entering property Notes

The environmental lead hazard investigation must include a child's primary residence and all pertinent secondary residences, and other areas where the child may be exposed to lead hazards The procedure for the investigation is outlined in Chapter 7 and Appendix B of the WCLPPP Handbook for Local Health Departments <https://www.dhs.wisconsin.gov/lead/ph-intervention.htm> under the Handbook tab

Local health departments must seek third party reimbursement for nurse home visits and environmental lead hazard investigations and clearances for Medicaid-enrolled children by billing Medicaid for these services For more information visit <https://www.dhs.wisconsin.gov/lead/medicaid-reimbursement.htm>

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 57850
Program: Immunization

Agency: Franklin Health Department
Objective #: 1 of 1

Contract Year: 2023
Objective Value: \$7,747

Objective: Primary Details

Objective Statement

Template Objective 1
Immunization Rates

By December 31, 2023, 88% children residing in the City of Franklin jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday

Deliverable Due Date: 01/31/2024

Contract Deliverable (Evidence)

1) A Wisconsin Immunization Registry (WIR)-generated population-based standard benchmark report, documenting the number of children in the City of Franklin jurisdiction who turned 24 months of age in 2023 contract year. The end-of-year report should be run with a 30-day buffer to ensure that all updated data have been received by the WIR. With the end-of-year report, include a summary of the accountability targets and the progress achieved, including the activities and interventions conducted. Include any barriers that may have been identified. A template to be used has been provided by the program.

Criteria for the Mid-Year Report

Birthdate Range 01/01/2021- 06/30/2021
Evaluation date 07/01/2023
Run date 07/01/2022

Criteria for the 2023 End-of-Year Report

Birthdate Range 01/01/2021- 12/31/2021
Evaluation date 01/01/2024
Run date 02/01/2024

2) An estimated itemized budget must be submitted during the negotiation phase of the contracting process. A template to be used for this budget is provided by the Immunization Program.

Programs Providing Funds for this Objective

Immunization \$7,747

Agency Funds for this Objective:

Data Source for Measurement

Wisconsin Immunization Registry Records

Baseline for Measurement

The 2021 end-of-year population-based standard benchmark report will be used to determine the baseline for the 2023 population-based objective.

For the baseline measurement, the following parameters will be used to run the benchmark report:

Birthdate Range 01/01/2019 - 12/31/2019
Evaluation Date 01/01/2022
Run Date After 01/01/2022

Context

Children will be assessed using the standard benchmark report for having 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 varicella and 4 Pneumococcal Conjugate (PCV) vaccination by 24 months of age. Progress towards reaching 80% will be measured using a WIR Benchmark report. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction, you cannot remove him/her from your cohort.

Guidelines for determining increase needed for progress towards 2023 goals, using the 2021 end-of-year coverage rate as the baseline (see Section E)

Required Increase

Greater or equal to 59% - 5% Above Baseline
60-69% - 4% Above Baseline

Contract Agreement Addendum: Exhibit II(B)

Contract #: 57850
Program: Immunization

Agency: Franklin Health Department
Objective #: 1 of 1

Contract Year: 2023
Objective Value: \$7,747

- 70-79% - 3% Above Baseline
- 80-85% - 2% Above Baseline
- 86-89% - 1% Above Baseline
- Greater or equal to 90 - Maintain

A list of accountability targets, or activities that will be conducted in order to achieve the objective goal, MUST be provided by or at the time of contract negotiation. Agencies should consult the Addendum of the Immunization Program Boundary Statement or their regional Immunization Program advisor for assistance in determining activities and interventions that will help them achieve the required increase for their population assessment.

Context Continued

Input Activities

- The Wisconsin Immunization Program recommends the following activities to help ensure success of this objective
- Contacting parents of infants without immunization histories
- Tracking
- Coordination of immunization services with other LHD and tribal programs
- Sharing information with area physicians
- Requesting that information is entered into the WIR
- Reminder/recall
- Working with schools and daycare centers to promote immunization among attendees

The Wisconsin Immunization Program requires a minimum of 3 attempts to personally contact a responsible party.

Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction you cannot remove him/her from your cohort.

Reminder/recall activity is not listed in a particular order and we suggest you use the method that is the most successful for your community.

- Letter
- Phone call
- Home visit
- Email
- Text message

In addition, funds may be utilized to enhance influenza vaccination coverage rates. Example activities include but are not limited to:

- Staff time
- Vaccine storage supplies
- Influenza clinic planning
- Partner outreach to populations of low coverage rates

Activities that are not allowed:

- Case follow up and contact tracing should not be included in these activities
- Funds cannot be used to purchase vaccines
- COVID-19 and Monkeypox activities are not included at this time

Additional interventions/activities are in an addendum to the Immunization Program Boundary Statement. These are suggested interventions/activities that LHDs are strongly to consider in order to achieve this objective.

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Contract Agreement Addendum: Exhibit II(B)

Contract #: 57850
Program: Immunization

Agency: Franklin Health Department
Objective #: 1 of 1

Contract Year: 2023
Objective Value: \$7,747

Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 57850 Agency: Franklin Health Department Contract Year: 2023
 Program: Maternal and Child Health Block Grant Objective #: 1 of 1 Objective Value: \$8,169

Objective: Primary Details

Objective Statement

Objective 1 Social Connections
 By December 31, 2023, the agency, in collaboration with community partners, will implement and evaluate strategy __1__ (Insert strategy number(s) from Input Activities) to improve social connections in their community

Deliverable Due Date: 01/31/2024

Contract Deliverable (Evidence)

Data in REDCap to document data and learning community calls/meetings

Programs Providing Funds for this Objective

Maternal and Child Health Block Grant \$8,169

Agency Funds for this Objective:

Data Source for Measurement

REDCap and learning community attendee list

Baseline for Measurement

N/A

Context

The MCH/CYSHCN Program Parameters apply to this objective This work will address the Title V Performance Measures for Social Connections

Context Continued

Input Activities

- 1 Implement and evaluate the selected strategy with activity details identified in the 2023 Supplement to GAC Objectives Strategy 1
 - Assess need for improvement with social connections within community, may be related to
 - Environment
 - Safe, Stable Housing
 - Community Connections
 - Social Support
 - Social Isolation
 - Schools & Childcare
 - Community Development
 - Neighborhood Safety
 - Use results from needs assessment, community health assessment or community health improvement plan
 - Outreach, recruit and support sustained partnerships
 - Enhance community engagement to inform, develop and implement social connections activities
 - Complete the Community Engagement Assessment Tool, develop an action plan focusing on one indicator from the Community Engagement Assessment Tool, implement the action plan to support at least one practice change to enhance family, youth and community engagement
 - 1 Collaborate with community partners to promote consistent messaging throughout the community
 - 2 Participate in all Learning Community meetings/calls and attend the 2023 MCH Summit
 - 3 Maintain a link to the Well Badger Resource Center website and searchable directory at www.WellBadger.org Display and provide marketing information and referral resources and services for Well Badger Provide a voice message for the Well Badger Resource Line Call 1-800-642-7837 or Text 608-360-9328 or Email help@wellbadger.org

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Contract Agreement Addendum: Exhibit II(B)

Contract #: 57850

Agency: Franklin Health Department

Contract Year: 2023

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$8,169

Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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Boundary Statements for 2023 DPH Consolidated Contract Funding

Note: This attachment includes Boundary Statements for funding associated with the DPH 2023 Consolidated Contract. Individual agencies may not receive all funding.

Wisconsin Childhood Lead Poisoning Prevention Program Program Boundary Statement

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health agencies (LPHA) will need to set its objectives.

Program Boundary Statement:

Local childhood lead poisoning prevention programs are to implement objectives that will protect children against lead poisoning and eliminate it as a major childhood disease. The impact of LPHA activities should result in decreasing lead hazards in the environment(s) of children and increasing early detection and treatment of lead poisoning in children up to age 16. All children up to age 16 who have an elevated blood lead level should receive environmental and nursing interventions.

Education activities are to be targeted at community members who play a role in preventing lead exposure, eliminating lead hazards, providing blood lead testing, or providing medical or environmental follow-up to children who are lead poisoned (greater than or equal to 3.5 micrograms per deciliter [mcg/dL]).

Long-term Program Goal:

To eliminate childhood lead poisoning in Wisconsin.

Annual Program Goals:

- Increase the involvement of community members in childhood lead poisoning prevention activities
- Increase the availability of lead-safe housing for families with young children
- Educate parents so they have the knowledge and skills necessary to protect their children from lead hazards
- Increase blood lead testing of children who are in the target populations
- Provide interventions for children with blood lead levels greater than or equal to 3.5 mcg/dL
- Provide comprehensive environmental investigations for children up to age 16 with elevated blood lead levels, including adequate documentation of environmental lead sources, work orders and property clearance

Target Populations:

Highest-risk children for blood lead testing include those 0-5 years of age who meet one or more of the following criteria:

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

References:

Federal Regulations and Guidelines:

- Educational Services for Children Affected by Lead Expert Panel, *Educational intervention for children affected by lead* Atlanta: U.S. Department of Health and Human Services (April 2015, https://www.cdc.gov/nceh/lead/publications/Educational_Interventions_Children_Affected_by_Lead.pdf)

- CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021)
<https://www.cdc.gov/nceh/lead/data/blood-lead-reference-value.htm>
- CDC Advisory Committee on Childhood Lead Poisoning Prevention, *Low Level Lead Exposure Harms Children A Renewed Call for Primary Prevention*. Atlanta: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, (https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf, CDC, January 2012)
- U.S. Dept of Housing and Urban Development, *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*. (2012 Edition,
https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines)
- Centers for Medicare and Medicaid Services, *State Medicaid Manual, Part 5 Early and Periodic Screening, Diagnosis and Treatment* Section 5123.2, page 5-15,
<https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927>

State of Wisconsin Statute and Administrative Rules:

- WI Statute Chapter 254: *Environmental Health* (<http://docs.legis.wi.gov/statutes/statutes/254.pdf>)
- WI Administrative Rule DHS 163: *Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards*
(http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf)
- WI Administrative Rule DHS 181: *Reporting of Blood Lead Test Results*
(http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf)

Program Policies and Guidance Documents:

- WI Blood Lead Screening Guidelines for Children (Revised 2014;
<https://www.dhs.wisconsin.gov/lead/links/wibloodleadscreeningrecommendations.pdf>)
- WCLPPP Handbook for Local Health Departments (Revised 2014,
<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Handbook tab)
- Nursing and environmental investigation forms and templates;
(<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Forms and Templates tab)
 - Nursing Case Management Report (F-44771A)
 - Nursing Case Closure Report (F-44771B)
 - Property Investigation Report (F-44771C)
 - Property Investigation Closure Report (F-44771D)
 - Risk Assessment Report (template)
 - Work Specification Language for Lead Hazard Reduction (list of work spec options)
 - Work Orders Letter (template)
 - Scope of Work (template)
 - Clearance Report (template)
- *How to Do A Lead Risk Assessment* video (<https://www.youtube.com/watch?v=QOrhcnYKUwU>)
- Healthy Homes and Lead Poisoning Surveillance System (HHLPPS) Job Aids
(<https://www.dhs.wisconsin.gov/lead/hhlpps-job-aids.htm>)
- Medicaid reimbursement for lead-related services (<https://dhs.wisconsin.gov/lead/medicaid-reimbursement.htm>)

Acceptable Program Objectives:

- Objectives that involve blood lead testing at WIC for uninsured children.

- Local health departments must seek Medicaid reimbursement for blood lead testing of Medicaid-enrolled children. This may require establishing contracts with the managed care organizations within their community.
- Objectives that involve direct provision of services to families with children at high risk for, or with, lead poisoning.
- Objectives that build capacity in a community to prevent lead poisoning and increase the availability of lead-safe housing to families of young children.
 - This involves going beyond the one-to-one transfer of information to building partnerships with targeted organizations or groups that can assist in maximizing community resources to meet the goal of eliminating lead poisoning. For example, reaching out to child care regulators, child care providers, home visitors, and housing agencies who provide service to or work with the target population, parents or caregivers of young children.

Unacceptable Program Objectives:

- Objectives for general educational outreach, such as health fairs or public service announcements, will not be accepted.

Relationship to the Wisconsin Health Improvement Plan and its Priorities

Lead exposure can cause permanent brain damage and negatively affect learning, behavior, and health throughout the child's life. Lead exposure can have an impact on each of the Division of Public Health's Health Improvement Plan Priorities.

- **Alcohol and Opioid Abuse.** Many studies have found strong associations between higher blood lead levels and aggressive behavior, impulsivity, hyperactivity, and attention impairment. Children exposed to even moderate amounts of lead are more likely to exhibit behavior problems in childhood, to engage in risky behavior, such as alcohol or drug abuse, in the teenage years, or engage in violent or criminal behavior in young adulthood.
- **Tobacco.** Tobacco smoke continues to be a substantial source of exposure to lead in the U.S. population in general. There is a linear relationship between smoke exposure and blood lead levels (BLLs) in youth and adults. Youths with secondhand smoke exposure have BLLs suggestive of the potential for adverse cognitive outcomes.
- **Nutrition and Physical Activity.** A) *Nutrition* Children with an adequate amount of calcium, iron, and zinc in their diets absorb less lead than children with dietary deficiencies. In addition, a compromised nutritional state makes one more susceptible to the damaging effects that result from increased absorption of ingested lead. Adults who have calcium deficiency and simultaneously experience other conditions that would normally mobilize calcium from the bones may mobilize lead that has been stored in bone tissue into the blood. For example, a pregnant woman who has a low dietary calcium intake may release stored lead from her bones into her blood, where it becomes available to the fetus.
B) *Physical activity* Lead exposure in childhood has been shown to adversely affect the child's ability to maintain upright balance and other neuromotor performance capabilities, such as bilateral coordination, upper-limb speed and dexterity, and fine motor coordination. Teens and adults who were lead-poisoned as young children are more likely to experience poor upright balance, coordination, and motor skills, and increasing long-term injury risk.
- **Suicide.** Researchers have found that men and women in their 20s and 30s with the highest levels of lead in their blood were more than twice as likely to suffer from major depression as

their peers with the lowest blood lead levels, while their risk of panic disorder was nearly five times greater. Research has also shown that teens that were lead-poisoned as young children are more likely to develop depression and panic attacks.

- **ACEs.** It has been documented that many of the same youth who are at risk of lead exposure are also at an increased risk for experiencing Adverse Childhood Experiences (ACEs), which have similar consequences. The neurological consequences of both lead exposure and ACEs contribute not only to medical disability but also to behavioral challenges, affecting youths' interaction with the education system, employment opportunities, and other parts of their community during their development.

2023 Program Boundary Statement Radon Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health department (LPHD), Tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement.

Program Outline:

Objectives for reducing exposures to elevated indoor radon in homes are funded for two classes of agencies:

Radon Information Centers (RICs). Seventeen local health or environmental agencies will be funded to deliver eight services of a single objective, each agency to multiple counties (a region). Services include outreach, public consultation, proficiency training, coordination with DPH, database, and field site visits.

Local health agencies other than RICs will not be funded in 2023.

Long-term Program Goals: The Outcome Goal is reduction of lung cancer incidence by reducing exposures of the public to indoor radon. An Output Goal is that every home with ground contact be tested for radon, identifying those with exposures to residents averaging higher than 4 pCi/L in occupied spaces, and reducing those to far below 4 pCi/L with the mitigation method recommended by US EPA. Another Output Goal is that new homes be built with features recommended as effective in helping to keep radon out of the indoor air.

Target Populations:

- Residents of all homes in Wisconsin having ground contact
- Residents in regions of the Wisconsin radon risk map where higher percentages have elevated radon.

Every home with ground contact should be tested, because:

- Homes with elevated radon have been found in virtually every zip code in Wisconsin;
- The radon in any particular home is not predictable,
- Neighboring homes tend to have greatly dissimilar concentrations,
- Radon screening tests may be made for as little as \$10 and radon mitigation is available at reasonable cost
- The only way for homeowners to know if their radon is elevated is to test

References:

Federal Guidelines and state statute

- *US EPA: Citizen's Guide to Radon*
- US EPA Home Buyers and Sellers Guide to Radon
- US EPA Consumers' Guide to Radon Reduction
- State of Wisconsin Statutes s. 254.34

Program Policies

- Policies of the US EPA regarding measurement, mitigation and risk reduction for radon in homes, as reflected in the three EPA documents above, should be recommended. No others have been specified in state legislation

Unacceptable Proposals:

- Radon measurement for building types other than homes will not be funded. Advising them is done only by DPH in coordination with RICs, because measurement protocols, interpretation of results in terms of risk, and methods of mitigation can differ from those for various building types
- Funds will not be provided to pay for radon mitigation itself

Relationship to Division of Public Health Strategic Plan

Practice: Expand the Understanding of What Creates Health

1.1 Build a Shared understanding for advancing health equity and social determinants of health

Strategy: Housing is a social determinant of health. Engaging communities across the state in understanding that the conditions in which people live have a wide range of health outcomes

Testing and mitigating for radon can lower lung cancer risks for both smokers and non-smokers

Methodology

- Use indicators to show increase the percentage of homes with healthy, safe environments in all communities with a focus on minority, low income, and underserved areas. Indicators for the radon program include number of test results returned and number of radon mitigations performed
- Updating online mapping tools regularly can show risk potential for radon in areas across the state
- Move state and local policy toward radon resistant new construction for all new homes being built

2023 Program Boundary Statement

Wisconsin Immunization Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local health department (LHD), tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility.

However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement. LHDs, tribes and agencies are encouraged to leverage resources across categorical funding to achieve common program goals. The Wisconsin Immunization Program aligns well with the boundaries of the Women, Infants, and Children (WIC) and Maternal and Child Health (MCH) programs.

Program boundary statement

The LHD's immunization program is expected to administer vaccines primarily to children from birth through 18 years of age. The LHD will assure the development and maintenance of a jurisdiction-wide immunization infrastructure necessary to raise immunization levels for universally recommended vaccines. The LHD is expected to maintain immunization levels for the clients served by the agency based on the current Advisory Committee on Immunization Practices (ACIP) recommendations. In addition, the LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. LHD's will provide perinatal Hepatitis B case management services as outlined in the Wisconsin Perinatal Hepatitis B Prevention Program Manual. In addition, every LHD must have a least one staff member watches the perinatal hepatitis B training webinar. The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon. It will also assure that community wide systems are in place to prevent vaccine preventable diseases such as diphtheria, tetanus, pertussis, polio, measles, mumps, rubella, Haemophilus influenzae B, varicella, pneumococcal disease, meningococcal disease, influenza, rotavirus, human papillomavirus (HPV), and hepatitis A and B. To ensure that funds provided for this program through the consolidated contract are used effectively, the contractee will be required to measure the outcome of its efforts to achieve goals. The LHD will establish and maintain partnerships with all immunization providers in its jurisdictions.

Long-term program goals:

The Wisconsin Immunization Program has reviewed and analyzed Healthiest Wisconsin 2020 and CDC's Healthy People 2020, the plans available at the time of review, to ensure that its

program goals are aligned. The Program will continue to evaluate progress towards the 2020 goals on an annual basis.

The annual Consolidated Contract process is an important component of the Wisconsin Immunization Program's efforts to use evidence-based practices and data-driven activities to improve immunization rates. To that end, state, regional and local public health entities have a leadership role in educating for, implementing, assessing and assuring population-based immunization activities to meet local, state and federal immunization goals and objectives. Due to limited resources, high leverage activities need to be prioritized, thus having the greatest impact on programmatic functions and stated goals within the defined public health functions of assessment, policy development, and assurance.

Currently, Wisconsin's rate for the 4:3:1:3:3:1:4 series for children aged 19-35 months is 69.2% (NIS 2017 data). Through performance-based contracts, we can execute population-based immunization activities to achieve local, state and federal immunization goals aimed at having 80% percent of Wisconsin children aged 19-35 months who received all universally recommended vaccines (4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4]). The 2019 Wisconsin Immunization Registry (WIR) statewide coverage rate for children 24 months of age is 72.13% for 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4].

Currently, the 2020 NIS-Teen estimated Tdap, MCV4, and HPV coverage rates among Wisconsin adolescent males and females aged 13-17 years are Tdap (greater than or equal to 1), 91.6%; Meningococcal (greater than or equal to 1), 90.2%; HPV(greater than or equal to 1), 77.8%; and HPV(up-to-date), 61.5%. The 2021 Wisconsin Immunization Registry (WIR) adolescent statewide immunization coverage rates for both males and females aged 13-18 year olds are HPV (1) 60.43%, HPV Complete 48.4%, Meningococcal (1) 71.9%, Tdap (1) 76.95%.

The percentage of students who met the minimum immunization requirements was 91.9% for the 2020-2021 school year. Noncompliant students were comprised of 2.9% who were behind schedule and 0.4% who had no record. The percentage of students with a waiver (personal conviction, religious, or medical) for one or more immunizations increased from 5.1% during the 2019-2020 school year to 9.1% during the 2020-2021 school year.

Annual Wisconsin Immunization Program Goals

For 2023, increase the percent of Wisconsin children ages 19-35 months who receive all the universally recommended vaccines of 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 HepB, 1 Varicella and 4 Pneumococcal (PCV13) to the Healthy People 2020 goal of 80% for 4:3 1:3:3:1:4. An additional goal will be to increase the effective use of the Wisconsin Immunization Registry (WIR) or an immunization registry capable of interfacing with the WIR. Effective use is evidenced by an increase in the overall jurisdictional rise in immunization levels. LHDs must explore jurisdiction-specific practices to increase the number and effective use of registries as described above.

For 2023, increase the percent of Wisconsin adolescent children ages 11-12 that receive Tdap and MCV4 and are HPV Complete to the Healthy people 2020 goal. Also, an additional goal will be to increase the HPV initiation and completion of the series in adolescents by strongly recommending adolescent vaccines to parents of 11 through 18-year-old children

For 2023, achieve 100% timely reporting of the School Report to Local Health Department (F-04002), according to DHS 144.07(4), Wis. Admin Code.

Target populations

The Immunization Program primarily serves Wisconsin children ages 0-18 years.

References

Federal Regulations/Guidelines:

Centers for Disease Control and Prevention (CDC), Grant Award Terms & Conditions, Federal Regulations and Policies

CDC Current ACIP Recommendations

CDC Vaccines for Children (VFC) Program Operations Guide

CDC "Pink Book"

CDC Healthy People 2020

CDC National Immunization Survey (Note: Use interactive menus on VaxView pages.)

State of Wisconsin statutes/guidelines

WI Statute 252

WI Administrative Rule DHS 144

WI Administrative Rule DHS 145

WI State Health Plan: "Healthiest Wisconsin 2020", including the Implementation Plan

Wisconsin Immunization Program Policies: Immunization Policy and Procedure Manual, 2010

Wisconsin Immunization Registry (WIR) User Manual

Core competencies for public health professionals

(http://www.phf.org/resourcestools/pages/core_public_health_competencies.aspx)

Note: Click "Cancel" if login credentials are requested after following the link. Then click "Download this File" on the Public Health Foundation's website to access the core competencies PDF file.

Optimal or best practice guidance

Contractees must use the WIR or an electronic immunization population-based data system that links with the WIR

Contractees should make every effort to identify and link immunization outreach and promotion activities with existing local health department efforts targeted at high-risk families. These may include but are not limited to: perinatal care coordination (PNCC), WIC programming and education, new-baby mailings and home visits, LHD health check programming, Birth to 3 programming, developmental screening programs, safe and healthy home inspections, Preparedness education for families, lead screening programs, school and daycare efforts, and reproductive health programming, etc.

Contractees must engage and foster community partnerships to 1) identify and address the needs of high-risk populations in a culturally competent and linguistically appropriate manner and 2) educate families and the community on the importance of on-schedule immunization of children.

Contractees should make every effort to share information on vaccine preventable diseases, immunization, and local assessment data with local private health care providers and key community stakeholders to include community-based organizations in an effort to increase immunization coverage rates within their jurisdictions.

Unacceptable proposals

The Wisconsin Immunization Program will not accept any objectives other than the template objectives in effect for the contract year. Once a population-based template objective has been negotiated, the addition of a unique objective may be considered through consultation with your Immunization Program representative.

Past programmatic template objectives may not fit into the new framework in which we are trying to achieve these goals. Use of past objectives will require negotiation and does not guarantee acceptance.

Relationship to State Health Plan: Healthiest Wisconsin 2020

The vision of Healthiest Wisconsin 2020 (HW2020) is “everyone living better, longer.” This was chosen to stress the importance of living a quality life from birth to old age, and to be inclusive of all communities and regions.

Complementing HW2020’s vision are two goals. The first goal is to improve health across the lifespan. This preventative approach emphasizes the importance of starting healthy practices at a young age in order to avoid acute and chronic disease and injury, and continuing them until the end of life. The second goal of HW2020 is to eliminate health disparities and achieve health equity.

Communicable diseases

Immunize

Prevent disease, including strategies to reduce disparities in high-risk populations

Communicable disease prevention and control protect both individuals and entire populations. Effective immunizations have drastically reduced many, once common communicable diseases. Prompt identification and control of communicable diseases reduce illness and premature deaths, health costs, and absenteeism.

Objective 1

By 2023, protect Wisconsin residents across the life span from vaccine preventable diseases through vaccinations recommended by the U.S. Advisory Committee on Immunization Practices (ACIP).

Objective 2

By 2023, implement strategies focused to prevent and control reportable communicable diseases and reduce disparities among populations through higher immunization rates.

Addendum

Activities should focus on both individual/family-based interventions and community/system-based interventions where an immunization intervention might be used to reach high risk persons for increasing immunization rates. Examples include

Community/system activities

Registry

Promote the use of and enrollment in immunization registries and electronic health records that interface with WIR with private providers in your community

Work with private medical doctors to utilize registries

Contact private providers not currently using a registry to help facilitate in any way possible the use of WIR or a registry capable of interfacing with WIR (e.g., arrange a demonstration of WIR, coordinate with WIR Implementation Coordinator for training, offer to assist in facilitation of data entry)

Work with private providers to best utilize WIR when necessary to assure that immunization data will be entered accurately and in a timely manner.

Tracking and recall shall be conducted at least every other month as recommended by the Wisconsin Immunization Program's Immunization Policy and Procedure Manual

Media

Expand immunization media coverage to include "expert" guest columns

Share stories on the benefits of immunization.

Implement media outreach strategies in support of childhood immunization in the community.

Market immunizations through social networks (e.g., Twitter, Facebook, websites, texting, etc.). Marketing must be in compliance with HIPAA and confidentiality rules and regulations.

Community outreach

Use zip-code level data to inform outreach in areas of low vaccination coverage.

Identify strategies to outreach under-immunized populations in your jurisdiction, e.g., church bulletin inserts, community newsletter information, "School Friday Folder" or backpack inserts to promote immunizations.

Ensure resources are culturally appropriate for ethnic groups in your community (i.e., correct language)

Work with community-based organizations such as local food banks, to educate the community and promote immunizations.

Meet with local medical societies, Rotary and/or Kiwanis clubs to gain support for local public health population-based efforts in the county or jurisdiction

Work with parish nurses at congregations to promote on-schedule immunization.

Partner with pharmacies to help vaccinate patients during clinic off-hours and promote immunizations

Provide education to child health care center providers on the importance of keeping immunizations up to date (UTD) for children in their care

Promote immunizations by having an informational flyer at the Department of Motor Vehicles (DMV) office in your jurisdiction.

Ask the county board chairperson to set one day during the school year as “Check Your Child/Adolescent Immunization Record Day.”

Community prevention and preparedness strategies should also include emphasis on UTD immunizations.

Provider outreach

Share current immunization information or provide an annual immunization update with providers in your community.

Plan an immunization workshop for immunization providers.

Promote childhood/adolescent immunizations by routinely measuring your jurisdiction’s immunization coverage levels and share the results with staff and the medical community

Meet with department head of pediatrics, nursery, OB or family medicine at local hospitals to promote on-schedule immunization of children, including birth dose of Hepatitis B.

Work with hospital perinatal educators to promote on-schedule immunization of infants, including birth dose Hepatitis B and Tdap and Influenza vaccine for new mothers and close contacts of infants.

School outreach

Work with schools to promote the importance of immunization and school requirements.

Work with schools that have high waiver rates or decreasing compliance rates.

Work with school staff to provide education for parents choosing personal conviction waivers.

Work with schools to garner compliance with the school immunization law, DHS 144 Wis. Admin. Code.

Work with schools to ensure timeliness and accuracy of the School Report to Local Health Department.

Promote adolescent immunizations at school sporting events (e.g., signs at the concession stands).

Provide promotional materials to school health classes to promote the adolescent platform.

Coalitions

Share immunization assessment data with local private providers and local coalitions.

Actively seek new community coalition members (non-traditional)

Create, join, or support an immunization coalition

Outline a community immunization action plan with coalition members to improve immunization coverage.

Partner with a nearby coalition to help raise HPV immunization rates in your jurisdiction.

Individual/Family Activities Check immunization records at lead screening sites
PNCC clients – have an immunization education module and follow birth with appointment for the 1:1:1:1 vaccination series.

Check records of children of women being followed for inter-conception counseling.

Follow breast feeding mothers at 1-2 months and check on first immunization appointment.

Include Immunization teaching in all Health Education Activities targeted to MCH populations.

Promote the public access component of WIR.

Partner with WIC to promote immunizations.

Assess and provide any needed immunizations at WIC appointments.

Use early intervention developmental profile (EIDP) education to assure that young women are fully immunized and/or referred for immunizations.

Provide accurate information to parents regarding vaccine safety.

Provide adolescent immunization information at sexually transmitted disease (STD) clinics (during follow up), family planning, and pre-natal classes (especially those who might have pregnant teens in them).

Use teach-back methods for parents to understand the importance of immunization and to understand what immunizations are recommended the first time they hear it.

Keep message short

Use active voice

Frame ideas in the here and now

Avoid jargon and define unfamiliar terms

Write as you would speak

2023
Maternal Child Health Program
And Children and Youth with Special Health Care Needs Program
Program Parameters

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

Target Populations

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

State MCH/CYSHCN Priorities and Performance Measures

The 2020 MCH Needs Assessment led to the identification of MCH/CYSHCN priorities and performance measures for 2021-2025.

MCH Program Priority Areas

- Advance Equity and Racial Justice
- Assure Access to Quality Health Services
- Cultivate Supportive Social Connections and Community Environments
- Enhance Identification, Access and Support for Individuals with Special Health Care Needs and their Families
- Foster Positive Mental Health and Associated Factors
- Improve Perinatal Outcomes
- Promote Optimal Nutrition and Physical Activity

National and State Performance Measures by Population Domain

- Women/Maternal Health
 - Annual Preventive Visit
- Perinatal/Infant Health
 - High Quality Perinatal Care
 - African American Infant Mortality
 - Breastfeeding
- Child Health
 - Developmental Screening
 - Physical Activity – Ages 6 through 11
- Adolescent Health
 - Injury Hospitalization – Ages 10 through 19
 - Adolescent Well-Being
- Children and Youth with Special Health Care Needs
 - Medical Home
 - Transition - from pediatric to adult health care
- Cross-cutting/Life course
 - Social Connectivity
 - Representative Participation

Maternal Child Health Program (MCH) Program Parameters: Required Activities

Local health departments (LHD) and tribal agencies receive Title V MCH funds for strategies supporting select MCH National and State Performance Measures. The objectives and strategies outlined for agencies help measure and accomplish the MCH program overall goals related to breastfeeding, child development, adolescent injury prevention, high quality perinatal care, physical activity and nutrition, health equity, and representative participation. LHDs and tribal agencies can use local community health assessments, surveillance data, and other data sources to assist with strategy selection, systematic program planning, and policy development to implement and evaluate each selected strategy. (See 2023 MCH Objective list with specific strategies for each area of focus).

Required Core Activities Include:

1. Implement and evaluate selected/contracted strategies and activities
2. Collaborate with community partners
3. Participate in quarterly Learning Community meetings/calls and the 2023 Summit
4. Report activities in REDCap quarterly
5. Exhibit and/or advance knowledge in the following areas: basic quality improvement concepts and terminology, family engagement and leadership, cultural competence, life course theory, Adverse Childhood Experiences (ACEs), trauma informed care principles and application including resilience
6. Participate in MCH Program evaluation efforts and activities to advance equity throughout the contract year
7. Request technical assistance as needed from the MCH contract administrator
8. Maintain a link to the Well Badger Resource Center website and searchable directory at: www.WellBadger.com. Display and provide marketing information and referral resources and services for Well Badger. Provide a voice message for the Well Badger MCH/First Step Resource Line
 Call 1-800-642-7837
 Text 608-360-9328
 Email help@wellbadger.org
 Website www.wellbadger.org
9. Maintain an agency webpage and/or social media accounts that link to family resources such as [Text4Baby](#), [Ready4K](#), [WIC](#), and [Mental Health America of Wisconsin](#)
10. All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: "Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services"
11. **FEDERAL MCH MATCH:** Report **75%** local match in GAC AND in CARs using the Community AIDs Reporting System Expenditure Report (F-00642) form by January 31, 2023. **Please use profile ID # 193002** (See example below). Grantees receiving federal funds must provide 75% match (\$0.75 local contribution for every \$1.00 federal) for all Title V MCH Block grant funds. Agencies that do not meet their MCH match requirements may be subject to repayment of grant funds. (Tribal Agencies are not required to report match)

DEPARTMENT OF HEALTH SERVICES Division of Enterprise Services F 00642 (06/2016)	COMMUNITY AIDs REPORTING SYSTEM (CARs) EXPENDITURE REPORT			STATE OF WISCONSIN
INSTRUCTIONS 1. Report total cost in whole dollar amounts in formula Use current Agency Number and Agency Type Complete one line per profile	<input type="checkbox"/> Original Report	<input type="checkbox"/> Additional Report	<input type="checkbox"/> Final Report	Office Use Only Date entered in CARs
Agency Number Agency Type Report Period (mm/yyyy)	Agency Name Agency Contact Person Agency Contact Phone Number	DHS Contract Administrator Agency Contact Email Address	Operator Initials	
Profile Name	Profile Number	Current Net Expense	CTD (Contract to Date) Expense Add Mat. Fed. Dollar	Comments
MCH Match	193002		Add Mat. Fed. Dollar	Required FED Match
CYSHCN Mat F	193001		Add Mat. Fed. Dollar	Required FED Match

Children and Youth with Special Health Care Program (CYSHCN) Program Parameters: Required Activities

The Wisconsin MCH Title V Program funds five **Regional Centers for CYSHCN**, five **statewide hubs** of expertise, and quality improvement grants to tribal health centers (through the Wisconsin Medical Home Initiative). Objectives and strategies support national performance measures for CYSHCN, which are medical home and youth transition from pediatric to adult health care. In addition, there is a focus on strengthening youth/family/consumer engagement and leadership and health equity (*See CYSHCN objectives list with specific strategies*)

Required Core Activities Include:

- 1 Staffing minimum for the Regional Centers: a project director and at least one staff who is a parent/caregiver of a child with special health care needs staff member or a person with a disability. Parent(s) in a leadership administrative capacity is strongly encouraged. Any exceptions to this staffing requirement should be approved by the Regional Center contract administrator.
- 2 Assure all staff is oriented to develop the knowledge and skills for advancing professional skills, knowledge, and understanding in the following areas: Wisconsin children with special health care needs survey data, quality improvement concepts and terminology, medical home and youth health transition model and concepts, Got Transition domains, family engagement and leadership, CYSHCN care standards, cultural competence, disability and healthcare disparities, health equity, life course theory and applications (including trauma-informed principles and applications including resilience), and population health. See attached list of links to information for each of the knowledge areas.
- 3 Attend and participate in Network Directors Meetings, Information & Referral Specialists call, Transition Learning Community, Advancing Care Coordination Learning Community calls, 2023 MCH Summit and other required meetings or trainings.
- 4 Collaborate with the CYSHCN Statewide Coordinator to identify issues, and discuss technical assistance needs (Additional training activities and or education planning shall be done in collaboration with the state CYSHCN staff).
- 5 Inform state program when making decisions (i.e., fact sheets, news and media releases, proposals, brief reports, program changes to meet deliverables, governor's budget proposals) that impacts the Network, other state agencies and beyond.
- 6 Complete annual competency assessments (Medical Home and Youth Health Transitions competency assessment or others as indicated).
- 7 In consultation with the DHS CYSHCN Program, serve in leadership roles on statewide committees and boards to advance and promote awareness of CYSHCN mission and goals.
- 8 Assure Regional Center and Hub staff is trained in the use of developed curricula, that they use the standardized evaluation form for trainings, and, and that they regularly provide links to resources.
- 9 Maintain an agency webpage including a link to the Well Badger Resource Center website at www.wellbadger.org and to the [CYSHCN Networks of Support for Families one-pager](#). Provide a voice message for Well Badger when not in the office.
 - Call 1-800-642-7837
 - Text 608-360-9328
 - Email help@wellbadger.org
 - Web www.wellbadger.org
- 10 Promote and distribute CYSHCN Network partner program information. Display and provide marketing information, referral resources and services for Network partners.
- 11 Report in REDCap quarterly, participate in mid-year review and produce an end of year work plan report on items not collected in REDCap.

- 12 Participate in CYSHCN Program evaluation and activities to advance equity throughout the contract year
- 13 Use quality improvement practices throughout your efforts
- 14 All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows “Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U S Department of Health and Human Services ”
- 15 **FEDERAL CYSHCN MATCH** Report 75% match in GAC AND in CARs using the Community AIDs Reporting System Expenditure Report (F-00642) form by **January 31, 2023** Please use profile **ID # 193001** (See example below) Grantees receiving federal funds must provide 75% match (\$0.75 local contribution for every \$1.00 federal) for all Title V MCH Block grant funds Agencies that do not meet their MCH match requirements may be subject to repayment of grant funds (*Tribal Agencies are not required to report match*)

DEPARTMENT OF HEALTH SERVICES Division of Enterprise Services F 00642 (06/2016)		COMMUNITY AIDs REPORTING SYSTEM (CARs) EXPENDITURE REPORT			STATE OF WISCONSIN
INSTRUCTIONS: 1. Report expenses in whole dollar amounts. No formulas. 2. See Contract for current Agency Number and Agency Type. 3. Complete one line per profile.		<input type="checkbox"/> Original Report		<input type="checkbox"/> Additional Report	<input type="checkbox"/> Final Report
		Office Use Only Date entered in CARs			
Agency Number	Agency Name				
Agency Type	Agency Contact Person	DHS Contact Administrator		Operator Initials	
Report Period (mm/yyyy)	Agency Contact Phone Number	Agency Contact Email Address			
Profile Name	Profile Number	Current Net Expense	CTD (Contract to Date) Expense	Comments	
MCH Match	193002		Add Match Dollars	Required FED Match	
CYSHCN Match	193001		Add Match Dollars	Required FED Match	

Professional and Workforce Development Information and Resources

Trauma Informed Care

- <https://www.samhsa.gov/nctic/trauma-interventions>

Quality Improvement Concepts and Terminology

- Basic understanding of the Model for Improvement Institute for Healthcare Improvement Resources – How to Improve pages describe the Model for Improvement
<http://www.ihl.org/resources/Pages/HowtoImprove/default.aspx>
- Dr. Mike Evans Video An Illustrated Look at Quality Improvement in Health Care (8/09)
<http://www.ihl.org/resources/Pages/AudioandVideo/MikeEvansVideoQIHealthCare.aspx>
- National Institute for Children’s Health Quality – Model for Improvement
<http://static.nichq.org/quality-improvement-101/>
- Population Health Improvement Partners’ Toolbox of e-modules and videos on quality improvement
<https://improvepartners.org/toolbox/toolbox-details/qi-videos-tools/>

Family Engagement and Leadership

- Core Competencies of Family Leaders A Guide for Families and Organizations
<http://mofamilytofamily.org/wp-content/uploads/CORE%20COMPETENCIES%20for%20family%20leaders.pdf>
- Patient and Family Engagement A Framework For Understanding The Elements And Developing Interventions And Policies <https://www.healthaffairs.org/doi/10.1377/hlthaff.2012.1133>
- AUCD Family Competencies
https://www.aucd.org/template/news.cfm?news_id=114&parent=119&parent_title=Family&url=/template/page.cfm?id%3D119
- DHS Civil Rights Compliance
<https://www.dhs.wisconsin.gov/civil-rights/index.htm>

Health Equity

- HRSA Office of Health Equity <https://www.hrsa.gov/about/organization/bureaus/ohe/>
- NACCHO Health Equity and Social Justice <http://www.naccho.org/programs/public-health-infrastructure/health-equity>
- HRSA Foundational Practices for Health Equity www.health.state.mn.us/communities/practice/resources/equitylibrary/coin-hrsa-foundational.html
- Resource Library for Advancing Health Equity in Public Health <https://www.health.state.mn.us/communities/practice/resources/equitylibrary/index.html>

Cultural Competence

- National Center for Cultural Competence <https://nccc.georgetown.edu/index.php>

Life Course Theory and Application

- HRSA MCH Life Course Resource Guide <https://mchb.hrsa.gov/training/lifecourse.asp>
- AUCD Life Course Perspective <http://www.aucd.org/template/page.cfm?id=768>

Population Health

- David Kindig's 2003 population health article <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1447747>

CYSHCN Regional Center Specific Resources

Wisconsin Children and Youth with Special Health Care Needs Survey Data

- National Survey of Children's Health (Data Resource Center for Child & Adolescent Health -2018 Percent of CYSHCN <https://www.childhealthdata.org/browse/survey/results?q=7713&r=51>
- Wisconsin CYSHCN National Performance Measures.
Medical Home <https://www.childhealthdata.org/browse/survey/results?q=7705&r=51>
Youth Health Transition. <https://www.childhealthdata.org/browse/survey/results?q=7707&r=51>

Medical Home Model and Concepts

- Wisconsin Statewide Medical Home Initiative <https://www.chawisconsin.org/initiatives/medical-home/wisconsin-medical-home-initiative/>
- National Resource Center For Patient/Family-centered Medical Home <https://medicalhomeinfo.aap.org/Pages/default.aspx>

Youth Health Transition Concepts and Got Transitions Domains

- Health Transition Wisconsin <http://www.healthtransitionwi.org>
- Got Transitions <http://www.gottransition.org>

Family Experience in health care:

- *In Their Own Words: Improving the Care Experience of Families with Children with Special Health Care Needs*, June 2015 <http://www.lpfch.org/publication/their-own-words-improving-care-experience-families-children-special-health-care-needs>
- *Patient Engagement in Redesigning Care* from Center for Patient Partnerships <https://www.hipxchange.org/PatientEngagement>
- Welcome Booklet: An introduction for families and health care teams working together on Advancing Family-Centered Care Coordination for Children and Youth with Special Health Care Needs using a Shared Plan of Care to transform health care, February, 2019, P-02349

CYSHCN Standards

- Standards for Systems of Care for Children and Youth with Special Health Care Needs Version 2.0, June 2017
<http://www.amchp.org/programsandtopics/CYSHCN/Documents/Standards%20for%20Systems%20of%20Care%20for%20Children%20and%20Youth%20with%20Special%20Health%20Care%20Needs%20Version%202.0.pdf>

Disability and Health Disparities

- Healthiest Wisconsin 2020 Baseline and Health Disparities Report – People with Disabilities
<https://www.dhs.wisconsin.gov/hw2020/baseline.htm>

Centers for Disease Control Disability and Health Promotion

- <http://www.cdc.gov/ncbddd/disabilityandhealth/index.html>

National Center on Birth Defects and Developmental Disabilities, Centers for Disease Control and Prevention

- <https://www.cdc.gov/ncbddd/index.html>

Other CYSHCN Training Resources

- Federal MCHB supported MCH Navigator located at Georgetown University
<http://mchnavigator.org/trainings/cyshcn.php>

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

(Signature of Official Authorized to Sign Application)
Lauren Gottlieb

(Print Name)

(Date)
Director of Health and Human Services

(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 www.sam.gov.

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

SIGNATURE – Official Authorized to Sign Application

Date Signed

For (Name of Vendor)

Unique Entity Identifier (UEI), if applicable

INTERNAL USE ONLY

Contract #:

Contract Description:

The Office/Division of _____ has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

SIGNATURE – Contract Administrator

Date Signed

Certificate Of Completion

Envelope Id D899A14A557746CE9D804F983F61A318
Subject MP FRANKLIN HD- 2023 DPH Consolidated Contract 57850
Source Envelope
Document Pages 61 Signatures 1
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
1 West Wilson St
Madison WI 53703
yvettea.smith@dhs.wisconsin.gov
IP Address 165.189.255.23

Record Tracking

Status Original
12/19/2022 10:54:29 AM
Security Appliance Status Connected
Storage Appliance Status Connected

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

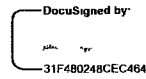
Location DocuSign

Location DocuSign

Signer Events

Cody Wagner
CodyW.Wagner@dhs.wisconsin.gov
Office of Legal Counsel
Wisconsin Department of Health Services
Security Level Email Account Authentication (None)

Signature



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Signed 12/20/2022 2:10:41 PM

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Lauren Gottlieb
LLube@franklinwi.gov
Director of Health and Human Services
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Electronic Record and Signature Disclosure.
Accepted 12/20/2022 3:44:24 PM
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Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level Email Account Authentication (None)

Electronic Record and Signature Disclosure
Accepted 12/20/2022 2:56:10 PM
ID d341a5b0-0680-4573-95a0-56e8c13eff5f

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

Carbon Copy Events

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

Electronic Record and Signature Disclosure
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Status

COPIED

Timestamp

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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)

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Not Offered via DocuSign

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Witness Events

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Notary Events

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Status

Timestamps

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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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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.

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

How to contact Wisconsin Department of Health Services:

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

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

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

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

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To withdraw your consent with Wisconsin Department of Health Services

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

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

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

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

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

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

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 3, 2023
Reports & Recommendations	A Resolution to Vacate a Service Road from S. 60th Street to S. 58th Street Located on the South Side of W. Ryan Road Between S. 60th Street and S. 58th Street (Part of the NW ¼ of Section 26, Township 5, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin)	ITEM NO. G.7.

BACKGROUND

This item was discussed at the December 6, 2022 Common Council meeting (G.5) and was held over to the December 20, 2022 (Item G.11) meeting and again to the January 3, 2023 meeting. The pertinent and updated information has been reiterated and included in this council action item.

Dorsey Trailer Sales WI (aka Spellman Trailer) located at 5921 W. Ryan Road is requesting that the City right-of-way on the north side of their parcels (between S. 60th Street and S. 58th Street along the south right-of-way of W. Ryan Road) be vacated and transferred to them. This right-of-way was created with Certified Survey Map (CSM) 1330 in 1970 as a “service road” in addition to the expanded right-of-way for W. Ryan Road (STH 100). As the City accepted and signed the CSM documents, the City is the owner of this right of way.

Resolution 86-2718 provided that the service road be closed but access to S. 60th Street from the service road be preserved. That resolution essentially provided a private drive/parking lot for Dorsey Trailer for their parcels.

The process of vacating a right-of-way is spelled out in Wisconsin Statue §66.1003 Discontinuance of a Public Way. The Wisconsin Department of Transportation (WisDOT) is also an adjacent landowner and may have reason to keep part of the right-of-way. Any public road within a ¼ mile of a State Highway is also reviewed by WisDOT (as an objecting authority). Staff received an email on 12/14/2022 that stated: *WisDOT does not have a need at this time for right of way to be retained for public purposes in conjunction with this proposed right of way discontinuance.*

ANALYSIS

Although it is apparent why the service road was provided in 1970, proximity of a public road intersection on S. 60th Street that close to W. Ryan Road is not appropriate and the 1986 resolution that essentially made this public road a private driveway was appropriate. Ideally, this access so close to a signalized intersection should be removed altogether, but it is there and not practical to require Spellman Trailers to reconfigure their building and vacate the driveway.

There are some industrial park sign issues that should be addressed in this discussion. There is a monument sign/wall at the southeast corner of the service drive and S. 60th Street that appears to be placed on Spellman’s property without an easement. Furthermore, there is a monument sign for the industrial park located within the area that is requested to be vacated. The Spellmans are willing to provide easements for these two signs. Staff is working to develop the easements referenced in the draft resolution.

Staff further recommends that any vacation of right-of-way be contingent on a land combination for Dorsey Trailer Sales WI (Spellman Trailers) as lot 2 (TKN 899-9991-003) would essentially be land locked if the City were to vacate the right-of-way since WisDOT would not allow a driveway connection to W. Ryan Road. The Spellmans are willing to this condition.

Charging for vacation of a right-of-way has not traditionally been done. However, it is noted that the City is selling a 0.23-acre parcel to the south of this area at \$57,959.18/acre (total \$13,330.61).

Staff would suggest that consideration of a permanent easement and upkeep of the industrial park sign is just compensation. The resolution would need to be modified if Common Council were to decide to sell the property. For reference, this vacation involves approximately 25,000 square feet and \$57,959.18/acre would equate to \$33,263.99. Staff recommends that the Spellmans not be charged for the land primarily because, to Staff's knowledge, vacated right-of-way has not ever been charged to the adjacent property owners. The draft resolution does not include payment for the vacated right-of-way. In addition, the Spellmans have provided some pertinent information:

- *While they [Spellmans] had no contractual obligation to do so, the Spellmans have been maintaining the right-of-way area since around 1987. Conservative estimates on snow plowing and salting costs add up to \$35,000 in cost over this period of time.*
- *...The objective in requesting the vacation of the right-of-way is to be able to add on to the building to accommodate the needs of their growing business. While we are holding off on site planning until we know what the area is that we have to work with, preliminary concepts show a 1500-2000 SF expansion. High level estimates put this at a \$250,000-\$350,000 addition. They also estimate adding 2-4 employees in the next few years to meet their needs of their growth.*

A draft resolution is enclosed.

OPTIONS

- Does the City want to vacate this Right-of-way?
- Does the City want to charge for this vacation?
- How does the City want to address the business park signage?

Ultimately; introduce resolution or table request.

FISCAL NOTE

No impact to the City

RECOMMENDATION

Motion to introduce a resolution that Staff would write considering the options_____ as Resolution No. 2023- _____ a resolution to vacate a service road from S. 60th Street to S. 58th Street located on the south side of W. Ryan Road between S. 60th Street and S. 58th Street (Part of the NW ¼ of Section 26, Township 5, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin)- subject to legal and technical corrections.

RESOLUTION NO. 2023-_____

A RESOLUTION TO VACATE A TOTAL OF APPROXIMATELY 0.57 ACRES OF RIGHT-OF-WAY PREVIOUSLY USED FOR SERVICE ROAD PURPOSES WHICH ABUTS THE SOUTH SIDE OF WEST RYAN ROAD (STH 100) FROM SOUTH 60TH STREET TO SOUTH 58TH STREET AND WHICH IS ABUTTED ON ITS SOUTH BOUNDARY BY THE 5921 WEST RYAN ROAD (TAX KEY NO. 899-9991-002), 5921 WEST RYAN ROAD (TAX KEY NO. 899-9991-003) AND 5825 WEST RYAN ROAD (TAX KEY NO. 899-9991-004) PROPERTIES

WHEREAS, the Common Council of the City of Franklin finds that the public interest requires that approximately 0.57 acres of right-of-way previously used for service road purposes which abuts the south side of West Ryan Road (STH 100) from South 60th Street to South 58th Street and which is abutted on its south boundary by the 5921 West Ryan Road (Tax Key No. 899-9991-002), 5921 West Ryan Road (Tax Key No. 899-9991-003) and 5825 West Ryan Road (Tax Key No. 899-9991-004) properties, respectively, be discontinued, pursuant to Wis. Stat. § 66.1003(4); and

WHEREAS, such approximately 0.57 acres of right-of-way previously used for service road purposes which abuts the south side of West Ryan Road (STH 100) from South 60th Street to South 58th Street and which is abutted on its south boundary by the 5921 West Ryan Road (Tax Key No. 899-9991-002), 5921 West Ryan Road (Tax Key No. 899-9991-003) and 5825 West Ryan Road (Tax Key No. 899-9991-004) properties, respectively, is more particularly described upon Exhibit A annexed hereto and the map annexed hereto as Exhibit B; and

WHEREAS, notice of pendency of proceedings to vacate the subject property was submitted to the Office of the Register of Deeds for Milwaukee County on _____, 2023, by way of a copy of this Resolution as introduced, for recording as may be required pursuant to Wis. Stat. § 840.11; and

WHEREAS, this Resolution was first introduced before the Common Council of the City of Franklin at its regular meeting on _____, 2023; and

WHEREAS, the Common Council scheduled a Public Hearing upon this Resolution pursuant to Wis. Stat. § 66.1003(4)(b) for _____, 2023; with notice of such hearing being published as a Class III notice in the Official City Newspaper, with the first publication date being _____, 2023; and

WHEREAS, a Public Hearing as so duly noticed having been held on _____, 2023, before the Common Council of the City of Franklin, and a report having been received

**RIGHT-OF-WAY PREVIOUSLY USED FOR SERVICE ROAD PURPOSES VACATION
RESOLUTION NO. 2023-_____**

Page 2

from the Plan Commission, upon all of the foregoing pursuant to law, the Common Council having been so informed and having made its determinations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that pursuant to the authority vested in the Common Council by Wis. Stat. § 66.1003(4)(b), that the approximately 0.57 acres of right-of-way previously used for service road purposes which abuts the south side of West Ryan Road (STH 100) from South 60th Street to South 58th Street and which is abutted on its south boundary by the 5921 West Ryan Road (Tax Key No. 899-9991-002), 5921 West Ryan Road (Tax Key No. 899-9991-003) and 5825 West Ryan Road (Tax Key No. 899-9991-004) properties, respectively, as described upon Exhibit A and Exhibit B annexed hereto and incorporated herein, be and the same is hereby discontinued and vacated.

BE IT FURTHER RESOLVED, that the aforesaid Resolved to discontinue and vacate has been reached upon the receipt and acceptance and approval thereof by the Common Council concurrent with the adoption of this Resolution, of two easements from the adjoining property owners to the south of the right-of-way being vacated to allow for City use upon the subject right-of-way property being vacated to retain and maintain and provide access thereto for the two existing Franklin Business park monument signs thereon.

BE IT FURTHER RESOLVED, that the aforesaid Resolved to discontinue and vacate has been reached upon the receipt and approval thereof by the Common Council concurrent with the adoption of this Resolution, of an application for a land combination permit for the 5921 West Ryan Road (Tax Key No. 899-9991-002) and 5921 West Ryan Road (Tax Key No. 899-9991-003) properties so as to protect the 5921 West Ryan Road (Tax Key No. 899-9991-003) property from being landlocked by the right-of-way discontinuance and vacation.

BE IT FURTHER RESOLVED, that the aforesaid Resolved to discontinue and vacate has been reached upon receipt of communication from the Wisconsin Department of Transportation that it has no objection to the discontinuance and vacation of the subject right-of-way and that the subject right-of-way as such shall be subject to the full reversion to the owners of the lands adjoining to the south, with each such owner and property receiving a portion of the subject right-of-way within the east and west boundaries within the subject right-of-way property of the portion thereof adjoining the property to the south and with the east and west boundaries thereof continuing and proceeding north thereof to the north boundary of the subject right-of-way property.

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

RIGHT-OF-WAY PREVIOUSLY USED FOR SERVICE ROAD PURPOSES VACATION
RESOLUTION NO. 2023-_____

Page 3

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2023.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2023.

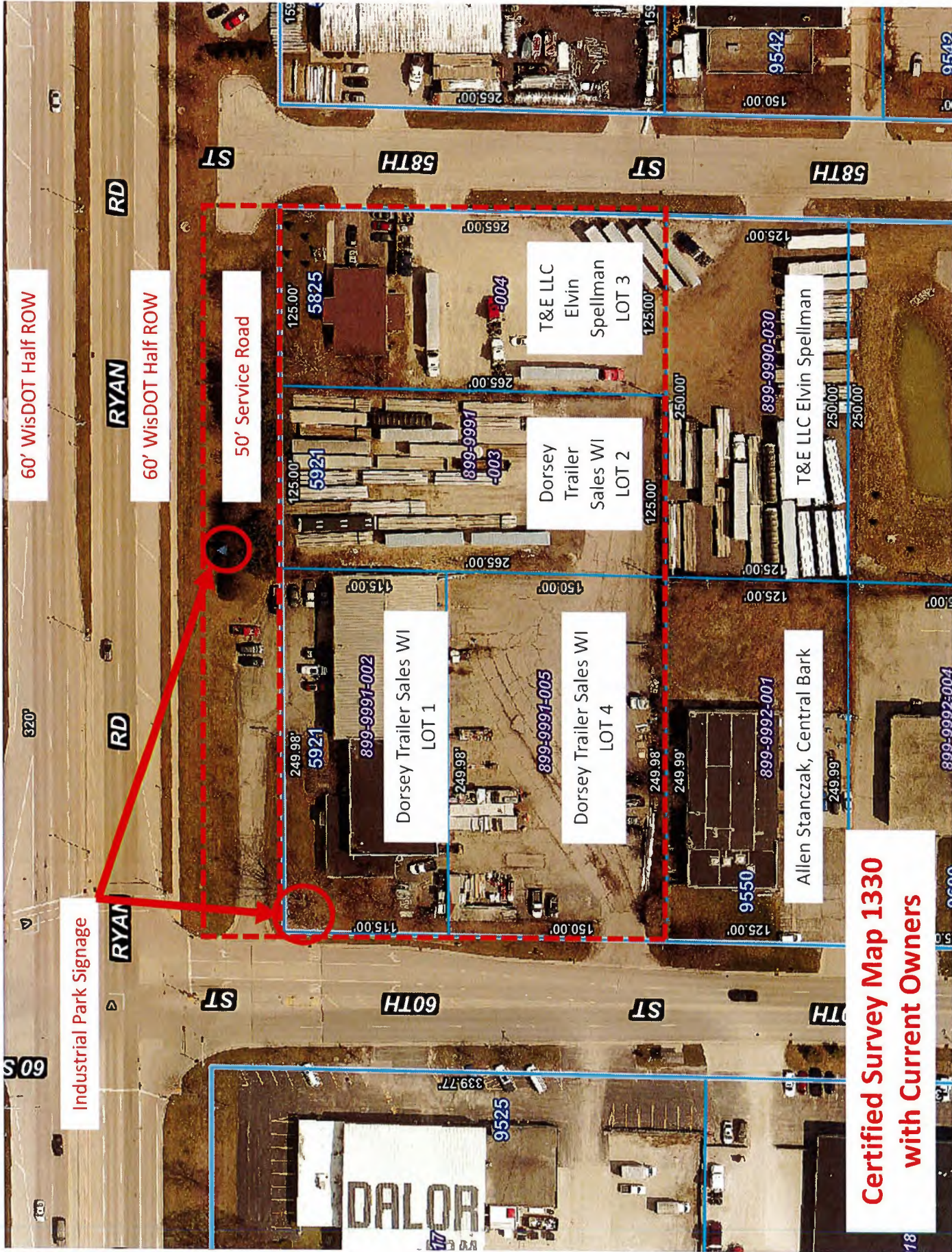
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



60' WisDOT Half ROW

RYAN RD

60' WisDOT Half ROW

50' Service Road

Industrial Park Signage

RYAN RD

RYAN RD

ST

58TH ST

ST

58TH ST

ST

60TH ST

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60TH ST

5825

5921

5921

5921

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899-9991-003

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899-9991-002

899-9991-005

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899-9991-004

899-9991-005

Dorsey Trailer Sales WI LOT 2

Dorsey Trailer Sales WI LOT 1

Dorsey Trailer Sales WI LOT 4

T&E LLC Elvin Spellman LOT 3

T&E LLC Elvin Spellman

Allen Stanczak, Central Bark

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Certified Survey Map 1330
with Current Owners



Industrial Park Signage / Landscaping

Intersection of W. Ryan Road (STH 100) and S. 60th Street.
Looking Southeast

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<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 01/03/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">REVIEW OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND STANTEC CONSULTING SERVICES INC. FOR QUARRY MONITORING SERVICES FOR CALENDAR YEAR 2023</p>	<p style="text-align: center;">ITEM NUMBER G.8.</p>

Since 2012, the City has hired a consultant to conduct monitoring of the quarry located in Planned Development Districts (PDD) No. 23 and 24 Pursuant to the PDD ordinances, certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne and Dolan quarry operator. In the 2023 City’s budget, the funds allocated for Quarry Monitoring Services (Item 5218) is \$45,000, same amount of previous years.

The Quarry Monitoring Committee (QMC) recommended approval of this agreement at the November 29, 2022, regular meeting, and to add to the scope of services that quarterly reports should include a short summary of comments associated with complaints. The attached scope of services addresses this recommendation of the QMC.

The proposed draft Professional Services Agreement with Stantec Consulting Services, Inc is hereby included in this packet along with Attachment “A” Quarry Monitoring Services Scope of Work and Associated Cost

Given that the “Exceptional Blast Complaint Evaluation” item was not used in 2021 and 2022, the 2023 scope of work includes the following note: “If no exceptional blast complaints occur, this portion of the budget may be used for another purpose as requested by the City”.

It can be noted that this would be the 11th consecutive year such a contract has been entered into with Stantec Consulting Services, Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, presentations before the Quarry Monitoring Committee and reports.

Note in section VI Insurance, the minimum Umbrella coverage is \$5,000,000, as this is an agreement for quarry monitoring services only and not for building contractor services that normally requires a minimum coverage of \$10,000,000.

COUNCIL ACTION REQUESTED

Motion to approve the Quarry Monitoring Professional Services Agreement for calendar year 2023 with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$45,000 subject to technical corrections by staff and the City Attorney.

-or

Such other action as the Common Council may determine

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Stantec Consulting Services Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide to provide quarry monitoring services, as described in Attachment A, for the City of Franklin;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

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

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$45,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$45,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Régulo Martínez-Montilva, Principal Planner, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Michael Roznowski, Principal, CONTRACTOR's Project Manager and other key

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

V. TERMINATION

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

VI. INSURANCE

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

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

The term of this agreement shall be from January 1 to December 31, 2023, regardless of the receipt date of the Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for the twelve calendar months of 2023. In addition, the terms also anticipate the 4th quarter 2023 (October – December) report and presentation be provided during February 2024.

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY _____

PRINT NAME Stephen R Olson

TITLE Mayor

DATE _____

BY _____

PRINT NAME Denise D Gilbert

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Karen L Kastenson

TITLE City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

BY _____

PRINT NAME _____

TITLE _____

DATE _____

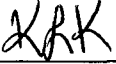
ATTACHMENT A - QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2023

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$800	8	\$6,400	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds. A percentage of the visits will also include on-site observations and records review.
Blast Monitoring	monthly	\$1,900	12	\$22,800	Stantec will provide remote vibration monitoring by using Normis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S. 51st Street and 5800 W. Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet. No written reports or summaries will be provided monthly.
Exceptional Blast Complaint Evaluation	Per City request	\$1,000	1	\$1,000	For unusual blast events (e.g., resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing seismic data from both Stantec/Payne & Dolan placed monitors, wind direction and speed the day of the complaint, a figure showing blast and complaint locations. (Note: If no exceptional blast complaints occur, this portion of the budget may be used for another purpose as requested by the City.)
Quarterly Reports and Presentation	Quarterly (May, August, November 2023, and February 2024)	\$3,700	4	\$14,800	Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: <ul style="list-style-type: none"> Operations monitoring completed in prior quarter Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne & Dolan unit recordings, to the Stantec unit recordings) Citizen complaints received by the City of Franklin in prior quarter <ul style="list-style-type: none"> For off-site dust complaints <ul style="list-style-type: none"> weather conditions (wind direction and speed) the day of the complaint For off-site seismic complaints <ul style="list-style-type: none"> seismic data from both Stantec and Payne & Dolan placed monitors weather conditions (wind direction and speed, temp., humidity, precipitation) the day of the complaint <p>The February 2024 quarterly report and presentation will also present highlights of the operations, blast monitoring and complaint evaluations, completed during calendar year 2023. This annual report is not meant to repeat what has already been provided in the prior quarterly reports; rather, it is intended to be a brief summary.</p>
				\$45,000	TOTAL (compared to budget: \$45,000)

Note: The number of Exceptional Blast Complaint Evaluations is estimated, since the exact number cannot be determined at this time. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding the scope of work as the year progresses as the actual number of events are determined and agrees not to exceed the approved budget without prior approval.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 3, 2023
Reports & Recommendations	Temporary Limited Easement for Investigation of St. Martin of Tours Church Trail 7963 South 116th Street (TKN 798-9988-001)	ITEM NO. G.9.

BACKGROUND

At the June 7, 2022 Common Council Meeting, an update for several trail projects was presented. The list of projects included a trail through the woods for St. Martin of Tours Church located at 7963 South 116th Street. GRAEF was directed to proceed with field work for a trail through the woods and return to Common Council with a scope change order.

ANALYSIS

Staff and GRAEF met with the Church and to date, the committee at the Church is amiable to this new pathway corridor. GRAEF needs to perform more detailed investigative work which would require the City DPW to clear through brush.

An open house for the neighborhood has been scheduled for Thursday February 2, 2023 in the Hearing Room at City Hall from 4:00- 7:00 pm. In addition, Staff anticipates educating the parishioners about the potential project on Sunday February 5, 2023.

OPTIONS

Approve or Table the temporary limited easement.

FISCAL NOTE

No impact to the City for this easement. DPW can provide the work within current budget and GRAEF is already under contract for this project. A project budget will be developed after the design work progresses.

RECOMMENDATION

Motion to authorize the Mayor and City Clerk to execute a temporary limited easement for Investigation of St. Martin of Tours Church Trail- 7963 South 116th Street (TKN 798-9988-001).

**TEMPORARY LIMITED EASEMENT FOR
INVESTIGATION OF ST. MARTIN OF TOURS CHURCH TRAIL
7963 South 116th Street
Tax key No.- 798 9988 001**

St Martin of Tours (“Grantors”), being the owner of the property located at 7963 South 116th Street, City of Franklin, Milwaukee County, Wisconsin, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does grant, set over and convey to the **City of Franklin**, a Wisconsin municipal corporation (“City”), a Temporary Limited Easement (“TLE”) for clearing and investigative work, upon, over and across the following parcel described in Exhibit A attached hereto and made a part hereof (the “TLE Area”)

The Temporary Limited Easement is subject to the following conditions:

1. The purpose of this TLE is to allow the City to perform investigative work for a trail through the woods connecting S. 16th Street to the Franklin Hike-Bike Trail.
2. The City’s use of the TLE shall be for clearing small brush and vegetation to facilitate walking through the wooded areas while surveying, inventorying vegetation, trees, soils, topography, and other natural features. No trees larger than 1” diameter of any species will be cut down.
3. No construction will occur. Any construction will be addressed in a future permanent easement to be negotiated at a later date. This TLE does not obligate either party to a future construction project.
4. The Grantors reserve the right to use and occupy the TLE Area in a manner consistent with the rights conveyed herein, provided that such use and occupancy shall not interfere with or disturb the activities of the Grantee.
5. This TLE shall terminate December 31, 2023 unless an extension is authorized in writing by the Grantor.

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

ON THIS DATE OF: _____, 20__.

By: _____
(signature)

(print or type name and title)

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

Before me personally appeared on the _____ day of _____, A.D. 20__, the above named
_____ (name), _____ (title) to me known to
be the person(s) who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC
My commission expires _____

Acceptance of this Temporary Limited Easement by the Common Council of the City of Franklin,
on this 3rd day of January, 2023

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Karen L Kastenson, City Clerk

STATE OF WISCONSIN)
 SS
COUNTY OF MILWAUKEE)

On this ___ day of _____, 20___, before me personally appeared Stephen R. Olson and Karen L Kastenson, who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, agreement adopted by its Common Council on January 3, 2023

Notary Public, Milwaukee County, Wisconsin
My commission expires _____

St. Martin of Tours / 116th Street Trail Trail Information Booth Sunday, February 5, 2023



DRAFT



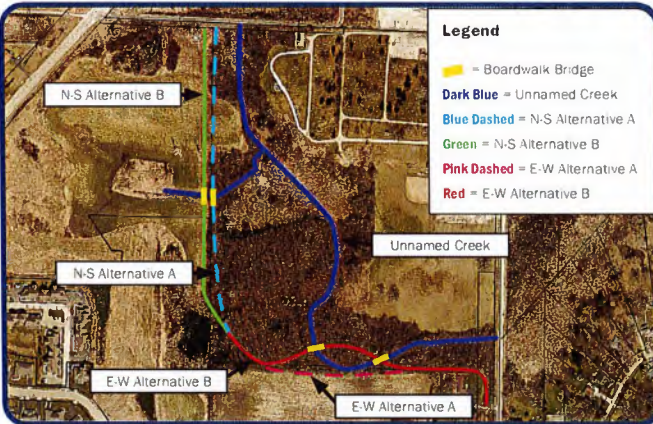
The City of Franklin is planning a bicycle facility to connect the Seven Water Trails along Loomis Road to the Forest Home Trail. Glen Morrow, City Engineer & Director of Public Works for the City of Franklin, will be available in the St. Martin of Tours's Narthex between masses on February 5 to discuss the potential trail easement planned through the Church property and answer questions from parishioners. Displays showing the trail alternatives are available in the gathering spaces for review by parishioners starting Thursday, January 12th.



The trail will be constructed in 2 phases:

Phase 1/116th Street Trail: Phase 1 (shown in yellow) is planned for construction in 2023 and will be constructed with federal funds through the Congestion Mitigation and Air Quality Improvement (CMAQ) program. CMAQ funding is used for transportation projects that improve air quality. It includes efforts to enhance public transit, bicycle/pedestrian facilities, ridesharing programs and facilities, and technologies that improve traffic flow and vehicle emissions. The trail will be built within the existing WE Energies property that runs parallel to S. 116th Street for most of the corridor.

Phase 2/St. Martin of Tours Trail: Phase 2 (shown in pink) will be funded by the City of Franklin. The trail is proposed to be constructed in easements from private property owners (including the church) and will provide the final connection to link existing trails. The city is exploring alternative alignments that require easements from property owners along the corridor including St. Martin of Tours Church.




Project Contacts

<p>Glen E. Morrow, PE City Engineer / Director of Public Works / Utility Manager City of Franklin 414 / 425 7510</p>	<p>Mary Beth Pettit, PE Consultant Project Manager, GRAEF 414 / 467 8912 mobile marybeth.pettit@graef-usa.com</p>
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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 01-03-23</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Reschedule Common Council Meeting Due to Spring Primary and Spring Elections</p>	<p>ITEM NUMBER G.10.</p>

The Common Council shall reschedule the February 21, 2023 and April 4, 2023 Common Council meetings to February 20, 2023 and April 3, 2023 due to the Spring Primary and Spring Elections.

COUNCIL ACTION REQUESTED

Motion to reschedule the Common Council meeting of February 21, 2023 to February 20, 2023 due to the Spring Primary Election and reschedule the Common Council meeting of April 4, 2023 to April 3, 2023 due to the Spring Election.

OR

As directed.

CLERKDEPT/KLK

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/3/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements) at 2895 W. Oakwood Road bearing Tax Key No. 951-9994-003. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 W. Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.11.</i></p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 W. Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/03/2023
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached minutes from the License Committee meeting of December 20, 2022.

1. Miscellaneous Licenses and Permits for 01/03/2023.
2. Fireworks Review Process.
3. Review and Discuss Extra Ordinary Events.

COUNCIL ACTION REQUESTED

1. As recommended by the License Committee for the meeting of January 3, 2023.
2. Fireworks Review Process.
3. Review and Discuss Extra Ordinary Events.



414-425-7500

**License Committee
Agenda***

**Franklin City Hall Hearing Room
9229 W. Loomis Rd
Franklin, WI
January 03, 2023 – 5:45 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Citizen Comment	
3.	Approval of Minutes from the Regular License Committee Meeting of December 20, 2022.	
4.	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	Masloroff, Abi K Walgreens# 15020			
Operator 2022-2023 New	Phouthakhio, Darren Marcus Showtime Cinema			
Police Incident Reports from June 1, 2022 thru December 27, 2022	Review of Police Incident Reports from Jun 1, 2022 thru December 27, 2022 for Class A and B Establishments.			
5. Fireworks Display Process	Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council			
6. Review & Discuss Extra Ordinary Events	Review and Discuss Extra Ordinary Events			
7.	Adjournment.	Time:		

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



414-425-7500

**License Committee
Minutes***


**Franklin City Hall Health Wing
9229 W. Loomis Rd
Franklin, WI
December 20, 2022 – 5:30 p.m.**

1.	Call to Order & Roll Call – Alderwoman Wilhelm Called to Order, Alderwoman Eichmann Present, Alderwoman Hanneman – Not Present	Time: 5:30 p.m.
2.	Citizen Comment	
3.	Approval of Minutes from the Regular License Committee Meeting of November 15, & December 6, 2022 and the Special License Committee Meeting of November 28, 2022 – Alderwoman Wilhelm moved and Alderwoman Eichmann seconded to approve all the minutes. Motion Carried.	
4.	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New 5:35 p.m.	Tengel, Lindsay Hideaway Pub & Eatery	√		
Operator 2022-2023 New	Baker, Nicole E CVS Pharmacy	√		
Operator 2022-2023 New	Becker, Amanda D Romey's Place	√		
Operator 2022-2023 New	Singh, Simran Franklin Liquor Store	√		
"Class A" Beer & Liquor Change of Agent 2022-2023	Walgreen Co. DBA – Walgreens #05459 9909 W. Loomis Rd. Austin Korth	√		
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	VFW Post 10394 (Franklin/Hales Corners) – St. Martin's Fair Fee Waivers: St. Martin's Fair Licenses: Operators, Temporary Entertainment & Amusement, Temporary Class "B" Beer Licenses, and Peddler's Permit Dates of Event: 9/3/2023 – 9/4/2023 Location: Post Property, 11300 W. Church St.	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
5. Fireworks Display Process	Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council	Discussion took place on adding an address line & considering changing Attorney General wording to State Law. Alderwoman Wilhelm moved and Alderwoman Eichmann seconded to carry item to next meeting. Motion Carried.		
6. Review & Discuss Extra Ordinary Events	Review and Discuss Extra Ordinary Events & Previous Citizen Input From 11/10/2022	Alderwoman Wilhelm moved and Alderwoman Eichmann seconded to continue to next agenda. Holding full membership of the License Committee Body. Motion Carried.		
7.	Adjournment.	Alderwoman Wilhelm moved and Alderwoman Eichmann seconded to adjourn at 6:19 p.m. Motion Carried.		

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

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/2023
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated December 16, 2022 through January 2, 2023, Nos 190571 through Nos 190739 in the amount of \$ 2,868,288 71 Also included in this listing are EFT's Nos 5184 through EFT Nos 5198, Library vouchers totaling \$ 30,847.85, and Water Utility vouchers totaling \$ 34,983 80 Voided checks in the amount of \$ (208 30) are separately listed

Included in this listing is payment to Parking Lot Maintenance, LLC in the amount of \$ 70,105 30 for the City hardscape renovations which was approved at the Council meeting on December 20, 2022

Early release disbursements dated December 16, 2022 through December 29, 2022 in the amount of \$ 953,364 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

Attached is a list of property tax disbursements, EFT Nos 436 through Nos. 437 dated December 16, 2022 through December 30, 2022, in the amount of \$ 11,500,000 \$11,500,000 represents transfers to temporary investment accounts These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated December 30, 2022 is \$ 454,768 36, previously estimated at \$ 442,000 Payroll deductions dated December 30, 2022 are \$ 436,211.39 previously estimated at \$ 440,000

The estimated payroll for January 13, 2023 is \$ 505,000 with estimated deductions and matching payments of \$ 300,000.

Approval to release temporary investment transfer to ADM in the amount of \$ 9,500,000 dated 12/29/22

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 2, 2023 in the amount of \$ 2,868,288 71 and
- Property Tax disbursements with an ending date of December 30, 2022 in the amount of \$ 11,500,000 and
- Payroll dated December 30, 2022 in the amount of \$ 454,768 36 and payments of the various payroll deductions in the amount of \$ 436,211 39, plus City matching payments and
- Estimated payroll dated January 13, 2023 in the amount of \$ 505,000 and payments of the various payroll deductions in the amount of \$ 300,000, plus City matching payments and
- Approval to release temporary investment to ADM in the amount of \$ 9,500,000

ROLL CALL VOTE NEEDED

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