

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

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

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, FEBRUARY 6, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
 - 1. Citizen Comment Period.
 - 2. A Proclamation to Designate May 4th, 2024 as Arbor Day in the City of Franklin.
- C. Approval of Minutes: Regular Common Council Meeting of January 16, 2024.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Update to the Common Council on the Enchant Christmas Event.
 - 2. Request Common Council approval to proceed with purchasing radio and emergency equipment to upfit a replacement Battalion Command Vehicle – Capital Equipment Replacement Fund (42-0221-5811).
 - 3. Request council approval to accept a \$622.00 public donation from the residents of the Sacred Heart at Monastery Lake Senior complex and to spend the donation towards firefighter health and wellness training.
 - 4. Concept Review for a Mixed-Use Development Proposal Located at 7220 W. Ryan Road (TKN 884-9999-000) (Pasa Ece, Apus Investment, Applicant).
 - 5. Motion to approve the Director of Health and Human Services to accept and execute the Alliance Wisconsin Youth State Opioid Response (SOR3) Prevention Grant Agreement.
 - 6. Three-Year Agreement for Towing and Storage of Motor Vehicles with N & S Towing, Inc.
 - 7. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2024.
 - 8. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the General Fund to Carryforward \$1,100 of Unused 2023 GIS Support Services Appropriations.
 - 9. New Housing Fee Report for 2023.
 - 10. November, 2023 Monthly Financial Report.

Common Council Meeting Agenda

February 6, 2024

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- 11. An Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budgets for the Capital Outlay Fund to provide additional resources and appropriations in the amount not to exceed \$50,000 for the purchasing and planting of trees.
- 12. Motion to authorize the Director of Health and Human Services to accept, execute and deliver the 2024 Division of Public Health Consolidated Contracts to continue funding health department grants.
- 13. List of Donations for October - December, 2023.

H. Licenses and Permits: License Committee Meeting of February 6, 2024.

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:

February 8	Plan Commission	6:00 p.m.
February 20	Spring Primary	7:00 a.m.-8:00 p.m.
February 21	Common Council Meeting (Wednesday)	6:30 p.m.
February 22	Plan Commission	6:00 p.m.

City of Franklin Proclamation

A PROCLAMATION TO DESIGNATE MAY 4th, 2024 AS ARBOR DAY IN THE CITY OF FRANKLIN

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees;

WHEREAS, the holiday now known as Arbor Day is celebrated worldwide;

WHEREAS, the City of Franklin Environmental Commission, and the people of Franklin, Wisconsin have observed Arbor Day since 1999;

WHEREAS, trees reduce erosion, purify our air and water and provide habitat for wild life, provide a source of spiritual renewal; and

WHEREAS, trees increase our property values, enhance our economic vitality, and beautify our community.

NOW, THEREFORE, I, JOHN R. NELSON, Mayor of the City of Franklin, Wisconsin proclaim **MAY 4th, 2024 AS ARBOR DAY IN THE CITY OF FRANKLIN** and urge all citizens of the City of Franklin to protect our trees and woodlands and to gladden their hearts by planting trees.

Dated this 6th Day of February, 2024.

John R. Nelson, Mayor



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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 16, 2024
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on January 16, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber, Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

- CITIZEN COMMENT B. Citizen comment period was opened at 6:34 p.m. and was closed at 6:45 p.m.

- MINUTES
JANUARY 3, 2024 C. Alderman Holpfer moved to approve the minutes of the Common Council meeting of January 3, 2024 as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.

- PUBLIC HEARING
AMEND UDO –
IMPACT FEES FOR
SOUTHWEST SEWER
& WATER FACILITIES D. A Public Hearing Regarding Proposed Amendments to §92-9 of the Municipal Code Pertaining to Impact Fees for Southwest Sanitary Sewer System Facilities and Water System Facilities.

- ORD. 2024-2580
AMEND §92-9.
IMPACT FEES PUBLIC
FACILITIES NEEDS
ASSESSMENT AND
IMPACT FEE STUDY G.1. Alderwoman Day moved to adopt Ordinance 2024-2580, AN ORDINANCE TO AMEND §92-9. IMPACT FEES, OF THE MUNICIPAL CODE, IN PART AND PRIMARILY TO UPDATE SAME PURSUANT TO THE PUBLIC FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY DATED NOVEMBER 27, 2023. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

- RES. 2024-8087
RELEASE
CONSERVATION
EASEMENT AT 9533
W. RYAN RD., ERIC &
DEBORAH
DAVIDSON, OWNERS,
APPLICANTS G.2. Alderman Holpfer moved to adopt Resolution No. 2024-8087, A RESOLUTION TO RELEASE IN PART A CONSERVATION EASEMENT UPON LOT 2 OF CERTIFIED SURVEY MAP NO. 9163 (9533 WEST RYAN ROAD; TKN 894-9002-000) (ERIC J. DAVIDSON AND DEBORAH J. DAVIDSON, PROPERTY OWNERS, APPLICANTS). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- CAPITAL EQUIPMENT
FUND TO PURCHASE
FIRE DEPT. PRE-
OWNED APPARATUS G.3. Alderwoman Eichmann moved to approve the allocation of \$230,000 from the Capital Equipment Fund (42-0221-5811) to allow the Fire Department to purchase an interim pre-owned fire apparatus for use until the delivery of new equipment. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

- FIRE DEPT. TO DISPOSE OF DECOMMISSIONED ENGINE AND OTHER EQUIPMENT
- G.4. Alderman Barber moved to approve the Fire Department request to dispose of decommissioned fire pumper (engine), a decommissioned EZ-GO utility vehicle, and miscellaneous surplus equipment with any recovered funds returned to the Equipment Replacement Fund (42-0221-5811). Seconded by Alderman Holpfer. All voted Aye; motion carried.
- FIRE DEPT. PURCHASE OF BATTALION COMMAND VEHICLE
- G.5. Alderwoman Eichmann moved to approve the Fire Department purchase of a Replacement Battalion Command Vehicle with existing appropriation in the 2024 Capital Equipment Replacement Fund (42-02215811) at a cost not to exceed \$56,441.00. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- ANNUAL BUDGET FOR FIRE DEPT. EQUIPMENT REPLACEMENT
- G.6. No motion required. Item was already approved in 2023.
- MUNICIPAL COURT PURCHASE OF FURNITURE AND FIXTURES
- G.7. Alderman Barber moved to authorize the purchase of the Municipal Court 2024 Capital Outlay Budget items of furniture and fixtures. Seconded by Alderman Hasan. On roll call, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Baber and Alderman Craig voted Aye, Alderman Holpfer Abstained. Motion carried.
- REVIEW PARKS MARKETING MATERIALS
- G.8. Alderman Barber moved to approve Parks Commission draft parks marketing brochure and to add it to the City of Franklin website, have available brochures in the clerk's office for residents to pick up and to contact the Franklin Recreation Department to have them put it into their pamphlet and any other place the Parks Commission deems appropriate. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2024-8088 UPDATE AGREEMENT WITH HOUSEAL LAVIGNE ASSOCIATES LLC FOR UDO REWRITE
- G.9. Alderman Barber moved to adopt Resolution No. 2024-8088, A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN UPDATED SCOPE OF WORK AND BUDGET AUGMENT CONTRACT TO THE EXISTING AGREEMENT THAT ALLOWS FOR HOUSEAL LAVIGNE ASSOCIATES LLC TO PERFORM THE UNIFIED DEVELOPMENT ORDINANCE REWRITE PROJECT. Have the appropriate city officials sign the standard city agreement which is prepared and reviewed by the City Attorney and staff (Option C). Seconded by Alderman Eichmann. All voted Aye; motion carried.
- RES. 2024-8089 2024 AND 2025 CONTRACT WITH
- G.10. Alderman Hasan moved to adopt Resolution No. 2024-8089, A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRAEF-USA, INC. TO PROVIDE STORM WATER MANAGEMENT PLAN

GRAEF-USA, INC. FOR
STORM WATER
MANAGEMENT
SERVICES

REVIEWS AND OTHER ON-CALL SERVICES FOR 2024 AND 2025 (Option A). Seconded by Alderman Holpfer. All voted Aye; motion carried.

DPW
REFORESTATION &
WETLAND
AGREEMENT WITH
MMSD

G.11. Alderman Barber moved to authorize the Department of Public Works to Accept & Execute Reforestation & Wetland Restoration Agreement with Milwaukee Metropolitan Sewerage District for Municipal Tree Planting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2024-2581
AMEND §229-2J
REFUNDING TAX
OVERPAYMENTS

G.12. Alderwoman Day moved to adopt Ordinance 2024-2581, AN ORDINANCE TO RE-LETTER AND AMEND §229-2J. AND TO CREATE A NEW §229-2J. OF THE MUNICIPAL CODE TO PROVIDE FOR THE PROCESS OF THE REFUNDING OF TAX OVERPAYMENTS. Seconded by Alderwoman. All voted Aye; motion carried.

RES. 2024-8090
2024 AND 2025
CONTRACT WITH
HARWOOD
ENGINEERING
CONSULTANTS, LTD.
FOR STORM WATER
MANAGEMENT
SERVICES

G.13. Alderman Barber moved to adopt Resolution No. 2024-8090, A RESOLUTION TO AUTHORIZE A CONTRACT WITH HARWOOD ENGINEERING CONSULTANTS, LTD. TO PROVIDE STORMWATER MANAGEMENT PLAN REVIEWS AND OTHER ON-CALL SERVICES FOR 2024 AND 2025 (Option A). Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8091
2024 AND 2025
CONTRACT WITH
RUEKERT & MIELKE,
INC. FOR
INFRASTRUCTURE
CONSTRUCTION
INSPECTION

G.14. Alderman Holpfer moved to adopt Resolution No. 2024-8091, A RESOLUTION TO AUTHORIZE A CONTRACT WITH RUEKERT & MIELKE, INC. TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION FOR 2024 AND 2025 (Option A). Seconded by Alderman. All vote Aye; motion carried.

ORD. 2024-2582
AMEND ORD. 2022-
2521 – 2023 ANNUAL
BUDGET – TRANSFER
OF PARK IMPACT FEE
FUNDS

G.15. Alderwoman Eichmann moved to adopt Ordinance 2024-2582, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE DEVELOPMENT – IMPACT FEE FUND TO PROVIDE ADDITIONAL \$505,422.24 APPROPRIATIONS FOR THE TRANSFER OF PARK IMPACT FEES TO SUPPORT CAPITAL PROJECTS. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

- RES. 2024-8092
AMEND CONTRACT
WITH GRAEF-USA,
INC. –
CONSTRUCTION
OBSERVATION
SERVICES FOR
INDUSTRIAL PARK
LIFT STATION
- G.16. Alderman Barber moved to adopt Resolution No. 2024-8092, A RESOLUTION TO AMEND A CONTRACT WITH GRAEF-USA, INC. TO PROVIDE CONSTRUCTION OBSERVATION SERVICES OF INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT FOR \$5,020 (Option A). Seconded by Alderwoman Day. All voted Aye; motion carried.
- RES. 2024-8093
2024 BRIDGE
INSPECTIONS BY
FOTH
INFRASTRUCTURE &
ENVIRONMENT, LLC
- G.17. Alderwoman Eichmann moved to adopt Resolution No. 2024-8093 , A RESOLUTION FOR FOTH INFRASTRUCTURE & ENVIRONMENT, LLC TO PERFORM 2024 BRIDGE INSPECTIONS FOR \$5,400. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- City Attorney vacated his seat at 8:19 p.m.
- City Attorney returned to his seat at 8:21 p.m.
- 2024-2026 TENTATIVE
LABOR AGREEMENT
WITH FIREFIGHTERS,
I.A.F.F. Local 2760
- G.18. Alderman Barber moved to approve the Tentative Agreement between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760, for a 2024-2026 successor labor agreement and authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement and to authorize the Director of Administration to incorporate any such language into the Employee Handbook as determined necessary. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- Alderwoman Eichmann vacated her seat at 8:40 p.m.
- Alderwoman Eichmann returned to her seat at 8:43 p.m.
- 2023 DPW SITE
IMPROVEMENT
PROJECT BIDS &
AMEND CONTRACT
WITH KUENY
ARCHITECTS, LLC
- G.19. Alderman Holpfer moved to Reject all bids for the 2023 DPW Site Improvement Project at 7979 W. Ryan Road (TKN 896-9990-001) and direct Staff to return with a contract amendment for Kueny Architects, LLC to design an addition to the existing DPW facility. Seconded by Alderman Hasan. On roll call, Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig voted Aye, Alderwoman Day Abstained. Motion carried.
- WATERMAIN
PROJECT ON S.
LOVERS LANE RD. AT
S. PHYLLIS LN. & W.
HERDA PL.
- G.20. Alderman Craig moved to authorize Staff to bid a watermain project on S. Lovers Lane between S. Phyllis Lane and W. Herda Place. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES 2024-8094
2024 AND 2025
INFRASTRUCTURE
CONSTRUCTION
INSPECTION
CONTRACT WITH RA
SMITH, INC.

G.21. Alderman Holpfer moved to adopt Resolution No. 2024-8094, A RESOLUTION TO AUTHORIZE A CONTRACT WITH RA SMITH, INC. TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION FOR 2024 AND 2025 (Option A). Seconded by Alderman Hasan. All voted Aye; motion carried.

PURCHASE RAPID7
MDR & SIEM
SERVICES FOR 2024
POLICE DEPT.
SOFTWARE
MAINTENANCE

G.22. Alderman Barber moved to authorize the purchase of Rapid7 MDR and SIEM services in the amount of \$81,000 as budgeted for in the 2024 Police Department Software Maintenance Operation Outlay Budget-Account 01-0211-5257. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

RES 2024-8095
2024 AND 2025
INFRASTRUCTURE
CONSTRUCTION
INSPECTION
CONTRACT WITH
GRAEF-USA, INC.

G.23. Alderwoman Day moved to adopt Resolution No. 2024-8095, A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRAEF-USA, INC. TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION FOR 2024 AND 2025 (Option A). Seconded by Alderman Hasan. All voted Aye; motion carried.

CLOSED SESSION
PROPOSED TAX
ASSESSMENT
SERVICES

G.24. Alderman Barber moved to enter into closed session at 8:47 p.m. concerning the Evaluation and Final Selection of Proposed Tax Assessment Services. The Common Council may enter closed session according to Wis. Stat. §19.85(1)(e), Considering the Deliberating or Negotiating the Purchasing of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Eichmann. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:16 p.m., Alderman Barber moved to approve an Agreement with Forward Appraisal for assessor services for the City of Franklin. Seconded by Alderman Craig. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of January 16, 2024:

Grant 2023-24 Operator License to: Jessica Barrett, Jeremy Charusch, & Mandy Oleniczak ;

Hold 2023-24 Operator License for appearance to Robert Meyer;

Approved Police Incident Reports from 5/16-12/27/23 for Class A & B Establishments;

Grant Temporary Entertainment & Amusement License to: Franklin Health Department, Megan Conway, Trunk or Treat, Public Library, 9151 W Loomis Rd, 10/24/24 & Franklin Civic Celebration Committee, John Bergner, Independence Celebration, City Hall, 9229 W Loomis Rd, 7/3-7/6/24; and

Grant Temporary "Class B" Beer & Wine Retailer's License to: Franklin Civic Celebration Committee, John Bergner, Independence Celebration, City Hall, 9229 W Loomis Rd, 7/3-7/6/24.


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

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of January 11, 2024, in the amount of \$ 1,901,669.79, and payroll dated January 12, 2024 in the amount of \$ 600,816.63 and payments of the various payroll deductions in the amount of \$ 350,663.25, plus City matching payments, and estimated payroll dated January 26, 2024 in the amount of \$ 505,000 and payments of the various payroll deductions in the amount of \$ 620,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 9:20 p.m. Seconded by Alderman Craig. All voted Aye; motion carried.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 02-06-24
REPORTS & RECOMMENDATIONS	Update to the Common Council on the Enchant Christmas Event	ITEM NUMBER D.1.
<p data-bbox="191 480 1117 516">Update to the Common Council on the Enchant Christmas event.</p> <p data-bbox="505 1591 1146 1629" style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p data-bbox="201 1690 285 1719">None</p>		

Mayor Nelson

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">SR</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2-6-24</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council approval to proceed with purchasing radio and emergency equipment to upfit a replacement Battalion Command Vehicle – Capital Equipment Replacement Fund (42-0221-5811)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">D.2.</p>

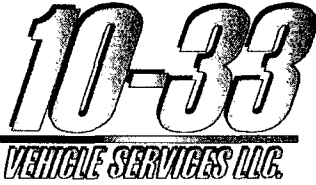
The Fire Department is seeking council approval to purchase radios and emergency equipment to upfit the replacement command vehicle approved for purchase by the Council on January 16, 2024. This vehicle will be used by the department's Battalion Chief / Shift Commanders. This investment is included in the 2024 Capital Equipment Replacement Fund.

This new vehicle will be equipped to serve as an incident command post for a wide range of emergency incidents including structure fires, hazardous materials incidents, active threat events and natural disasters. It will be outfitted with emergency warning lights, communications equipment, equipment storage cabinet and reflective graphics.

Quotations for two (2) new Motorola APX8500 mobile radios and emergency vehicle upfitting by local contractor 10-33 Vehicle Services, LLC are attached for your review. This contractor has performed similar work for several neighboring fire departments in Milwaukee County with very positive references. These requested purchases will not exceed \$55,227.00.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department purchase of radio equipment and emergency vehicle upfitting for a replacement Battalion Command Vehicle in the amount of \$55,227- Capital Equipment Replacement Fund (42-0221-5811)



Estimate

Date	Estimate #
12/31/2023	2087

10-33 Vehicle Services, LLC

N4615 Indian Point Rd.
 Sullivan, WI 53178
 Phone. (262) 490-3109
 Email. 10-33@charter.net

Customer

Franklin Fire Department
 8901 W Drexel Ave
 Franklin, WI 53132

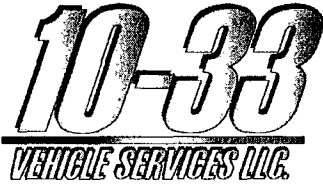
Item	Description	Qty	Rate	Total
LABOR	SET UP 2024 TAHOE FOR FIRE DEPARTMENT USE	60 00	115 50	6,930 00
	WHELEN VEHICLE SAFETY GATEWAY THROUGH WHELEN			
BJ2LLL	WHELEN LIBERTY II WECAN X 54" DUO LIGHTBAR R/G CORNERS R/W FRT & SIDE R/A REAR	1 00	2,312 20	2,312 20
IJ500ST	WHELEN LIBERTY II CENTER MOUNTED STROBE	1 00	171 60	171 60
MKAJ101	WHELEN LIGHTBAR MOUNT KIT, 2019+ SILVERADO	1 00	0 00	0 00
C399	WHELEN CENCOM CORE AMPLIFIER CONTROL MODULE	1 00	1,017 50	1,017 50
CCTL7	WHELEN CORE 21 BUTTON CONTROL HEAD	1 00	0 00	0 00
C399K6	WHELEN CANPORT INTERFACE, 2021 TAHOE/SUBURBAN	1 00	0 00	0 00
SA315P	WHELEN COMPOSITE SIREN SPEAKER	1 00	0 00	0 00
SAK70	WHELEN SA315P SPEAKER BRACKET, 2021 TAHOE	1 00	0 00	0 00
CV2V	WHELEN CORE VEHICLE TO VEHICLE SYNC MODULE	1 00	187 00	187 00
BS54Z	WHELEN WECAN X RST INNER EDGE, 2021 TAHOE	1 00	962 50	962 50
ISDK	WHELEN INNER EDGE DUO LIGHTHEAD, R/A	10 00	0 00	0 00
CEXAMP	WHELEN WECAN X EXTERNAL AMPLIFIER	1 00	219 39	219 39
SA315P	WHELEN COMPOSITE SIREN SPEAKER	1 00	0 00	0 00
SAK70	WHELEN SA315P SPEAKER BRACKET, 2021 TAHOE	1 00	0 00	0 00
CHOWLER	WHELEN WECANX HOWLER SYSTEM	1 00	551 45	551 45
HWLRB32	WHELEN HOWLER BRACKET KIT	1 00	0 00	0 00
CEM16	WHELEN WECAN X EXPANSION MODULE, 16 OUTPUT 4 INPUT	2 00	170 50	341 00
CEM4HC	WHELEN CORE HIGH CURRENT MODULE	2 00	271 255	542 51
CCTL5	WHELEN CENCOM CORE HANDHELD CONTROL HEAD (REAR CONTROLLER)	1 00	276 03	276 03
CAT6	CAT 6 CABLE	1 00	15 95	15 95

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.

Subtotal

Sales Tax (0.0%)

Total



Estimate

Date	Estimate #
12/31/2023	2087

10-33 Vehicle Services, LLC

N4615 Indian Point Rd.
 Sullivan, WI 53178
 Phone: (262) 490-3109
 Email 10-33@charter.net

Customer

Franklin Fire Department
 8901 W Drexel Ave
 Franklin, WI 53132

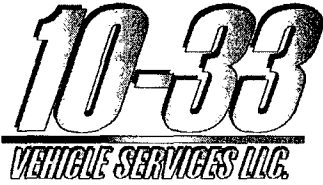
Item	Description	Qty	Rate	Total
CAT6 SPLIT	CAT6 2 WAY SPLITTER	1 00	15 68	15 68
CAT6 COUPLER	CAT 6 COUPLER	1 00	5 99	5 99
ARGES2	WHELEN ARGES W/ PRO FOCUS SPOT/FLOOD LIGHT	2 00	532 97	1,065 94
ARGCH2	WHELEN ARGES CONTROL HEAD, PEDESTAL MOUNT	2 00	205 675	411 35
ARG54D	WHELEN ARGES MOUNT, 2021+ TAHOE DR FENDER	1 00	67 37	67 37
ARG54P	WHELEN ARGES MOUNT, 2021+ TAHOE PASS FENDER	1 00	67 37	67 37
TLI2D	FRONT WARNING & SCENE			
S30MRB	WHELEN ION T-SERIES DUO, RED/CLEAR (FRONT INTERSECTION)	2 00	116 25	232 50
SUCBL15	WHELEN 30" PIONEER SUMMIT W/ RED FLASHING (FRONT SCENE)	1 00	982 48	982 48
SUBKT5B	WHELEN 15' CABLE	2 00	68 56	137 12
NP6BB	WHELEN SUMMIT EXTENDED MOUNT, BLACK	2 00	0 00	0 00
	WHELEN PIONEER NANO, 6 LED BLACK BAIL MOUNT (SIDE SCENE)	2 00	135 30	270 60
LINSV2R	SIDE WARNING			
LSVBKT54	WHELEN V SERIES LIGHTHEAD, RED (UNDER SIDE MIRROR)	2 00	180 035	360 07
TCRWX6	WHELEN LINSV2 MOUNT KIT, 2021 TAHOE	1 00	20 27	20 27
TCRWXP	WHELEN TRACER, 6 POD DUO (RUNNING BOARD)	2 00	825 00	1,650 00
TCRWXSD	WHELEN TRACER PRIMARY POD, DUO RED/WHITE	2 00	0 00	0 00
TCRB54A	WHELEN TRACER POD, DUO RED/WHITE	10 00	0 00	0 00
I2D	WHELEN TRACER BRACKET, 2021+ TAHOE	2 00	0 00	0 00
	WHELEN ION DUO RED/WHITE (TWO PER SIDE WINDOW)	4 00	119 825	479 30
PSSEQACR	DOOR OPEN WARNING			
	WHELEN STRIP LIGHT PLUS SEQUENCING LIGHT, AMBER	4 00	138 91	555 64
	REAR WARNING			

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.

Subtotal

Sales Tax (0.0%)

Total



Estimate

Date	Estimate #
12/31/2023	2087

10-33 Vehicle Services, LLC

N4615 Indian Point Rd
 Sullivan, WI 53178
 Phone: (262) 490-3109
 Email: 10-33@charter.net

Customer

Franklin Fire Department
 8901 W Drexel Ave
 Franklin, WI 53132

Item	Description	Qty	Rate	Total
SA-TLF-SUBR20	2021+ TAHOE/SUBURBAN TAIL LIGHT HARNESS W/ DIODE ISO	1 00	145 26	145 26
SA-TLF-DIODE	DIODE ISOLATION HARNESS	1 00	29 00	29 00
I2D	WHELEN ION DUO RED/WHITE (LIC PLATE AREA)	2 00	119 825	239 65
TLI2K	WHELEN ION T-SERIES DUO, RED/AMBER (INNER HATCH LIP)	2 00	116 25	232 50
2021TAH-HATCH	2021 TAHOE HATCH ION BRACKET	2 00	25 63	51 26
	DOME LIGHTS			
60CREGCS	WHELEN 6" ROUND LED INTERIOR LIGHT RED/WHITE (HATCH)	2 00	150 23	300 46
60CREGCS	WHELEN 6" ROUND LED INTERIOR LIGHT RED/WHITE (MID SEAT)	1 00	150 23	150 23
60CREGCS	WHELEN 6" ROUND LED INTERIOR LIGHT RED/WHITE (CONSOLE)	1 00	150 23	150 23
CTA	WHELEN WECAN X TRAFFIC ADVISOR MODULE (DOME LIGHT CONTROL)	1 00	175 27	175 27
SHIP	WHELEN SHIPPING (Estimate only)	4 00	8 00	32 00
20 1870 PE	ABLE 2 POWER SUPPLY	1 00	337 34	337 34
BK2019TAH21	SETINA PB450L PUSH BUMPER, 2021+ TAHOE	1 00	900 80	900 80
SHIP	SHIPPING (Estimate only)	1 00	350 00	350 00
091-55-20-120-RD	KUSSMAUL SUPER AUTO EJECT, RED COVER	1 00	363 41	363 41
091-266-12-40-RC	KUSSMAUL CHIEF'S SMART CHARGER W/ REMOTE DISPLAY	1 00	1,199 04	1,199 04
SHIP	SHIPPING (Estimate only)	1 00	95 00	95 00
C-VSW-1012-TAH	HAVIS CONSOLE, 2021 TAHOE	1 00	645 84	645 84
	C-EB25-XTL-1P MOTOROLA RADIO			
	C-EB25-XTL-1P MOTOROLA RADIO			
	C-EB25-XTL-1P MOTOROLA RADIO			

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.

Subtotal

Sales Tax (0.0%)

Total



Estimate

Date	Estimate #
12/31/2023	2087

10-33 Vehicle Services, LLC

N4615 Indian Point Rd.
 Sullivan, WI 53178
 Phone: (262) 490-3109
 Email 10-33@charter.net

Customer

Franklin Fire Department
 8901 W Drexel Ave
 Franklin, WI 53132

Item	Description	Qty	Rate	Total
CUP2-1001	C-EB40-CCS-1P WHELEN CORE	1 00	48 24	48 24
C-APW-1390	C-EB50-WSB-1P WHELEN DUAL ARGES	1 00	60 48	60 48
C-HDM-204	HAVIS SELF-ADJUSTING DUAL CUP HOLDER	1 00	165 60	165 60
C-MD-207	HAVIS 13" ACCESSORY POCKET	1 00	115 92	115 92
C-HDM-301	HAVIS TILT-SWIVEL MOTION DEVICE FOR TABLETS	1 00	12 96	12 96
PKG-TAB-APP12	HAVIS HEAVY-DUTY FIXED TOP PLATE	1 00	354 23	354 23
	HAVIS DOCKING STATION, IPAD PRO 11"			
	*****CONFIRM IPAD DOCK*****			
SHIP	SHIPPING (Estimate only)	1 00	100 00	100 00
HARNESS	CUSTOM WIRE HARNESS	1 00	1,200 00	1,200 00
SUPPLIES	INSTALLATION SUPPLIES	1 00	750 00	750 00
76610	90 AMP MEGA CIRCUIT BREAKER	1 00	41 99	41 99
2601B	EGIS PDM 14 CIRCUIT W/ KILL SWITCH	2 00	175 13	350 26
901466	EGIS BUSBAR OFFSET	2 00	2 86	5 72
8028B	EGIS RT FUSE BLOCK, 6 CIRCUIT	10 00	15 60	156 00
8029B	EGIS RT FUSE BLOCK, 12 CIRCUIT	2 00	31 20	62 40
COAX	COAX CABLE	6 00	33 95	203 70
800 WHIP	800 MHZ 1/4 WAVE ANTENNA	3 00	21 95	65 85
NMO150/450/758	Pulse Larsen Antenna, Tri-Band, 150&450&748MHz, NMO	3 00	88 65	265 95
SHIP	MISC SHIPPING (Estimate only)	1 00	150 00	150 00
FC-CTAH24-C-46	ROCKLAND CUSTOM CABINET AS PER ATTACHED DRAWING	1 00	3,427 94	3 427 94
SHIP	ROCKLAND SHIPPING (Estimate only)	1 00	500 00	500 00
C-EB25-XTL-1P	HAVIS FACE PLATE, MOTOROLA XTL	2 00	27 25	54 50

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.

Subtotal

Sales Tax (0.0%)

Total



Estimate

Date	Estimate #
12/31/2023	2087

10-33 Vehicle Services, LLC

N4615 Indian Point Rd.
 Sullivan, WI 53178
 Phone: (262) 490-3109
 Email 10-33@charter.net

Customer

Franklin Fire Department
 8901 W Drexel Ave
 Franklin, WI 53132

Item	Description	Qty	Rate	Total
FAB	CUSTOM FABRICATION OF MIDDLE REAR SEAT CABINET	1 00	4,200 00	4,200 00
FAB	CUSTOM FABRICATION OF SHELVES TO HOLD RADIO, TIC & 4 GAS	1 00	175 00	175 00
FAB	CUSTOM FABRICATION OF DIAMOND PLATE PLATFORMS ON CUSTOM BOX	1 00	725 00	725 00
FAB	CUSTOM FABRICATION OF CONSOLE AUX BOX	1 00	245 00	245 00
FAB	CUSTOM FABRICATION OF RADIO REPEATER CABINET WITH TWO BINS	1 00	945 00	945 00
FAB	POWDER COAT OF REQUESTED PRODUCTS	1 00	145 00	145 00
063 DIA PLATE	063 DIAMOND PLATE POLISHED	30 00	7 25	217 50
063 SMOOTH	063 SMOOTH ALUMINUM PLATE	15 00	6 35	95 25

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.

Subtotal \$40,085 59

Sales Tax (0.0%) \$0 00

Total \$40,085 59

Billing Address
FRANKLIN, CITY OF
8901 W DREXEL AVE
FRANKLIN, WI 53132
US

Quote Date:01/18/2024
Expiration Date 03/01/2024
Quote Created By
David Feiler
dfeiler@baycominc.com

End Customer
FRANKLIN, CITY OF
James Mayer
jmayer@franklinwi.gov
414-427-7586

Contract* 24752 - WCA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	2	\$5,893.68	\$4,302.39	\$8,604.78
1a	QA01648AA	ADD HW KEY SUPPLEMENTAL DATA	2	\$6.00	\$4.38	\$8.76
1b	G628AC	ADD REMOTE MOUNT CABLE 17 FT APX	4	\$17.00	\$12.41	\$49.64
1c	G51AT	ENH SMARTZONE	2	\$1,650.00	\$1,204.50	\$2,409.00
1d	G78AT	ENH 3 YEAR ESSENTIAL SVC	2	\$288.00	\$288.00	\$576.00
1e	GA00092AU	ADD APXM DUAL E5 CH	2	\$627.00	\$457.71	\$915.42
1f	GA05509AA	DEL. DELETE UHF BAND	2	-\$800.00	-\$584.00	-\$1,168.00
1g	GA01606AA	ADD NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
1h	W432AG	ADD AUXILIARY SPKR 13W (3 2OHM)	4	\$79.00	\$57.67	\$230.68
1i	G89AC	ADD NO RF ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
1j	G444AH	ADD APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
1k	G67EH	ADD REMOTE MOUNT E5 MP	2	\$327.00	\$238.71	\$477.42



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the 'Underlying Agreement') that authorizes Customer to purchase equipment and/or services or license software (collectively 'Products'). If no Underlying Agreement exists between Motorola and Customer then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions Inc. 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01517AA	DEL NO J600 ADAPTER CABLE NEEDED	2	\$0 00	\$0 00	\$0 00
1m	G806BL	ENH ASTRO DIGITAL CAI OP APX	2	\$567 00	\$413 91	\$827 82
1n	GA01767AG	ADD RADIO AUTHENTICATION	2	\$110 00	\$80 30	\$160 60
1o	GA01670AA	ADD APX E5 CONTROL HEAD	2	\$717 00	\$523 41	\$1,046 82
1p	W22BA	ADD STD PALM MICROPHONE APX	4	\$79 00	\$57 67	\$230 68
1q	QA09113AB	ADD BASELINE RELEASE SW	2	\$0 00	\$0 00	\$0 00
1r	G193AK	ADD ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	\$0 00	\$0 00	\$0 00
1s	G361AH	ENH P25 TRUNKING SOFTWARE APX	2	\$330 00	\$240 90	\$481 80
2	LSV00Q00202A	DEVICE PROGRAMMING	2	\$145 00	\$145 00	\$290 00

Grand Total
\$15,141.42(USD)
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the 'Underlying Agreement') that authorizes Customer to purchase equipment and/or services or license software (collectively 'Products'). If no Underlying Agreement exists between Motorola and Customer then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products

Motorola Solutions Inc 500 West Monroe, United States 60661 ~ #: 36-1115800

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">SR</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2-6-24</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request council approval to accept a \$622.00 public donation from the residents of the Sacred Heart at Monastery Lake Senior complex and to spend the donation towards firefighter health and wellness training.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">A.3.</p>
<p>Background:</p> <p>The fire department has received a public donation from the residents of the Sacred Heart at Monastery Lake Senior Residences in the amount of \$622.00. These proceeds were raised through the very generous efforts of many residents at a bake sale the was recently held at the complex. The department is requesting council approval to accept the donation, and to spend the funding on supplies needed for firefighter health and wellness training.</p> <p>Funds would go into Revenue Fund line (28-0000-4731 Donations - Fire Misc.), with expenditures posted to Expenditure line (28-0221-5329-7081 - Operating supplies- Misc. Fire Donations).</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Request council approval to accept a \$622.00 public donation from the residents of the Sacred Heart at Monastery Lake Senior complex (Fund 28-0000-4731) and to spend the funding on firefighter health and wellness training (Fund 28-0221-5329-7081).</p>		

Fire/JCM

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<p style="text-align: center;">APPROVAL <i>SR</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE February 6, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">CONCEPT REVIEW FOR A MIXED-USE DEVELOPMENT PROPOSAL LOCATED AT 7220 W. RYAN ROAD (TKN 884 9999 000) (PASA ECE, APUS INVESTMENT, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER <i>M. 4.</i> District 1</p>

A Concept Review is an informal high-level perspective presentation of a potential project by a developer to the Common Council. While not required, the Concept Review provides developers with the opportunity to obtain comments from Common Council members before undertaking more detailed design and applications processes. The Concept Review is strictly optional by the request of a developer. No comments made at a Concept Review meeting are in any way binding upon any actions by the City during a subsequent required applications process. The Common Council does not entertain any motions or take any actions upon the potential project at a concept review meeting.

The documents attached include:

- Staff report prepared by City Development Department staff.
- Memorandum with staff comments from the Department of City Development and other city departments.
- Applicant's Concept Review submittal: project summary, conceptual site plan, architectural site plan, natural resource protection plan as well as site intensity and capacity calculations.

COUNCIL ACTION REQUESTED

No action requested. No action to be taken.



CITY OF FRANKLIN
REPORT TO THE COMMON COUNCIL

Meeting of February 6, 2024

Concept Review

RECOMMENDATION: Staff has no recommendation. This item does not have a recommended motion and no official action is to be taken.

Project name:	Ryan Commons , a mixed use development (multi-family and retail)
Property Owner:	Pasa (Paul) Ece; ECE Hills, LLC
Applicant:	Pasa (Paul) Ece; APUS Investment
Agent:	Tim Kneprath; Wellspring Construction Group, LLC
Property Address/TKN:	7220 W. Ryan Road / 884 9999 000
Aldermanic District:	District 1
Zoning District:	R-8 Multiple-Family Residence District
Planner:	Régulo Martínez-Montilva, AICP, CNUa, Principal Planner
Submittal date:	12-06-2023
Application number:	PPZ23-0167

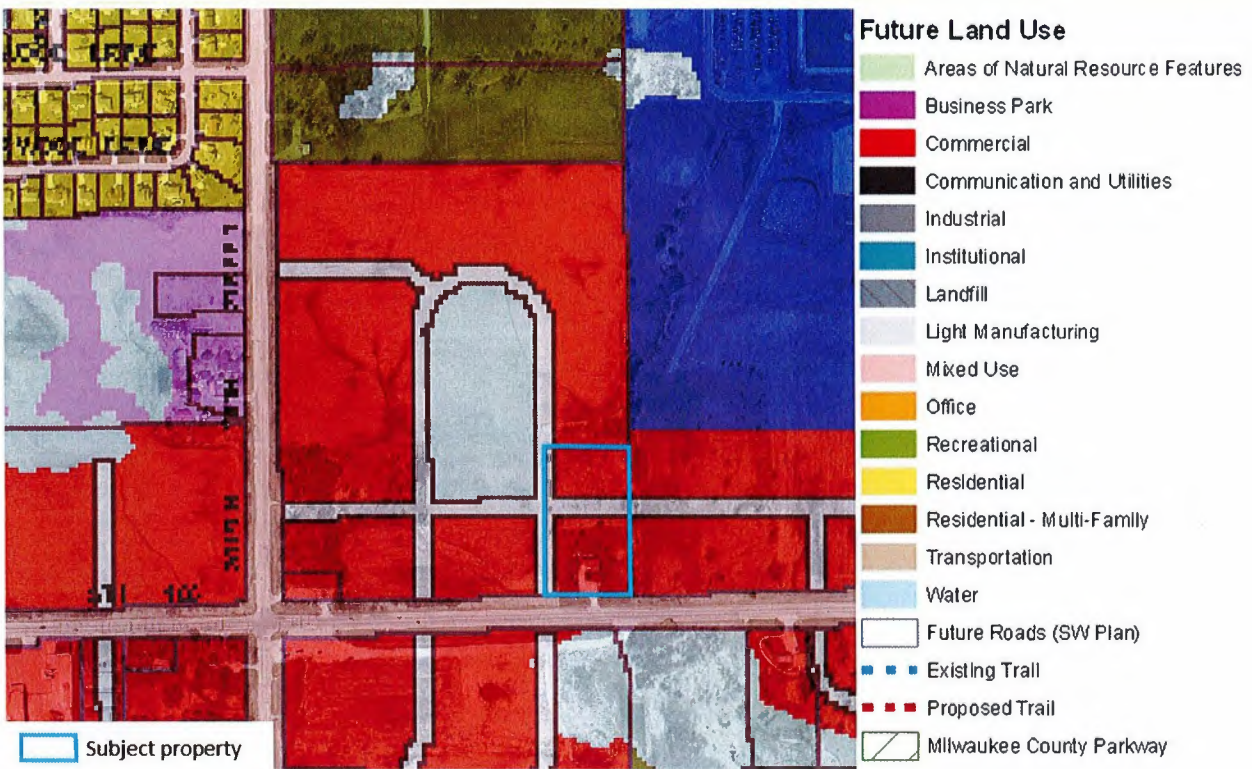
The applicant is seeking Concept Review comments for a proposed mixed use development: multi-family residential and retail. The development consists of a two-story mixed use building facing Ryan Road with retail use on the first floor and nine one-bedroom apartments on the upper floor; as well as four garden style apartment buildings with 29 two-bedroom apartments. For approximately 10,000 square feet of retail use and a total of 38 dwelling units.

Staff analysis:

City Development staff has the following observations about this proposal:

- **Consistency with the comprehensive plan.** The applicant is proposing a mixed use development consisting of apartments and retail use, but the subject property is zoned R-8 Multiple-Family Residence District where retail uses are not allowed. The applicant needs to apply for a Planned Development District (PDD) in order to allow for this mixed use development. Additionally, the applicant needs to request a Comprehensive Master Plan Amendment to change the future land use designation from Commercial to Mixed Use.

Comprehensive Master Plan Amendments are subject to recommendation by the Plan Commission, as well as public hearing and decision by the Common Council. For Planned Development Districts, recommendation and public hearing before the Plan Commission and decision by the Common Council.



City of Franklin Future Land Use Map 2025

The future land use map depicts a street layout based on the SW Plan. Even though this street layout is now for reference only because the SW Plan expires when public services become available, it's worth noting that the location of the shared access drive and cross-access connection to the west are substantially consistent with this street layout, with the difference that the proposed drives would be private. City Development staff is not recommending a cross-access connection to the east at this time, due to the presence of natural resources (wetland and waterway). However, the east boundary of the site will remain free of structures and would allow for a future cross-access connection if needed.

- **Compatibility with adjacent land uses.** City Development staff has no concerns regarding compatibility with adjacent land uses as long as conservation and landscape bufferyard easements are required as conditions of approval for a future Planned Development District or Site Plan.

Northwest, abutting property owned by Carma Laboratories Inc. recently rezoned to M-1 Limited Industrial. As part of a recent Certified Survey Map, a conservation easement and a 30-foot landscape buffer will abut the subject property to minimize potential nuisances between industrial use and multi-family residential use. City Development staff recommends a 30-foot landscape bufferyard easement on the subject property along the west and north property line to increase buffering, resulting in a 60-foot landscape buffer between Carma Laboratories (industrial) and the proposed development.

Southwest, abutting property owned by Carma Laboratories Inc. recently rezoned to B-3 Community Business. City Development staff doesn't recommend a landscape buffer along this boundary due to proposed shared driveway and cross-access connection, staff doesn't anticipate incompatibility of land use because a mixed use building is a permitted use in the abutting B-3 zoning district. Note

that the other apartment buildings are not permitted in B-3 zoning, but such buildings will be surrounded by a landscape buffer.

East, abutting agricultural zoning and natural resources. City Development staff recommends a conservation easement as required by the Unified Development Ordinance to protect existing wetland and to act as a buffer between agricultural use and the proposed mixed use development.

- **Compliance with the Unified Development Ordinance (UDO).** Annexed to this packet is the staff review memorandum sent to the applicant, this memorandum outlines the approval process and preliminary comments for compliance with the UDO, such as residential density, dwelling unit size, natural resource protection, landscape requirements, parking, access, etc.

City Development staff is concerned about the proposed 38 dwelling units exceeding the maximum permitted densities for Planned Development Districts. The applicant needs to revise the design accordingly or request a density increase per Table 15-3.0402C, note (a) which states that the “Plan Commission and Common Council may approve of densities over the stated GD or ND with the provision the development meets a community purpose, such as residential housing for older persons”. The applicant’s justification for a density increase is “we are asking for 38 units based on providing amenities for the community mainly, commercial and retail space to spur economic activity in this area of Franklin”.

Following staff comments, the applicant submitted Site Intensity and Capacity Calculations for the proposed commercial use. According to applicant’s calculation, the proposed design complies with the Landscape Surface Ratio (LSR) and Floor Area Ratio (FAR) for new PDDs (UDO Table 15-3.0402C).

Natural resource protection: staff anticipates that this proposal will need a Natural Resource Special Exception (NRSE) due to impacts to wetlands, wetland buffers, wetland setbacks and steep slopes as shown on the Natural Resource Protection Plan (NRPP).

Parking: the applicant is proposing 151 stalls while the minimum required parking is 115 stalls. Staff is concerned about the proposed quantity of parking stalls based on UDO §15-5.0203D which states that “a proposed parking lot in which the number of parking spaces substantially exceeds the minimum number of parking spaces required under Table 15-5.0203 is discouraged”. The standard parking ratio may be exceeded by 10% in accordance with UDO §15-5.0203B but the proposed parking represents a 30% increase.

- **Alternatives.** City Development staff identified two development scenarios without the need of amending the comprehensive plan: (1) Residential multifamily development without a retail component is allowed with a special use permit in the current zoning district (R-8); (2) a rezoning to B-3 would be consistent with the future land use map designation for commercial use, but all buildings must be vertical mixed use because apartments are only allowed in upper levels in the B-3 zoning district.

Background:

The applicant presented a Concept Review before the Common Council for a similar mixed proposal on March 5, 2019. Then, the applicant submitted a Planned Development District (PDD), City Development

staff sent a memorandum to the applicant with 53 review comments on October 21, 2019, but this PDD application didn't move forward.

The current proposal is substantially similar to the previous design, except for the following: the mixed use building was previously a live/work building (in live/work buildings, each unit has both commercial and residential areas; in mixed use buildings, there are commercial units and residential units); the previous design didn't have cross-access connections and the access from Ryan Road wasn't shared with the property to the west.

Staff Recommendation:

Staff has no recommendation. This item does not have a recommended motion and no official action is to be taken.

12/2/2023
APUS Investment – Franklin
Project #21-105



Mr Regulo Martinez-Montilva, Associate Planner
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

RE. 7220 W Ryan Rd Project Summary

Dear Regulo,

We are proposing a mixed development on the 3 72-acre property located at 7220 W Ryan Road
The proposed development to include.

- The front/south end of the property to include a mixed-use building consisting of:
 - Approximately 10,000sf of retail space on the main level
 - Nine one-bedroom apartments on the upper level
- Four garden style apartments buildings will be construction on the balance of the property
 - These buildings will provide 29 two-bedroom apartments total Each apartment includes a single car garage

The development will include the required stormwater management facilities and adequate parking for the proposed uses The development will be accessed through a shared driveway on Ryan Road No formal agreement is in place for the shared drive However, Carma Labs has verbally agreed with the proposed shared driveway

Attached is the following information

- Site plan dated 11/06/2023
- Image survey dated 11/06/2023 to demonstrate what the proposed development may look like

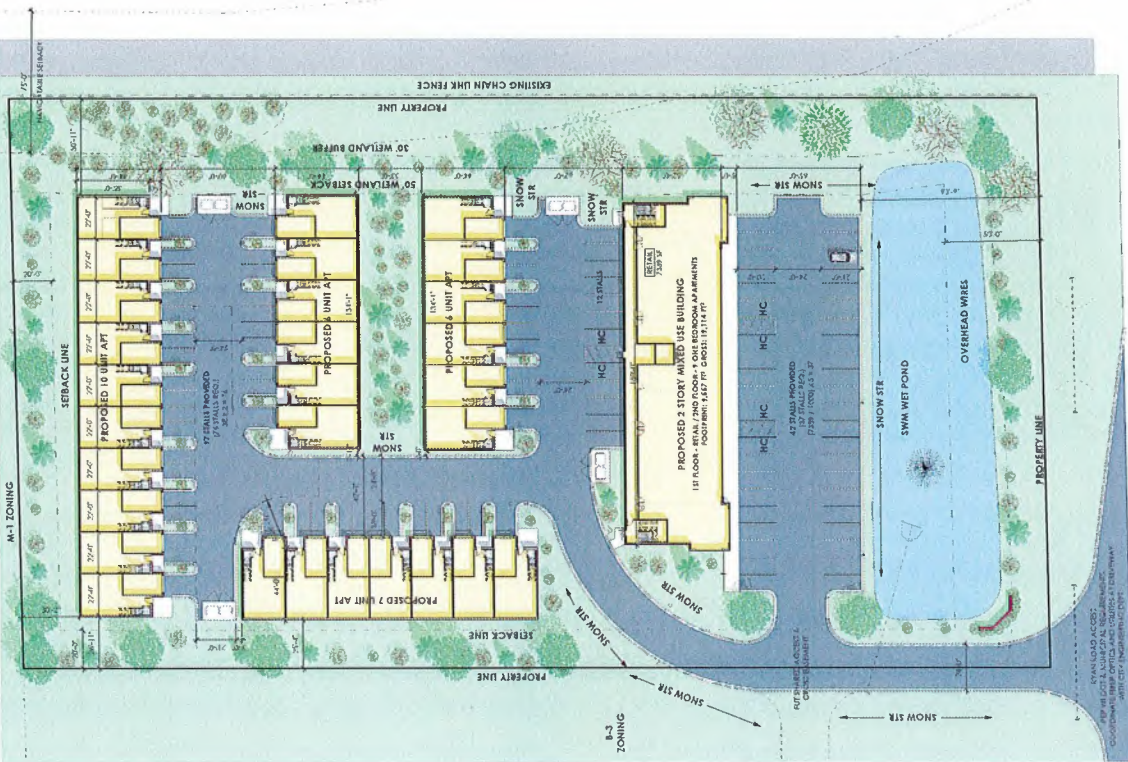
We look forward to receiving input from the staff and the common council

In the meantime, please do not hesitate to contact me if you have any questions regarding this proposed development

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Kneprath". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tim Kneprath, President
Wellspring Construction Group, LLC



NOTING: CURRENTLY THE PROPERTY IS ZONED R-3 MULTIPLE-FAMILY RESIDENCE DISTRICT. CHANGE LAND USE DESIGNATION FROM COMMERCIAL TO MIXED USE B-3

PLANNED DEVELOPMENT DISTRICT (PDD)

PERMITS: 20 DWELLING UNITS PER SITE INTENSITY AND CAPACITY CALCULATIONS DIVISION 15-3.0500

WE ARE ASKING FOR 38 UNITS BASED ON PROVIDING AMENITIES FOR THE COMMUNITY MAINLY COMMERCIAL AND RETAIL SPACE TO SPUR ECONOMIC ACTIVITY IN THIS AREA OF FRANKLIN.

MINIMUM LANDSCAPE SURFACE RATIO (LSR) FOR COMMERCIAL USE IS 15% AND FOR RESIDENTIAL USE IS 10%. THE RATIO OF LANDSCAPED SURFACE TO THE BASE SITE AREA.

$79,673 \text{ SF} / 162,043 \text{ SF} = 0.49 > 0.45$

REQUIRED PARKING: 115 PARKING STALLS MIN. REQUIRED. 131 STALLS SHOWN

M ARCHITECTS
700 W. VIRGINIA ST. SUITE 404
MILWAUKEE, WI 53212
TEL: 414.271.8000
WWW.MARCHITECTS.COM

PROPOSED ADDITION TO:
RYAN COMMONS
7720 W. RYAN ROAD
FRANKLIN, WISCONSIN

CLIENT
WELLSPRING CONSTRUCTION

wellspring
CONSTRUCTION GROUP

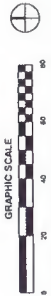
DATE: 11/07/23
DESIGNED BY: [REDACTED]
CHECKED BY: [REDACTED]
DATE: 11/07/23
DESIGNED BY: [REDACTED]
CHECKED BY: [REDACTED]

PROJECT NUMBER: 23-064
START DATE: 11/07/23
DRAWN BY: A/JPH
CHECKED BY: [REDACTED]
SCALE: 1" = 30'-0"

SITE PLAN
A0.41

NOT FOR CONSTRUCTION

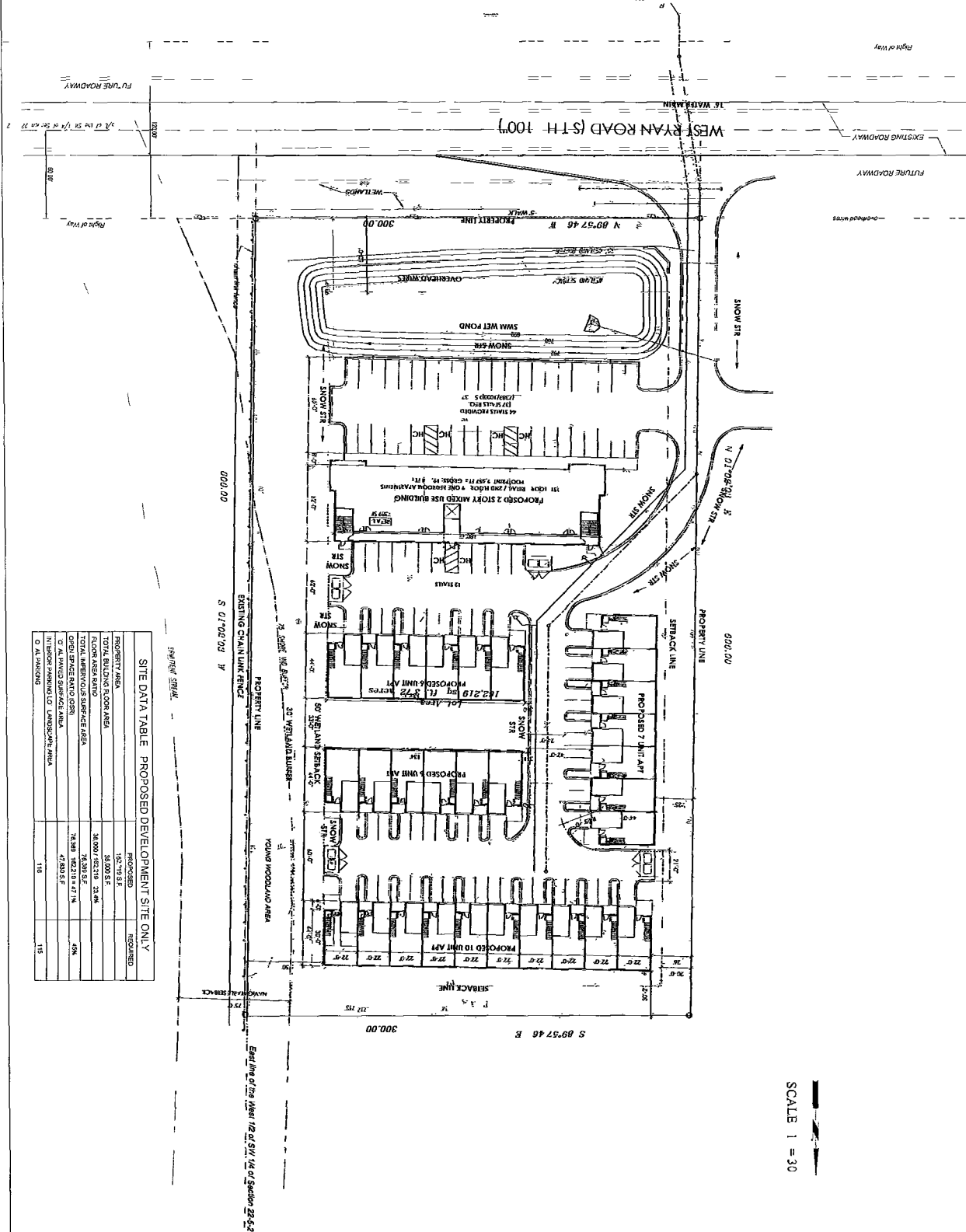
WEST RYAN ROAD (S.T.H. 1100)
18" WATER MAIN



1" = 30'-0"

LEGEND

- 1. SITE BOUNDARY
- 2. EXISTING ROAD CENTERLINE
- 3. EXISTING PROPERTY LINE
- 4. PROPOSED PROPERTY LINE
- 5. PROPOSED DRIVEWAY
- 6. PROPOSED DRIVEWAY
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- 39. PROPOSED DRIVEWAY
- 40. PROPOSED DRIVEWAY



SITE DATA TABLE PROPOSED DEVELOPMENT SITE ONLY

PROPERTY AREA	PROPOSED	REQUIRED
TOTAL BUILDING FLOOR AREA	162,719 SF	
TOTAL BUILDING FLOOR AREA	38,000 SF	
TOTAL AREA PAVED	38,000 SQ FT	30,486
TOTAL PAVED SURFACE AREA	38,000 SQ FT	30,486
OPEN SPACE (NET) AREA	74,800 SQ FT	40%
TOTAL PAVED AREA	38,000 SQ FT	115
TOTAL UNPAVED AREA	110	

STANDARD DRAWING SYMBOLS AND NOTATION
 1. DIMENSIONS
 2. DIMENSION LINES
 3. DIMENSION VALUES
 4. DIMENSION UNITS
 5. DIMENSION SCALE
 6. DIMENSION TOLERANCES
 7. DIMENSION OFFSETS
 8. DIMENSION ANGLES
 9. DIMENSION RADIUS
 10. DIMENSION DIAMETER
 11. DIMENSION CENTER POINTS
 12. DIMENSION CENTER OF GRAVITY
 13. DIMENSION CENTER OF MASS
 14. DIMENSION CENTER OF MOTION
 15. DIMENSION CENTER OF ROTATION
 16. DIMENSION CENTER OF CURVATURE
 17. DIMENSION CENTER OF SPHERICAL CAP
 18. DIMENSION CENTER OF SPHERICAL SURFACE
 19. DIMENSION CENTER OF SPHERICAL SEGMENT
 20. DIMENSION CENTER OF SPHERICAL SECTOR
 21. DIMENSION CENTER OF SPHERICAL WEDGE
 22. DIMENSION CENTER OF SPHERICAL ZONE
 23. DIMENSION CENTER OF SPHERICAL CAPACITANCE
 24. DIMENSION CENTER OF SPHERICAL RESISTANCE
 25. DIMENSION CENTER OF SPHERICAL INDUCTIVE REACTANCE
 26. DIMENSION CENTER OF SPHERICAL CAPACITANCE REACTANCE
 27. DIMENSION CENTER OF SPHERICAL RESISTIVE REACTANCE
 28. DIMENSION CENTER OF SPHERICAL INDUCTIVE REACTANCE
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 99. DIMENSION CENTER OF SPHERICAL RESISTIVE REACTANCE
 100. DIMENSION CENTER OF SPHERICAL INDUCTIVE REACTANCE

SCALE 1 = 30

RYAN COMMONS
 7220 W RYAN ROAD - CITY OF FRANKLIN WI

SITE PLAN

EEC
ELLENA ENGINEERING CONSULTANTS, LLC
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

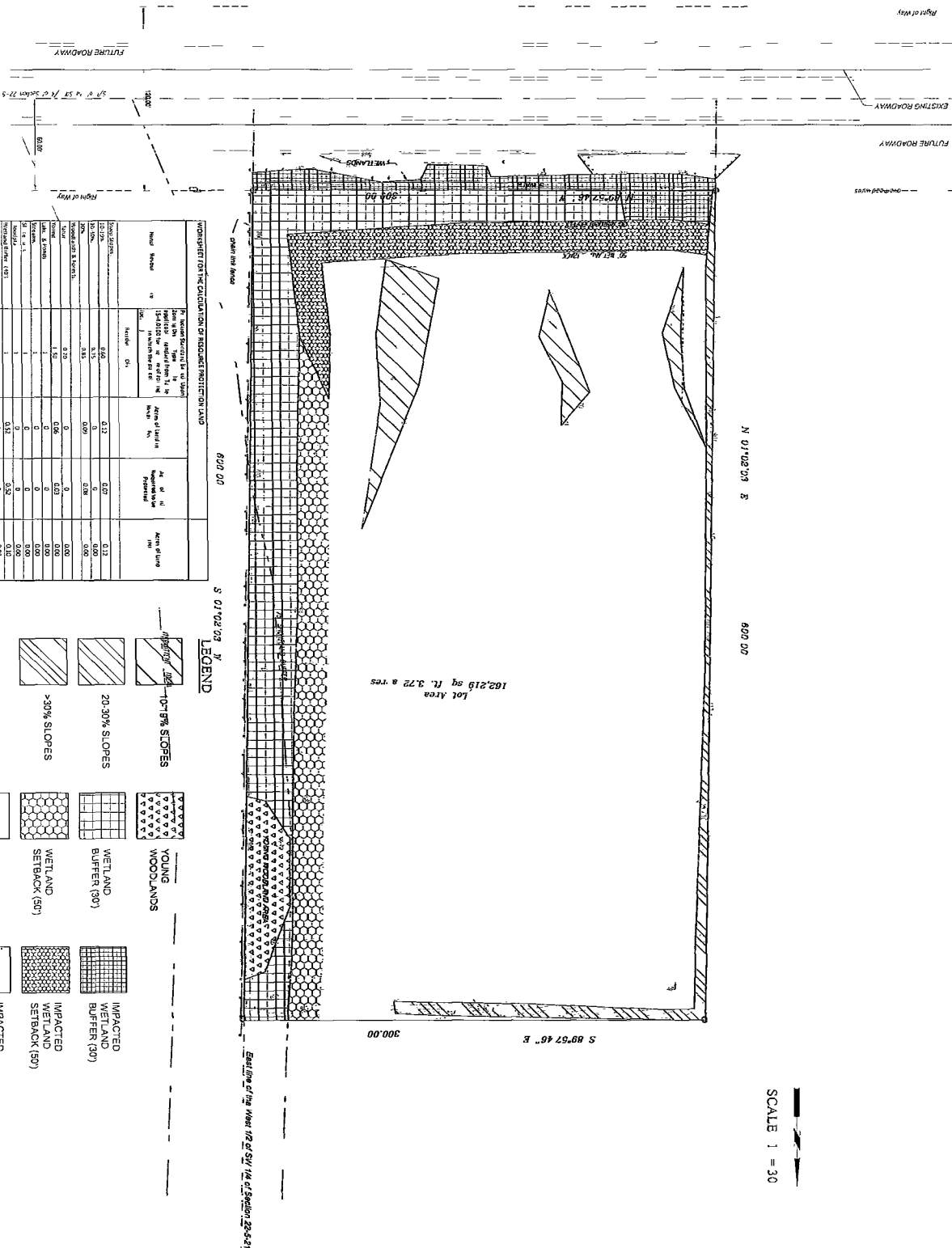
700 Plym Parkway Suite 100 Elm Grove, WI 53122
 Phone: 262-719-6183 Fax: 866-457-2584 Email: melleena@eeceng.com

DATE	DESCRIPTION

MARK R. ELLENA
 PROFESSIONAL ENGINEER
 No. 21582-STATE

DRAWN BY: **MARK R. ELLENA**
 DATE: 06-26-24
 SCALE: 1"=30'
 SHEET NUMBER: **C200**

100% PROPOSED LAYOUT SUBJECT TO APPROVAL BY THE CITY OF FRANKLIN. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF ELLENA ENGINEERING CONSULTANTS, LLC.



MONUMENT FOR THE CALCULATION OF PROPOSED PROTECTION LAND

MONUMENT	Area of Land in Feet Sq.	Area of Land in Acres	Area of Land in Acres	Area of Land in Acres
1. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
2. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
3. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
4. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
5. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
6. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
7. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
8. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
9. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
10. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
11. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
12. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
13. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
14. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
15. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
16. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
17. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
18. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
19. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
20. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
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34. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
35. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
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75. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
76. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
77. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
78. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
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98. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
99. 100' x 100' (10,000)	10,000	0.23	0.23	0.23
100. 100' x 100' (10,000)	10,000	0.23	0.23	0.23

LEGEND

	10% - 19% SLOPES		WETLANDS
	20 - 30% SLOPES		WETLAND SETBACK (30')
	>30% SLOPES		WETLAND SETBACK (50')
	WOODLANDS		IMPACTED WETLAND SETBACK (30')
	YOUNG WOODLANDS		IMPACTED WETLAND SETBACK (50')
	WETLANDS		IMPACTED WETLANDS

RYAN COMMONS
7220 W RYAN ROAD - CITY OF FRANKLIN, WI

NRPP PLAN

SCALE: 1" = 30'

SHEET NUMBER: C100

ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

700 Pagan Parkway Suite 100 Elm Grove, WI 53122
Phone 262-719-6183 Fax 856-457-2584 Email: mellen@eeceng.com

DATE	DESCRIPTION

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA
FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	3.72 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	- 0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses	- 0 acres
STEP 5:	Equals "Base Site Area"	= 3.72 acres

SECTION 15-3.0503

CALCULATION OF THE AREA OF NATURAL RESOURCES TO BE PROTECTED

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X <u>0.12</u>	<u>0.07</u>
20-30%	0.65	0.75	0.70	= <u>—</u>	<u>—</u>
+ 30%	0.90	0.85	0.80	X <u>0.09</u>	<u>0.08</u>
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X <u>0</u>	<u>0</u>
Young *	0.50	0.50	0.50	X <u>0.06</u>	<u>0.03</u>
Lakes & Ponds	1	1	1	X <u>0</u>	<u>0</u>
Streams	1	1	1	X <u>0</u>	<u>0</u>
Shore Buffer	1	1	1	X <u>0</u>	<u>0</u>
Floodplains	1	1	1	X <u>0</u>	<u>0</u>
Wetland Buffers	1	1	1	X <u>0.80</u>	<u>0.80</u>
Wetlands & Shoreland Wetlands	1	1	1	X <u>0</u>	<u>0</u>
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					<u>0.98</u>

Note: In conducting the calculations in Table 15-3 0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1 0 which represents the higher of the two standards.

*MITIGATE $0.06 \times 1.25 = 0.075 \text{ Ac OR } 3270 \text{ SF}$

SECTION 15-3.0504

CALCULATION OF SITE INTENSITY AND CAPACITY FOR RESIDENTIAL USES

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0504 shall be performed.

Table 15-3.0504

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR RESIDENTIAL DEVELOPMENT

<p>STEP 1:</p>	<p>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502) <u>3.72</u></p> <p>Multiply by <i>Minimum Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard) X <u>0.25</u></p> <p>Equals MINIMUM REQUIRED ON-SITE OPEN SPACE =</p>	<p><u>0.93</u> acres</p>
<p>STEP 2:</p>	<p>CALCULATE NET BUILDABLE SITE AREA:</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>3.72</u></p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above) whichever is greater: <u>0.98</u></p> <p>Equals NET BUILDABLE SITE AREA =</p>	<p><u>2.74</u> acres</p>
<p>STEP 3:</p>	<p>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>2.74</u></p> <p>Multiply by <i>Maximum Net Density (ND)</i> (see specific residential zoning district ND standard). X <u>8</u></p> <p>Equals MAXIMUM NET DENSITY YIELD OF SITE =</p>	<p><u>22</u> D U s</p>
<p>STEP 4:</p>	<p>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502) <u>3.72</u></p> <p>Multiply by <i>Maximum Gross Density (GD)</i> (see specific residential zoning district GD standard). X <u>6.1</u></p> <p>Equals MAXIMUM GROSS DENSITY YIELD OF SITE =</p>	<p><u>23</u> D U.s</p>
<p>STEP 5:</p>	<p>DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:</p> <p>Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above):</p>	<p><u>22</u> D U s</p>

Table 15-3.0505

Worksheet for the Calculation of Site Intensity and Capacity for Nonresidential Development

	CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE:		B-3 zoning
	Take Base Site Area (from Step 1 in Table 15-3.0502) / _____	Multiple by Minimum Landscape Surface Ratio (LSR) (see specific zoning district LSR standard) X _____	
STEP 1:	Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =	1.86	acres
	CALCULATE NET BUILDABLE SITE AREA:	0.45	
STEP 2:	Take Base Site Area (from Step 1 in Table 15-3.0502) / _____ Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required Landscape Surface (from Step 1 above) whichever is greater - Equals NET BUILDABLE SITE AREA =	0.84	acres
	CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE:	1.86	
STEP 3:	Take Net Buildable Site Area (from Step 2 above) / _____ Multiple by Maximum Net Floor Area Ratio (NFAR) (see specific nonresidential zoning district NFAR standard) X _____ Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =	0.92	acres
	CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE:	0.94	
STEP 4:	Take Base Site Area (from Step 1 of Table 15-3.0502) / _____ Multiple by Maximum Gross Floor Area Ratio (GFAR) (see specific nonresidential zoning district GFAR standard) X _____ Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE =	0.57	acres
	DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE:	0.53	
STEP 5:	Take the lowest of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above) (Multiple results by 43,560 for maximum floor area in square feet)	1.86	
	MAX RETAIL AREA	0.34	acres
		0.63	
		0.53	
		43,560	square feet
		23,235	

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JR</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;">2/6/2024</p>
<p>Reports and Recommendations</p>	<p>Motion to approve the Director of Health and Human Services to accept and execute the Alliance WI Youth State Opioid Response (SOR3) Prevention Grant Agreement.</p>	<p>ITEM NUMBER</p> <p style="text-align: center;"><i>2.5.</i></p>

Background: Community Advocates Inc (CA) is a substance misuse prevention partner in Milwaukee County awarding Alliance WI Youth State Opioid Response (SOR3) Prevention grants to local community coalitions focused on substance misuse prevention. The goals of the SOR3 grant is to support local community coalitions to increase prescription drug/opioid prevention efforts through specific activities.

CA has awarded the Franklin Health Department (FHD) a SOR3 grant in the amount of \$9,800.

Analysis: The SOR3 grant would enhance FHD and Volition Franklin efforts around substance misuse prevention. Specifically this funding would provide the FHD the opportunity to increase education efforts around opioid misuse prevention through the following activities:

- Printing of naloxone handouts for community education purposes
- Drug lock bags for dissemination to the Franklin community

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

Fiscal Note: The above objectives would occur with approval of this grant funding. There will be no impact to the City of Franklin budget for these expenses.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the acceptance and execution of the Alliance WI Youth State Opioid Response (SOR3) Prevention Grant Agreement for opioid misuse prevention efforts.



COMMUNITY ADVOCATES

GRANT AGREEMENT
between
COMMUNITY ADVOCATES and
City of Franklin for
Alliance WI Youth State Opioid Response (SOR3)
Prevention

Agreement Amount: \$9,800
Agreement Term Period: 9/30/2023 to 9/01/2024
CA Division: Public Policy Institute
CA Grant Administrator: Kat Becker
CA Telephone: 651-239-8922
CA Email: KBecker@communityadvocates.net

Grantee Grant Administrator: Megan Conway
Grantee Telephone: 414-427-7530
Grantee Email: mconway@franklinwi.gov
Grantee DUNS Name: City of Franklin
Grantee UEI Number: GGTNU4CP2MB1
Grantee FEIN: 39-6005897

CA 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, CA 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. CA 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 CA.

Community Advocates
Authorized Representative
Name: Andi Elliott
Title: CEO

Grantee
Authorized Representative
Name: Lauren Gottlieb
Title: Health Officer

Signature: *Andrea Mallmann-Elliott*

Signature: _____

Date: 01/02/2024

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 Community Advocates 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. Community Advocates (CA) is the agency responsible for overseeing the coordination and integration of social service programs. CA's principal business address is 728 N James Lovell Street, Milwaukee, Wisconsin 53233. B. City of Franklin (Grantee)'s principal business address is 9229 W Loomis Road, 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 CA 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.

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

4.1 List of Exhibits

Exhibit 1: Application

Exhibit 2: Budget

Exhibit III: Special Requirements



5. CONTACT INFORMATION

CA Grant Administrator
Grant Administrator Name: **Kat Becker**
Telephone: **651-239-8922**
Email: **KBecker@communityadvocates.net**

Grantee Grant Administrator
Grant Administrator Name: **Megan Conway**
Telephone: **414-427-7530**
Email: **mconway@franklinwi.gov**

CA 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 Grantees will be made by check. Invoices received by the 10th of the month will receive payment in the beginning of the following month.
- B. 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>.
- C. The Grantee shall submit expenditures on the form required by CA via email to the attention of Hannah Lepper at HLepper@communityadvocates.net
- D. Payments to the Grantee will be made on a monthly basis per the CA Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by CA.
- E. Expense reports received timely in accordance with the CA Processing Dates schedule will be reviewed and processed per the CA Processing Dates schedule.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If CA 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 30 days of notification by CA. CA 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. CA reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

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

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 CA. The Grantee shall not be deemed or construed to be an employee of CA 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:
<http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf>

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.

[FOR US DHHS (CMS/FDA/HRSA/CDC/NIH) GRANT:]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.

[FOR USDA/FNS GRANT:]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). 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 CA 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. CA or 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 CA or 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 CA or 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 CA:* Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA or DHS for those activities.
- B. *Indemnification* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA 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 CA 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 CA, 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 CA, 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 CA or 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. CA and 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. SUBGRANT or SUBCONTRACT

- A. CA 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 CA. 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 CA. In addition, CA 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 CA 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.

13. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by CA 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.



14. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by CA as contained in Section 6 of this Agreement, and support expenditure reports submitted to CA.
- B. The Grantee shall reconcile costs reported to CA 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 CA 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>).

15. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify CA 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 90 days after the first day of the start of the new accounting period for the short accounting period and within 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.

16. 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 CA retains ownership of and which is in the care, custody, and control of the Grantee.
- B. CA shall have all ownership rights in any computer hardware supplied by CA as a result of this Agreement. CA 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 installed or developed and installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, CA 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 CA.

17. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by CA (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 CA, the Grantee shall consider both: (a) funds provided through direct Grants with CA; and (b) funds from CA 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:* CA 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 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 CA 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 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 CA and 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 CA and DHS to conduct or arrange for other audits or review of federal or state programs. CA and 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, CA, 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:* CA or DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide CA or 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 CA or 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* CA or 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 CA or 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 CA or 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 CA or DHS upon written request from the sub recipient/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 CA or DHS prior to beginning the audit. CA, DHS, or its representatives, 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 CA or DHS, is the responsibility of the auditee.

CA or DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, CA or 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.

18. OTHER ASSURANCES

- A. The Grantee shall notify CA in writing, within 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 CA in writing, within 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 CA 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. CA 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 CA up to \$500,000.

19. 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 CA's 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 CA, 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 CA 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 CA's responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.



20. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with CA 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 CA to terminate this Agreement.
- C. *Non-Appropriation*: CA reserves the right to cancel this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement.
- D. *Termination for Cause*: CA 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 CA one hundred and twenty (120) calendar days written notice of CA's right to cure a failure of CA 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 CA.
- E. *Termination for Convenience*: either party may terminate this Agreement at any time, without cause, by providing a written notice CA must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify CA 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. The Grantee 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 CA, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of CA, 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* CA 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, 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 CA's 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.

21. 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 CA determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to CA 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 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 CA with a plan to correct the noncompliance.
- C. If CA 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, CA may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

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

- A. *Informal Review*: CA 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. *Agency Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the CEO of the division in which CA Grant Administrator is employed. The CEO must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The CEO will review the matter and issue a written determination within 30 days after receiving the review request.
- C. *DHS Grant Administrator*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Grant Administrator of DHS. The Grant Administrator of DHS must receive a request under this step within 14 days after the date of the written determination under Step B. The Grant Administrator of DHS will issue a final determination on the matter within 30 days after receiving the Step B review request.



23. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than **20 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by CA. In the event this occurs, an alternate payment process as determined by CA would occur. B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

To the extent authorized under state and federal laws, CA 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.

25. 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 CA shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. CA 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.

26. 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.

27. 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.

28. ASSIGNMENT

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



29. ANTI-LOBBYING ACT

The Grantee shall certify to CA 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.

30. 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.

31. 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.

32. MULTIPLE ORIGINALS

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

33. 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.

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

Performance Reporting: Grantee will provide a DCTS Performance Report no later than 30 days past mid-point of the contract period and a DCTS Performance Report no later than 30 days past contract end date unless otherwise stipulated in writing by DHS.

35. NULL AND VOID

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



36. SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

The State of Wisconsin is committed to the promotion of MBEs and DVBS in the State's purchasing program. The Grantee is strongly urged to use due diligence to further this policy by awarding Subcontracts or Subgrants to MBEs and DVBS or by using such enterprises to provide goods and services incidental to this Agreement.

The Grantee shall furnish appropriate monthly information about its efforts to subcontract/subgrant with MBEs and DVBS, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBS, as well as the services and goods they provide, is available at: <https://wisdp.wi.gov/Search.aspx>

After completion of this Agreement, the Grantee shall report to DHS any amount of this Agreement that was subcontracted/subgranted to DOA certified MBEs and DVBS.

DHS shall have the right to request any information regarding the use of subcontractors/subgrantees including, but not limited to, MBEs and DVBS. The Grantee shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Grantee shall submit monthly reports of efforts to subcontract/subgrant with MBEs, DVBS, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity Power Form for submitting these reports can be found on the DHS Compliance Documentation page found here: <https://www.dhs.wisconsin.gov/business/compliance.htm>

For the duration of this Agreement, the Grantee shall provide monthly reporting of efforts to subcontract/subgrant with MBEs, DVBS, and other diverse entities/suppliers no later than the 15th of the following month.

For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov

37. FEDERAL AWARD INFORMATION

DHS Profile Number	533255
FAIN	H79TI081703
Federal Award Date	9/30/2023
Subaward period of Performance Start Date	9/30/2023
Subaward period of Performance End Date	9/01/2024
Amount of Federal Funds obligated (committed) by this action	\$9,800
Federal Award Project Description	Wisconsin State Opioid Response Grant



Federal Awarding Agency Name (Department)	U S Department of Health & Human Services
DHS Awarding Official Name	Debra K Standridge
DHS Awarding Official Contact Information	608-266-9622
CFDA Number	93 788
CFDA Name	Opioid STR Department of Health and Human Services Substance Abuse and Mental Health Services Administration
R&D?	No
Indirect Cost Rate	0 0538

38. CARS PAYMENT INFO

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.
 GEARS Contract year. 2024

Agency #	Agency Name	Agency Type	GEARS Contract Start Date.	GEARS Contract End Date	Program Total Contract:
547463	Community Advocates	90	10/1/2023	9/30/2024	\$238,665

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
533187	Alliance WI Youth SOR3	-	\$238,665	\$238,665	\$238,665	N/A



EXHIBIT 3 Special Requirements

Prevention Services Funded with Wisconsin State Opioid Response (SOR) Grant Funding

I. Prevention Services Requirements

A. Expectations

The purpose of this program is to address the opioid crisis by increasing access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment and recovery activities for opioid use disorder (OUD) (including prescription opioids as well as illicit drugs such as heroin). Grantees will use a comprehensive evidence-based prevention approach to reduce the non-medical/unauthorized availability of and access to prescription opioids. The WI SOR grant program will work to strengthen communities in developing policies and practices that prevent and respond appropriately to prescription drug/opioid misuse and abuse.

To meet the goals of the Wisconsin SOR - Prevention grant program, DCTS expects grantees to use grant funds to support the following activities:

- Needs assessment of the prescription drug/opioid overdose issue in the grantee's community(ies) to identify the areas and populations of greatest need, and select strategies of focus that best meet local needs.
- Collaboration and coordination of funding streams related to the prevention of prescription drug/opioid overdose-related deaths and adverse events, including coordinating with Wisconsin Strategic Prevention Framework Partnerships for Success, 2015 (PFS15), Prescription Drug Overdose Prevention (PDO) and the Strategic Prevention Framework Prescription Drug (SPF Rx) grants.
- Participate in interagency coordination among local agencies, including an Opioid Advisory Workgroup, to develop and implement the grantee's comprehensive prevention program.
- Increase proper storage, monitoring, and disposal of prescription medications in communities

B. Required Activities

WI SOR - Prevention grant funds must be used primarily to support local community coalitions to increase prescription drug/opioid prevention efforts by including the following types of activities:

- Establish a menu option of prevention strategies to support the implementation of best practices in local coalitions' communities.
- Share resources and connect community stakeholders through the coalition infrastructure in order to align community prevention efforts for addressing risks and protective factors within the community.
- Raise community awareness about prescription drug abuse, in particular opioid pain relievers, including providing resource guides, presentations, fact sheets, brochures, public service announcements, and speaking engagements;
- Assess gaps in collection efforts and support additional resources for collection (permanent drug drop boxes, needle collection boxes) in law enforcement and pharmacy settings, and disposal (take back events, home disposal systems);
- Purchase personal prescription drug lock boxes for those prescribed opioids in order to secure medications within the home.



- Identify and support training of key community sectors, such as first responders and others on overdose death prevention strategies, such as the use of naloxone and partner with entities that currently fund the distribution of naloxone to support first responders.
- Distribute naloxone throughout the community to high need populations at risk of an overdose.

WI-SOR- Prevention grant may also support the following types of activities through community presentations, town hall meetings, or other education efforts:

- Collaboration with healthcare providers to educate them on overdose dangers, and to recommend that they consider providing standing orders for naloxone to patients and family members.
- Collaboration with pharmacies to distribute naloxone, as permitted by state law.
- Public education on Wisconsin's "Good Samaritan" laws, such as those that permit bystanders to alert emergency responders to an overdose or to administer naloxone without fear of civil or criminal penalties.

C. Data Collection and Performance Measurement

All grantees are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. Grantees will be required to report performance on the following performance measures.

Grantees' progress in addressing the opioid epidemic will be partially assessed through the submission of data in compliance with the Substance Abuse Prevention and Treatment Block Grant (SABG) standard reporting requirements. Additionally, grantees will be required to report performance on the following performance measures specific to this program:

- Number of OUD prevention and treatment providers trained, to include NPs, PAs, first responders, as well as physicians, nurses, counselors, social workers, case managers, etc.
- Distribution and/or implementation plan from all coalitions requesting and receiving products or funding from this grant award.
- Mid-Year and final outcome report from all agencies receiving products or funding from this grant award itemizing process and outcome indicators for the strategies implemented.

Performance data will be reported to the public as part of SAMHSA's Congressional Justification. Grantees will also be expected to participate in a national evaluation.

D. Terms and conditions for continual funding

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in award termination, or denial of future funding.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the CARS system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify Community Advocates.



Certification Statement: By drawing down funds, the grantee certifies that the grantee and any subcontractors have proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer state and federal awards and funds drawn down.

Recipients and subrecipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award.

The funding for this grant is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75 (http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=0ddb69baecc587e4ab7e6a68c4acb0&mc=true&r=PART&n=pt45_1.75).

1. **Executive Pay:** For FY 2016, the Consolidated Appropriations Act, 2016 (Pub. L. 113-76) signed into law on January 10, 2016, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II annual salary is \$185,100.
2. **Data Collection and Performance Measurement:** Government Performance and Results (GPRA) Modernization Act of 2010. All requirements specified around performance data collection must be followed. Recipients and sub recipients must comply with the performance goals, milestones, and expected outcomes.
3. **Non-Supplant:** Federal funds must supplement, not replace (supplant) non-federal funds. All grantees who receive funding from DHS, DCTS must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
4. **Future Funding:** Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the grant is documented and acceptable.
5. **Reporting Program Income:** Program income accrued under the award must be accounted for in accordance with 45 CFR Part 75.307, as applicable.

Grantees must exercise proper stewardship over federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.

DHS may disallow the costs if it is determined, through audit or otherwise, that the costs do not meet the tests of allowability, allocability, reasonableness, necessity, and consistency.

Changes in Key Personnel: The recipient is required to notify the DCTS contract administrator in writing if the Project Director (PD)/coordinator or key personnel specifically named in the annual application will withdraw from the project entirely, be absent from the project during any continuous period of three months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). DCTS must approve any alternate arrangement proposed by the grantee.

Acknowledgement of Federal Funding: As required by HHS appropriations acts, all grantees and subgrantees must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other



documents describing projects or programs funded in whole or in part with federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Conferences: When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the US Government

Mandatory disclosures: Consistent with 45 CFR 75.113, applicants and recipients and subrecipients must disclose in a timely manner, in writing to DHS DCTS and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

Confidentiality of Alcohol and Drug Abuse Patient Records: The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

THIS AWARD IS SUBJECT TO REQUIREMENTS AS SET FORTH IN 2 CFR 25.110 CENTRAL CONTRACTOR REGISTRATION (CCR) (NOW SAM) AND DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBERS. 2 CFR Part 25 - Appendix A

Administrative and National Policy Requirements: Awards issued through SAMHSA Funding Opportunity Announcements are subject to the uniform administrative requirements and cost principles of 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

The grantee and all subcontractors are responsible for complying with all requirements of the federal award. For all federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 and 2 CFR part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2324 and 2409, and 41 U.S.C. 4304, 4310, and 4712.

An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

Drug-free workplace: The recipient and any subcontractors, must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).



THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (22 U.S.C. 7104(G)), AS AMENDED, AND THE IMPLEMENTING REGULATIONS AT 2 C.F.R. PART 175: The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. CPSC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec17515.pdf>.

Award Term from 2 C.F.R. § 175.15(b): Trafficking in persons

a. Provisions applicable to a recipient that is a private entity.

- 1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
2. DHS DCTS may unilaterally terminate this contract, without penalty, if you or a subrecipient that is a private entity:
 - a) Is determined to have violated a prohibition in paragraph a.1 of this exhibit; or
 - b) Has an employee who is determined by the DHS DCTS official authorized to terminate the contract to have violated a prohibition in paragraph a.1 of this contract term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Nonprocurement)."

b. Provision applicable to a recipient other than a private entity. The federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any recipient.

- 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. d Definitions. For purposes of this award term: 1) "Employee" means either:
 - An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.



- 2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3) “Private entity”:
 - Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - Includes:
 - o A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - o A for-profit organization.
- 4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Accessibility Provisions for All Grant Application Packages and Funding Opportunity Announcements: Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with state and federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. Please see <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>; and <http://www.hhs.gov/ocr/civilrights/understanding/index.html>. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at <http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html> or call 1- 800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <http://minorityhealth.hhs.gov/omh/browse.aspx?vl=2&vlid=53>.

Grantees must also comply with the administrative requirements outlined in 45 CFR Part 75. For more information see the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>.

Grant funds cannot be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant.

E. Funding Restrictions

Grant funds must be used for purposes supported by the program and may not be used to:

- Pay for any lease beyond the project period.



- Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
- Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
- Pay for housing other than residential mental health and/or substance abuse treatment.
- Only allowable costs associated with the use of federal funds are permitted to fund evidence-based practices (EBPs) Other sources of funds may be used for unallowable costs (e.g., meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
- Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
- Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals However, SAMHSA discretionary grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow up. This amount may be paid for participation in each required interview.
- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed \$2.50 per person.
- Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
- Pay for pharmacologies for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.
- Outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.
- DCTS will not accept a “research” indirect cost rate. The grantee must use the “other sponsored program rate” or the lowest rate available.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in



full accordance with U.S. statutory . . . requirements.”), 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

F. Subcontractors

Requirements herein stated apply to any sub-grants or sub-contractors. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The Contractors must inform the sub-grantees of the federal award information set forth herein and provide the sub-contractor the appropriate CFDA number.



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.
- (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)

(Date)

(Print Name)

(Title)

City of Franklin

State Opioid Response Grant (SOR3)

(Agency/Contractor Name)

(Title of Program)



CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> (see section 52.209-6).

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)*

DUNS Number *(Dun & Bradstreet, if applicable)*



APPENDIX A

SOR Funding Application

Section I – Contact Information



Applications must be submitted via email by end of day November 28th, 2023.

Once complete, please email your application to Kat Becker at kbecker@communityadvocates.net. **Only applications sent via email will be accepted.**

Applicants must complete all fields in this section. Please provide the requested information below:

1. Coalition name: Volition Franklin
2. County or tribe in which the coalition operates: Milwaukee County
3. Proposed geographic target service area for SOR project (county, tribe, municipality, zip code): City of Franklin, 53132
4. Lead agency or fiscal agent (name and address): City of Franklin
5. Contact information (provide two coalition contacts):
 - a. Name: Megan Conway
 - b. Phone: 414-427-7530
 - c. Email: Mconway@franklinwi.gov
 - d. Name: Ellen Henry
 - e. Phone: 414-427-7537
 - f. Email: Ehenry@franklinwi.gov
6. Shipping address
 - a. Agency/organization name: Volition Franklin
 - b. Attn. (name of individual receiving materials): Megan Conway
 - c. Street address: 9229 W Loomis Rd
 - d. City, State, Zip Code: Franklin, WI 53132
(DO NOT use a PO Box. Requested materials will be shipped to this address)



SOR Funding Application Section II – Order Form

Each SOR prevention strategy has been assigned a dollar value. Coalitions can apply for as many strategies deemed necessary to fill gaps and enhance prevention services in the community, up to \$10,000. For each strategy, identify the number of each item and the total dollar amount. *For example, if you want to request \$5,000 for public awareness campaign materials, select ten units (10 x \$500 = \$5,000)* Some materials are only available by the case. If you would like 400 deactivation units, mark "2" in the number column and \$1,560 in the total column (2 x \$780 = \$1,560)

1. Drug Take-Back Events and Medication Disposal

\$1,000 reimbursement _____ units @ \$1,000 = _____

2. Prescription Drug Deactivation Units (purchased by the AWY RPC for the coalition)

\$780/case of 200 deactivation units: _____ cases @ \$780 each = _____

3. Take- Away Med Return Envelopes (purchased by the AWY RPC for the coalition)

\$1,513/case of 250 envelopes: _____ cases @ \$1,513 each = _____

4. Prescription Drug Lock Box (purchased by the coalitions)

\$40.00/lock box _____ boxes @ \$40.00 each = _____

5. Prescription Drug Lock Bag (purchased by the AWY RPC for the coalition)

\$1,600/case of 75 bags. 3 cases @ \$1,600 each = \$4,800.00

6. Community Education Event(s)

\$500 reimbursement. _____ units @ \$500 = _____

7. Public Awareness Campaign Materials

\$500 reimbursement. _____ units @ \$500 = _____

8. Outreach Activities Targeting Underserved/Diverse Populations

\$500 reimbursement. _____ units @ \$500 = _____

9. Naloxone Education and Information Dissemination Work Plan

\$500 reimbursement: 10 units @ \$500 = \$5,000.00

10. Fentanyl Education and Information Dissemination Work Plan

\$500 reimbursement _____ units @ \$500 = _____

11. School-based education

12. Coalition staff time

Up to 520 hours _____ hours @ \$_____ = _____



NOTE: If additional quantities of materials or funding become available, list the **NUMBER** (not dollar amount) of additional or extra for each of the materials you would like to order beyond your funding allocation of **\$10,000**. For example, if you would like an additional case of 200 deactivation units, mark **1** the deactivation unit row.

1. Take-back events and medication disposal (# of units):
2. Drug deactivation units (# of cases):
3. Take-away med return envelopes (# of cases):
4. Prescription drug lock boxes (# of boxes):
5. Prescription drug lock bags (# of cases):
6. Community education event (# of units):
7. Public awareness campaign materials (# of units):
8. Outreach Activities Targeting Underserved/Diverse Populations (# of units):
9. Naloxone Education and Information Dissemination Work Plan (# of units):
10. Fentanyl Education and Information Dissemination Work Plan (# of units):



SOR Funding Application Section III – Strategy Work Plans

Prescription Drug Lock Bag Work Plan

Please describe the steps that you will take to work on this strategy

Strategy: Prescription Drug Lock Bags Strategy Type: Security		
Action Step	Details	Person Responsible (including partners)
Where will lock bags be distributed? <i>(Throughout the county/tribe, within a specific municipality, etc)</i>	Throughout the City of Franklin	Volition Franklin-DFC Coordinator
List targeted population(s) of focus for distribution:	Adults will be the area of focus to safely store and secure medication	Volition Franklin-DFC Coordinator
How will the coalition and partnering organizations distribute lock bags throughout the identified service area to the targeted population(s)?	Volition Franklin will be partnering with the Franklin Health Department to distribute these lock bags at the Health Department and at tabling events throughout the year	Volition Franklin/Franklin Health Department- DFC Coordinator
How will the coalition track distribution efforts (including those of partnering organizations) related to this strategy?	In partnership with the Health Department, we will be giving these away at the front desk and will be able to track distribution in accordance with Health Department internal policies	Volition Franklin, DFC Coordinator/Franklin Health Department
Resources Needed: <i>(consider partnerships, training/TA, and other resources needed to tackle this goal)</i> Partnership with the Franklin Health Department is needed to distribute lock bags to community members		
Data Collection <i>(what information and measures will be helpful for you as you work on this strategy?)</i> <i>General information to those receiving the med lock bags on the importance of securing medication in lock bags and away from youth Educating community members to use the medication lock bags</i>		
Outcomes: <i>(what does success look like in this strategy, and how will you know you've achieved it?)</i>		



Continued education on importance of securing medication, decreased opioid prescription medication misuse by Franklin community members

Naloxone Education and Information Dissemination Work Plan

Please describe the steps that you will take to work on this strategy.

Strategy: Naloxone Education and Information Dissemination		
Strategy Type: Harm Reduction Education		
Action Step	Details	Person Responsible (including partners)
Who is the target audience the coalition aims to reach with naloxone education and information dissemination messaging?	City of Franklin residents	Volition Franklin, DFC Coordinator/Franklin Health Department
What materials, campaign, or events does the coalition plan to use for educational and information dissemination efforts?	Signs of overdose, how to administer Naloxone, Naloxone overview, possible collaboration with neighboring coalition to have a billboard. Materials will be handed out at various tabling events and available at the Health Department front desk	Volition Franklin, DFC Coordinator/Franklin Health Department
Where will materials be distributed? (Throughout the county's/tribe's media market, at specific events, agencies, etc.)	Various tabling events, Franklin Health Department	Volition Franklin, DFC Coordinator/Franklin Health Department



<p>What methods will the coalition use for public awareness messaging? <i>(Facebook, radio, television, movie theaters, print, etc.)</i></p>	<p>Facebook, billboard, pamphlet distribution</p>	<p>Volition Franklin, DFC Coordinator</p>
<p>How will the coalition track efforts related to this strategy?</p>	<p>In partnership with the Health Department, we will be giving these away at the front desk and will be able to track distribution in accordance with Health Department internal policies</p>	<p>Volition Franklin, DFC Coordinator/Franklin Health Department</p>
<p>Resources Needed: <i>(consider partnerships, training/TA, and other resources needed to tackle this goal)</i></p> <p>Partnership with the Franklin Health Department is needed to distribute naloxone education to community members.</p>		
<p>Data Collection. <i>(what information and measures will be helpful for you as you work on this strategy?)</i></p> <p>General information to those receiving Naloxone education resources on opioid prevention, reducing stigma; Educating community members on opioid prevention.</p>		
<p>Outcomes: <i>(what does success look like in this strategy, and how will you know you've achieved it?)</i></p> <p>Continued education on importance of opioid prevention; decreased opioid prescription medication misuse by Franklin community members.</p>		



Agency: Volition Franklin

Submitted by: Megan Conway

Program: SOR3

CATEGORY	DESCRIPTION
(SAMPLE)	(i.e. 100 postcards at \$.25 each = \$25.00)
Salaries	
Employee Benefits	
Payroll Taxes	
Professional Fees	
Supplies	3 cases of drug lock bags at \$1 600/case = \$4 800
Telephone	
Postage	
Occupancy	
Equipment Rental/Maintenance	
Printing	Naloxone education and information dissemination printed handouts- how to recognize signs and symptoms of an overdose how to administer narcan ect At 80
Employee Travel	
Conferences	
Membership Dues	
Awards and Grants	
Allocated Costs	
Client Transportation	
Depreciation	
Other - Describe	
Other - Describe	



Agency: Volition Franklin

Submitted by: Megan Conway

Program: SOR3

CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Payroll Taxes	\$ -
Professional Fees	\$ -
Supplies	\$ 4,800
Telephone	\$ -
Postage	\$ -
Occupancy	\$ -
Equipment Rental/Maintenance	\$ -
Printing	\$ 5,000
Employee Travel	\$ -
Conferences	\$ -
Membership Dues	\$ -
Awards and Grants	\$ -
Allocated Costs	\$ -
Client Transportation	\$ -
Depreciation	\$ -
Other - Describe	\$ -
Other - Describe	\$ -
Total	\$ 9,800

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<p>APPROVAL</p> <p><i>SJR</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02-06-24</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Three-Year Agreement for Towing and Storage of Motor Vehicles with N & S Towing, Inc.</p>	<p>ITEM NUMBER</p> <p><i>M. 6.</i></p>

The current Three-year vehicle towing and storage of motor vehicle agreement with N & S Towing, Inc., including three 1-year extensions, will expire on February 28, 2024. Proposals were solicited, and two proposals were received. One from N & S Towing, Inc. and one from Speedy Peedy Towing and Recovery. These proposals were received and opened on January 18, 2024.

Upon review by both the Police Chief and Fire Chief, and in consideration of the high quality of prior service provided and the reasonableness of the proposal submitted, it is recommended that the Common Council approve the Three-year Agreement for vehicle towing and storage of motor vehicles with N & S Towing, Inc., subject to technical corrections by the City Attorney.

COUNCIL ACTION REQUESTED

Motion to approve the Agreement with N & S Towing, Inc. for vehicle towing and storage of motor vehicles for the period March 1, 2024 through February 28, 2027, subject to technical corrections by the City Attorney.

AGREEMENT FOR TOWING AND STORAGE
OF MOTOR VEHICLES
BETWEEN THE CITY OF FRANKLIN AND N & S TOWING, INC.
MARCH 1, 2024 THROUGH FEBRUARY 28, 2027

SECTION 1 SERVICE POLICY.

The Contractor shall provide prompt, efficient and courteous towing and storage of stolen, disabled, abandoned and illegally parked motor vehicles and vehicles needed for evidence upon request from the Police Department, or Fire Department under the authority of the Police Department, as set forth under the terms of the Towing and Storage of Motor Vehicles Agreement. The public department of the Contractor, having been called to a scene by a representative of the City of Franklin, is considered to be a reflection upon the City and therefore, the parties agree that quality service, at a fair price, including prompt, efficient and courteous services are a substantial consideration required by this agreement and must be provided by Contractor.

SECTION 2 CHARGES.

- A. Contractor may charge the owner of a vehicle for services requested by the City of Franklin only as set forth in the schedule of prices below.

SCHEDULE OF PRICES TO BE PAID BY OWNER

DISABLED OR ABANDONED VEHICLES:

ITEM

- | | | |
|----|---|-------------------------------|
| 1. | Towing Disabled or Abandoned Vehicle to Contractor's Shop or within Five Miles
Distance of towing location | |
| | Up to 10,000 GVW | \$150.00 per vehicle |
| | Over 10,000 GVW | \$475.00 per vehicle/per hour |
| 2. | Towing Rate Per Mile After First Five – Destination Other Than Contractor's Shop | |
| | Up to 10,000 GVW | \$ 5.00 per vehicle |
| | Over 10,000 GVW | \$ 8.00 per vehicle |
| 3. | Roadside Service Charge | |
| | Up to 10,000 GVW | \$125.00 per service call |
| | Over 10,000 GVW | \$350.00 per service call |
| 4. | Flatbed Use – only when needed | \$150.00 per use |
| 5. | Winching Service Charge | |

	Up to 10,000 GVW	\$125.00 per vehicle
	Over 10,000 GVW	\$350.00 per vehicle
6.	Winching Rate Per Hour	
	Up to 10,000 GVW	\$150.00 per hour
	Over 10,000 GVW	\$950.00 per hour
7.	Outside Storage Per Day	
	Up to 10,000 GVW	\$ 40.00 per day
	Over 10,000 GVW	\$100.00 per day
8.	Inside Storage Per Day	
	Up to 10,000 GVW	\$ 75.00 per day
	Over 10,000 GVW	\$150.00 per day
9.	Other (up to 10,000 lbs.)	
	After hours release fee	\$ 35.00
	Motorcycle, low riders, boats, trailers and other miscellaneous recreational vehicles or Machinery	\$ 50.00
	Specialized equipment such as skis, ramps, tie down straps used to facilitate a tow -	\$50.00 per use
	Tarping of vehicle	\$ 50.00 per tarp
	Extra Truck	\$150 per vehicle
	Bagging a Window	\$ 5.00 per bag
	Use of Enclosed Trailer	\$175.00 per hour
	Vehicles over 10,000 GVW:	
	Per additional truck	\$200.00 per hour
	Service truck	\$200.00 per hour
	Use of skid loader	\$250.00 per hour
	Leasing, renting, or subcontracting specialty equipment will be the cost plus 10% mark up.	
10.	Other (over 10,000 lbs.)	
	Per additional truck	\$950.00 per hour
	Service Truck	\$200.00 per hour
	Lowboy/Landoll trailer	\$375.00 per hour
	Tractor	\$275.00 per hour

N & S Towing Inc. will not charge the City of Franklin for the towing of Police Department vehicles into and out of the Police Department/D.P.W. up to 15 miles which are owned by the City and assigned to the Police Department.

N & S Towing Inc. will discount any invoices billed to the City of Franklin, for vehicles towed to their Police Department, not owned by the City of Franklin at the time of tow, if the City of Franklin seizes that vehicle for the purpose of sale at a city auction. N & S Towing Inc. will reduce the invoice fifty percent.

Any vehicle towed to the City of Franklin Police Department and returned to the owner/representative of the owner or to the insurance company/representative of the insurance company for the vehicle owner shall be paid in full by said person prior to the release of the vehicle to the owner/representative of the owner or to the insurance company/representative of the insurance company for the vehicle owner.

B. Explanation of Charges

1. **Tow Rates:** Round trip flat towing rates shall apply to either a tow to the Contractor's shop regardless of the distance or to any other location at the option of the vehicle owner up to a distance of five miles. The rate shall apply regardless of the location, position, or condition of the vehicle to be towed. The same rate shall apply to day, night or holiday towing. No extra charge shall be made for hookup to turn vehicle around.

2. **Mileage Rates:** The mileage rate will apply to up to 20 additional miles towed after the first five miles and will be added to the flat rate where the destination is other than the Contractor's shop. Any charges to a customer for towing to a destination more than 25 miles from vehicle pickup shall only be made upon the customer's signed acceptance of the Contractor's written proposed charges for same.

3. **Roadside Service:** Roadside service is changing a tire, jump starting a vehicle, lock out services and/or providing gasoline reasonably necessary to reach a proximate gasoline service station, at cost.

4. **Flatbed Use:** Contractor shall dispatch a flatbed truck upon a Police Department request for such equipment.

5. **Winching or Up righting Service Charge:** The service charge price shall cover the charge for providing a vehicle to the scene and shall cover the first 15 minutes of winching or uprighting service.

6. **Winching Rate Per Hour:** In the event winching or uprighting service is necessary, after the first 15 minutes, the charge for time shall be at the hourly rate, but such charge shall be made in 6 minute increments of time actually used in such operations at 1/10th of the hourly rate.

The rate for this item shall be charged for all other unusual services required to be performed by the Contractor which are not otherwise covered by these specifications such as, but not limited to, disconnecting the drive shaft and unlocking air brakes where necessary to prepare the vehicle for towing.

7. Outside Storage: Outside storage shall be the flat rate per vehicle per calendar day.

8. Inside Storage: Inside storage shall be the flat rate per vehicle per calendar day.

The rates quoted herein are for each tow truck with operators necessary to perform the service required. No charge shall be made for extra vehicles and equipment which in the opinion of the City are not necessary for the performance of service required.

C. Contractor shall make no charges for display of vehicle as set forth in Section 8 of the Agreement.

D. No charge shall be made to the City of Franklin for the services provided under the Agreement unless services are provided to a vehicle owned by the City, or unless the City agrees to pay for such services under a written request for same prior to the performance of the services. Services for which the City may be charged shall be requested by the City and shall be evidenced by a written invoice delivered from the truck operator at the scene to the City representative at the scene, which shall set forth the charges for such services. Additionally, Contractor shall send a copy of such invoice for such services to the Police Chief by mail or fax within 30 days of rendering such service. Such timely invoicing is a precondition to any City obligation for the payment of such charges.

E. Contractor shall conspicuously display the authorized automobile towing and storage charges and have available for immediate customer review upon request all charges authorized by this agreement at the place of storage.

F. Contractor shall give a numbered receipt to the owner of each vehicle serviced under the Agreement itemizing all services performed. Contractor shall maintain a copy of each receipt for the duration of this Agreement and for a period of three (3) years thereafter. Contractor's copies shall be available for inspections and copying by the City during normal business hours. Contractor shall accept personal checks, provided that the payor provides a picture I.D., and provided that the customer's check has a check number higher than 500. No business checks shall be accepted unless the payor is an individual "doing business as". Contractor shall accept Visa, Mastercard or Discover credit cards for all services, including services performed on the road, unless at the time of presentation by the customer and entry by Contractor to the subject charge card company for transaction validation and acceptance, the charge card company, due to its operations, is inaccessible, under which circumstances the Contractor shall transport the customer to an automatic teller machine proximate to the scene so the customer may pay in cash, without additional charge by the Contractor for such transportation service.

SECTION 3 NOTIFICATION OF TOWING SERVICE.

When service is required, the Police Department or Fire Department under the authority of the Police Department, will call for service unless the driver of the vehicle requests his own towing service, which

will be called if, in the opinion of the Police Department or Fire Department under the authority of the Police Department, the vehicle will be removed expeditiously.

The City will notify the towing contractor directly. No mechanical answering service or intermediary will be called. Contractor must be available to respond to calls and provide towing service 24 hours per day.

Upon notification by the City, Contractor shall promptly send a tow vehicle to the designated destination and shall provide roadside service or remove the vehicle(s) if so designated by the Police or Fire Department or the vehicle owner. After such notification to report to the scene, only the Contractor will be permitted to do the winching and towing or servicing; provided, however, that upon any notification or call for services by the City, the response time to arrive at the scene from time of call for a tow truck or flatbed truck shall be no more than 30 minutes, unless there are adverse weather conditions in the sole judgment of the Police Department. Upon any call or notification by the City, the Contractor shall provide an estimated time of arrival in minutes, in order to assist the City in any activities it may be undertaking at the scene. In the event the Contractor does not arrive at the scene within 30 minutes from City call, if the Contractor does not provide an estimated time of arrival in minutes upon City call, or if no person answers (human response) a City call for service for any reason, the City may request any necessary vehicle towing or removal services from any other person or entity and under such circumstances, no charge, fee or compensation whatsoever shall be due to Contractor for any reason upon such call for alternate services. Upon a Police Department notification simultaneously requesting more than one tow truck for more than one tow at a single location and where, in the judgment of the Police Department, any traffic obstruction at such location may be cleared by way of removing all vehicles from traffic lanes with a single tow truck and where Police or City emergency service personnel may thereupon leave the location with the cleared vehicles in the custody of the Contractor, the 30 minute response time shall not apply to the arrival of subsequent tow trucks to the initial responding tow truck.

The City shall not be responsible if the vehicle owner performs his own service and drives from the scene. Costs of responding in this situation shall be absorbed by the Contractor. There is no cost recovery for the Contractor if a service call is canceled after a truck is dispatched.

There shall be no charges assessed by the Contractor to anyone for canceled calls or where no one is present at the scene of the call. No charges whatsoever may be made by the Contractor for items not quoted on above, such as "delays".

The Contractor shall maintain a daily log of town, roadside or other service calls received during the duration of this agreement. This log shall include the time the call was received and the number of the invoice for service performed issued to the party towed or serviced. Contractor shall maintain in its file's copies of all such invoices and all records pertaining to this agreement during the duration of this agreement and for a period of three (3) years thereafter. Contractor agrees to maintain and make available for inspection and audit by the City Clerk or any authorized representative of the City, its daily logs and copies of all invoices and all records pertaining to this agreement at its office upon written notice by the City.

SECTION 4 EQUIPMENT.

A. Contractor must provide to the City Clerk evidence of ownership or lease, a minimum of two trucks; at least one with a GVW rating of not less than 12,500 pounds and a lift boom having a minimum capacity of 6 tons.

All trucks shall be equipped with necessary safety devices, lights meeting ICC Regulations, safety gasoline cans and a reasonable supply of tools to provide roadside service as "roadside service" is defined in this agreement.

B. Contractor must provide to the City Clerk evidence of ownership, lease, or subcontract of a minimum of one extra heavy duty wrecker tow truck, with a capacity of no less than 60,000 pounds, capable of lifting on its boom and traveling with a suspended dead weight of 18,000 pounds.

C. All trucks shall be equipped with emergency lighting as required by §347.26(6)(a) and (b), Wis. Stats.

D. Inspection. Equipment and operating condition of each wrecker and tow truck will be subject to inspection and approval by the City at any time after award of contract. Any change of equipment during the term of the contract shall be brought to the attention of the City Clerk, unless equipment is equal to or better than that replaced from a service-enhancement standpoint is provided, and will be subject to re-examination for approval or rejection.

SECTION 5 DEBRIS AND CLEANING.

Whenever the Contractor is called to an accident scene, Contractor shall, before leaving the scene, remove all large debris such as bumpers, windshields, doors, body panels and the like, provided that such removal and cleaning may be accomplished without unreasonable delay to the Contractor at the scene. Oil and gasoline spills, hydrant breaks, signal and lamp outages, tree damage and the like shall be reported by the Police to the proper agency for barricading and cleanup as conditions warrant.

SECTION 6 STORAGE FACILITIES.

A. Storage facilities must be located within 13 miles of the City so as to be convenient for supplying the safe and prompt service required by the Agreement.

B. Storage facilities may be owned or under lease for the duration of this contract. Contractor shall furnish evidence of ownership or lease of required storage facilities to the City Clerk prior to the effective date of this Agreement.

C. Stored vehicles shall be protected in a fenced-in well lit and locked yard.

D. Storage facilities must conform to all laws, ordinances and regulations applicable where located.

E. Storage facilities shall be of sufficient size to accommodate at least 40 motor vehicles at one time.

F. Personal property may be removed from a motor vehicle pursuant to Section 349.13(5), Wis.

Stats. The written agreement to pay the full charges for towing and storage upon a removal of personal property by the owner pursuant to §349.13(5) (b) (4), Wis. Stats., shall be in the form and pursuant to the terms approved by the City.

SECTION 7 DISPLAY AND REMOVAL OF VEHICLE.

A. Upon request of the towed vehicle owner, insurance company, authorized salvage buyer or the City, Contractor shall, at no charge, promptly move the vehicle to a space where an inspection may be made or pictures taken.

B. No charge to the towed vehicle owner by virtue of this contract shall be made for any estimate or appraisal as to costs of repairs. No repairs shall be made without the written consent of the towed vehicle owner.

C. The towed vehicle owner or representative shall have the privilege of removing the owner's vehicle from the custody of Contractor at any time within 30 days of storage (unless contrary to the City's orders) by paying towing and storage charges to Contractor in accordance with the schedule established by this proposal.

D. An attendant shall be in attendance at the place of storage during the following hours as a minimum:

Monday through Friday Inclusive - 8:00 a.m. - 5:00 p.m.
Saturday - 8:00 a.m. - 12:00 noon
(Exclusive of those Holidays on which City Hall is closed)

E. In case of emergency, as determined by the Franklin Police Department, Contractor shall provide access to storage areas during hours other than those listed herein. If the towing Contractor has to make an extra trip to open his place of business after hours, he may charge the vehicle owner a service fee of \$35.00.

SECTION 8 RETENTION TIME AND NOTIFICATION.

A. SALE OF VEHICLE.

When a vehicle is not claimed by the Owner or Owner's representative within ten days after towing, the Contractor may proceed to sell or junk the vehicle under the provisions of §779.415, Wis. Stats. Contractor shall notify the Police Department before proceeding under this provision. Should a deficit occur after such proceedings, such deficit shall not be paid by the City, and shall be absorbed by the Contractor.

B. NOTIFICATION TO POLICE.

When a report is required under §342.31(2), Wis. Stats., for vehicles stored as a result of this contract, a copy of such report shall be submitted to the Police Chief.

C. POLICE DEPARTMENT HOLDS.

The Police Department in its discretion may place a hold upon any vehicle at the scene or while in the custody of Contractor by the execution of a hold/release form utilized by the Police Department for such purposes. Such hold form shall be executed by a member of the Police Department and shall bind the Contractor to hold such vehicle until Contractor receives a release direction in writing signed by the Police Department. If such hold is placed on the vehicle at the scene of vehicle removal services, the Police Department shall deliver a copy to the Contractor's truck operator responding to the scene, who shall sign the hold form as received. Should the Police Department place a hold on a vehicle subsequent to its removal from the scene, such hold shall be binding upon the Contractor upon fax of same to Contractor. The Police Department will courtesy call Contractor to advise of such fax upon same and Contractor shall immediately sign and return fax the hold form acknowledging receipt thereof. Contractor shall maintain its fax machine so that it is operational 24 hours per day. Without in any way intending to waive or excuse Contractor's duty to maintain an operational fax machine, in the event that fax service is unavailable, any notification of hold or hold release to Contractor under this subsection may be made by personal delivery of the notice to Contractor's place of business or by telephone call and mail to Contractor. Holds shall be released in the same method of form execution, delivery and return by the City and Contractor, respectively, as set forth above for the placing of holds.

SECTION 9 SERVICE STANDARDS.

The Contractor shall provide courteous, polite, prompt and efficient services. Operators of the towing vehicles shall be courteous, clean, and neatly dressed in coveralls or uniform, and shall at all times conduct themselves in a workmanlike manner when carrying out the terms of the contract. A Contractor who cannot immediately dispatch trucks to calls, particularly in sub-zero weather, is not providing adequate service. Contractor shall meet the standards and terms of the Agreement. In the event Contractor disagrees with any direction given by Police or Fire Department personnel pertaining to Contractor's current services, Contractor or Contractor's representative may state such objection to such City representative at the time of such direction for consideration by such City representative, but shall not further contest or fail to follow such directive if it remains unchanged, except by subsequent written complaint to the Chief of Police specifying the particulars of such objection.

SECTION 10 RULES AND REGULATIONS.

A. Safety precautions shall be foremost in the operator's mind so that Contractor and the lives of others can be protected. Contractor shall operate Contractor's vehicles and towing equipment in accordance with the Motor Vehicle laws and all applicable federal, state and local laws.

B. Contractor shall comply with all required federal, state and local laws to provide towing service and provide current copies of all licenses, permits and authorizations required to perform this contract to the City Clerk.

SECTION 11 INDEMNIFICATION AND INSURANCE.

A. Contractor shall save and hold the City harmless from and against all liability, claims, and demands on account of personal injuries (including without limitation of the foregoing, Worker's Compensation and death claims) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with the performance of the Agreement, regardless of whether such injury loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault (a) of Contractor, or (b) sublet work of Contractor hereunder; or by any agent(s) or employee(s) of any of the foregoing; or by accident; or otherwise.

B. Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damages, loss, claims, demands, and actions. Contractor shall secure, at its own cost and expense, insurance in amounts and with a Company licensed to do business in Wisconsin which is acceptable to and approved by the City Clerk against the liability assumed in this paragraph by the Contractor.

C. 1. Contractor shall purchase and maintain in a company or companies licensed to do business in the State of Wisconsin, insurance of the kinds described in Paragraph 3, to protect against claims which may arise out of or result from Contractor's operations under the contract, whether such operations be by itself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The City shall be named as an additional insured on policies under 3.

2. The insurance required shall be written for not less than the limits of liability specified in Paragraph 3, or required by law, whichever is greater.

3. The types of insurance required by Paragraph 1 and the limits of liability required by Paragraph 2 shall be as follows:

Types of Insurance	Limits of Liability
Unemployment and Social	As required by Federal and State Security Laws.
Worker's Compensation	As required by applicable Worker's Compensation Laws
Employer's Liability	\$500,000 per occurrence
Automobile Liability	Bodily Injury \$1,000,000 each person each occurrence. Property damage \$500,000 each occurrence.
Garagekeeper's Legal	\$500,000 Liability for Customer's property for fires, theft, collision, riot, civil commotion, malicious mischief, and vandalism
General/Commercial Liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate.
Umbrella or Excess Liability	\$5,000,000 per occurrence

Coverage for General/ Commercial, Automobile Liability and Contractor's Pollution Liability	for bodily injury, personal injury, and property
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Professional Liability (Errors & Omissions)	\$2,000,000 single limit
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SECTION 12 TERM AND TERMINATION.

This agreement shall be for a period of three years, commencing March 1, 2024. The City reserves the right to interpret the agreement language, to determine finally all performance of this agreement and to evaluate the performance of the work specified herein. Notwithstanding any other provisions of this agreement, the City shall have the absolute right to terminate this agreement without cause upon giving 60 days written notice to Contractor. This agreement may be extended upon the mutual agreement of the parties for up to three additional one-year terms.

The City may terminate this agreement forthwith for cause. The term "cause" as used herein shall be any default by the Contractor; any assignment of the Agreement by the Contractor without the written consent of the City; if the Contractor is adjudged bankrupt; if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed; that the Contractor is violating any of the conditions of this contract or that he is executing the same in bad faith or otherwise not in accordance with the terms of this contract. Any employee of the Contractor who willfully, negligently or ignorantly fails to perform his duties or assignment or is disobedient or abusive to the public, a fellow employee or to representatives of the City, shall upon written order from the City Clerk be discharge from the work.

SECTION 13 SUSPENSION AND SANCTIONS.

A. SUSPENSION.

If during the term of this contract, the Contractor, or any of its duly elected officers if it be a corporation, is charged with a crime, the City Clerk shall have the right to suspend the operation of the Contractor, pending the determination of such criminal action. The Contractor, by its acceptance of this contract, hereby waives the right to any challenge of such suspension, excepting where no such criminal charge was made, and any and all claims for damages due to such suspension regardless of the outcome of such criminal action.

B. SANCTIONS.

Any written complaint received by the office of the City Clerk pertaining to any services or work performed by Contractor under this Agreement shall be forwarded to Contractor within 10 days of receipt and Contractor shall respond to such complaint in writing within 10 days of the date of mailing or fax of same to Contractor. Such response shall be returned to the City Clerk, shall be in writing and shall set forth whether the Contractor agrees, disagrees or otherwise holds any position with regard to the subject matter of the complaint. The City Clerk shall review such complaint and any response received from

Contractor to determine whether such complaint constitutes a violation of this agreement and whether, if there are any monetary charges by Contractor pertaining to such violation, such charges shall then be forfeited and not due and owing to the Contractor. Such determination by the City Clerk shall be a determination as described pursuant to §68.07 Wis. Stats. The terms and provisions of §§68.08 and 68.09 Wis. Stats., shall apply to any review of such initial determination. In the event the Contractor requests and is entitled to an administrative appeal from such initial determination pursuant to the terms and provisions of §68.10, Wis. Stats., the hearing thereon shall proceed pursuant to the terms and provisions of §68.11, Wis. Stats., and the Municipal Court Judge shall be the decision maker who shall make the decision on such administrative appeal. Upon any claim that the Municipal Court Judge is unable or should not hear such Vehicle Towing and Storage Contract appeal for any reason, which claim must be made in writing and filed concurrent with any notice of appeal or be forever barred and waived, or should the Municipal Court Judge recuse himself for any reason, the City Engineer shall be the decision maker upon such administrative appeal. The final determination upon the aforesaid determination or administrative appeal shall be final pursuant to the terms and provisions of §68.12, Wis. Stats. If any charges specified to be forfeited under a final determination have been previously paid, Contractor shall refund such amount to the payor within 10 days of the final determination. Notwithstanding the above terms, provisions and references to provisions of Chapter 68, Stats., the parties agree that the terms and provisions of this subsection constitute a contractual provision specifying a method of resolving disputes pursuant to §68.15 Wis. Stats. The terms and provisions of this subsection 13.B. shall survive the expiration of this Agreement on February 28, 2021.

SECTION 14 PERFORMANCE.

Contractor guarantees that it has the ability and equipment to perform the terms of the Agreement, including continuously holding all state, federal and local licenses and approvals to enable contractor to perform the services called for in the agreement. This includes, but is not limited to, licenses to perform roadside service and to tow and store vehicles at the direction of law enforcement officials.

SECTION 15 ABANDONMENT LAW.

Contractor agrees that the agreement shall be performed in accordance with the time limitations and procedures set forth in §342.40, Wis. Stats. Contractor shall undertake all acts pursuant to §342.40, Wis. Stats. Contractor waives any right to obtain payment or reimbursement from the City as set forth in §342.40, Wis. Stats. Contractor’s sole source of revenue shall be from the motor vehicle owner(s) or person(s) who otherwise dispose of the motor vehicle.

N & S TOWING

BY: _____
 TITLE: _____

BY: _____
 TITLE: _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

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

Notary Public, State of Wisconsin
My commission expires _____

CITY OF FRANKLIN

BY: _____
John R. Nelson, Mayor

BY: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

John R. Nelson and Shirley J. Roberts, known to be the Mayor and City Clerk respectively, of the City of Franklin personally came before me this ____ day of _____, 2024 who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

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<p>APPROVAL SR</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 2/6/2024</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2024</p>	<p>ITEM NUMBER H. 7.</p>

This item was previously approved by the Common Council at their December 19, 2023 meeting with no increase to wages. Staff is bringing this item back before the Council seeking authority to execute the attached revised contract, extending the term through 2024, and adjusting the rates and contract amount by the following effective as of January 1, 2024:

- GIS Project Manager (Todd): \$107.83 per hour, a 3% increase
- Technical/Mapping Support (Brian): \$75.87 per hour, a 3% increase

The rate adjustments are reasonable in light of market conditions and the costs of maintaining their own employee benefits. The total not-to-exceed contract amount is \$146,960 and is funded approximately 78% by the General Fund and approximately 22% split between the Sewer and Water Enterprise Funds. Since the 2024 Information Services, Sewer, and Water operating budgets for GIS Services remained the same as 2023, totaling \$145,912, a separate budget amendment is included on the 2/6/2024 Common Council agenda to address and cover the additional amount needed to cover the complete \$146,960 contract amount. A marked-up copy of the current contract is attached for your reference.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve the agreement with Geographic Marketing Advantage, LLC for Geographic Information System (GIS) Support and Database Maintenance Services for 2024 and authorize the Director of Administration to execute and administer the contract effective January 1, 2024.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W Elm Ct, Franklin, WI 53132.

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WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to employ CONSULTANT in connection with outsourcing the design, development, and operation of an enterprise GIS for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin’s GIS and for performing updates and maintenance to the GIS database. Services to be provided under this AGREEMENT are provided in Attachment A.
- B. CONSULTANT shall serve as CLIENT’s professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT.
- C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT 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.

E CONSULTANT maintains certain copyrighted source documents that are subject to periodic independent evaluation and updates CONSULTANT reserves the right to use copyrighted source documents and be compensated for such use, in an amount as mutually agreed upon, when it is necessary or convenient to accomplish the Basic Services covered by this AGREEMENT, and the fee for such use would be less than or equal to the cost of providing the same service through the creation of original source documents For all copyrighted works provided to CLIENT, CONSULTANT grants CLIENT permission to reproduce such works in any manner; prepare derivative works, and lend, lease, rent, or transfer ownership to any private or public entity involved with the operation, financing, and use of the City of Franklin GIS CLIENT agrees that the use of materials prepared from copyrighted source documents will be limited to the project needs encompassed by this AGREEMENT. Use of materials prepared from copyrighted source documents for other purposes shall be limited to reproduction for criticism, comment, news reporting, teaching, scholarship, research, or similar activities covered by the "fair use" principles of the copyright law All copyrighted source documents will be clearly marked by the CONSULTANT.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of \$146,960, in accordance with Attachment "B" and subject to the terms detailed below:

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- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay undisputed CONSULTANT's invoice within 30 days of invoice date for all approved work
- B CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A. Total cost will not exceed \$146,960 unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing For services rendered, invoices will clearly state the percentage of work completed and the fee earned
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT 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 draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review
- E. CONSULTANT shall not initiate any services prior to January 1, 2024 and shall complete all services covered by this AGREEMENT by December 31, 2024, excepting for delays caused through no fault of the CONSULTANT or except when continued month-to-month as provided for herein.

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III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment as mutually agreed upon will be made to compensate CONSULTANT for any incremental labor or direct costs. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.
- B. CLIENT and CONSULTANT reserve the right to subsequently amend this AGREEMENT to include additional services. Compensation and schedule for completion for additional services will be as agreed by CLIENT and CONSULTANT prior to the start of work on said additional services and may be incorporated as an Addendum to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. Todd Niedermeyer, or designee, will perform the work of the CONSULTANT, 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 CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Todd Niedermeyer as CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.
- D. CONSULTANT shall maintain all records pertaining to this AGREEMENT until at least three (3) years following its completion of the services hereunder and CLIENT shall have the right to inspect and copy such records upon request.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work performed and expenses incurred 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, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.

C The rights and remedies of CLIENT and CONSULTANT 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 CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability/ Bodily Injury/Property Damage	\$1,000,000
C. Workers' Compensation and Employer's Liability	Per Statute
D. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONSULTANT 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 written notice to CLIENT.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CLIENT from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any negligent or intentional and wrongful act or omission of CONSULTANT.

VII. TIME FOR COMPLETION

Subject to the conditions of Section II E., CONSULTANT shall commence immediately upon receipt of a Notice to Proceed to complete all work required herein. The CONSULTANT shall exert all reasonable effort to adhere to the services in Attachment A except that the services may be notified with the approval of CLIENT and shall be extended day for day for any delay introduced during CLIENT's review of products or in the general conduct of the project.

VIII. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for all 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.

IX. CONFIDENTIALITY

CONSULTANT shall keep confidential, except as may be required to perform its obligations under this AGREEMENT, any and all confidential information of the CLIENT of which the CONSULTANT has knowledge, possession, or to which the CONSULTANT has access. This confidentiality obligation shall survive the termination of this AGREEMENT.

X. TERM

This AGREEMENT shall cover a period including all of calendar year 2024 and shall continue thereafter on a month-to-month basis, at the fixed hourly rates provided for herein, until such time that the AGREEMENT is terminated, as provided for herein, or modified or extended by a separate, future AGREEMENT.

Deleted: 2023

XI. AMMENDMENTS TO THE AGREEMENT

This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

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

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY _____

BY _____

PRINT NAME. Kelly Hersh

PRINT NAME. Todd Niedermeyer

TITLE. Director of Administration

TITLE. President, Sole Member

DATE. _____

DATE. _____

Attachment A

Continued GIS Support and Services for 2024

Deleted: 2023

On-Site Management and Technical Support of GIS Operation


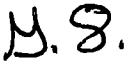
- Continue communications and coordination with the City's Administration and Information Technology Support Providers.
- Provide GIS technical and programming services as needed by the City
- Setup login parameters for ArcGIS licenses
- Support GIS database management
- Evaluate data quality and data errors
- Provide GIS user support.
- Produce product to support special requests, including but not limited to map development.
- Provide continued documentation, instruction and training related to GIS.
- Installation of GIS related software and software updates.
- Load new and revised GIS data.
- Provide other applicable support as needed by the City
- Provide training on GIS applications and tools, including website tools.
- Perform GIS database updates and maintenance, including related applications.
- Work with ESRI Products and Services.
- Help develop, support, and promote additional GIS applicability and use throughout City Departments
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services.

Attachment B

**Geographic Marketing Advantage, LLC
TOTAL "NOT-TO-EXCEED" BUDGET
for
Continued On-Site Support Services And
GIS Database Updates and Maintenance**

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project Management Support of GIS Operations (Project Manager)	16	50	800	<u>\$107.83</u>	<u>\$86,264</u>
Technical and Mapping Support	16	50	800	<u>\$75.87</u>	<u>\$60,696</u>
Total Estimated Expenditure					<u>\$146,960</u>
Total "Not to Exceed"					<u>\$146,960</u>

Deleted: 104.69
Deleted: 83,752
Deleted: 73.66
Deleted: 58,928
Deleted: 142,680
Deleted: Available for Additional Services Authorized in Writing (1)
Deleted: 145,860

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE FEBRUARY 6, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL FUND TO CARRYFORWARD \$1,100 OF UNUSED 2023 GIS SUPPORT SERVICES APPROPRIATIONS	ITEM NUMBER 

Background

On December 19, 2023, the Council approved a Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2024. Geographic Marketing Advantage, LLC has been provided GIS Support and Database Maintenance Services dating back to at least 2008. Each year, the Council has approved an increase to provided contract effective January 1. The 2024 Budget did not provide an increase in GIS services.

The Director of Administration is requesting an increase in the contracted GIS services rates due to an increase in market conditions and cost of maintaining self-employment benefits. The proposed increase is 3% to the hourly rates of the 2 supported contractors.

- GIS Project Manager (Todd): \$107.83 per hour, a 3% increase
- Technical/Mapping Support (Brian): \$75.87 per hour, a 3% increase

Fiscal Note

A budget amendment is required to appropriate additional funds to support the 3% rate increase of the Geographic Marketing Advantage, LLC contract. Year over year, GIS services are provided on a conservative basis by the contractor. The 2023 Budget provided a surplus of over \$1,100 for GIS services and can support this request.

The GL account for this amendment is: 01-0144-5215.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-____, An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the General Fund to Carryforward \$1,100 of Unused 2023 GIS Support Services appropriations.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL FUND TO CARRYFORWARD \$1,100 OF UNUSED 2023 GIS SUPPORT SERVICES APPROPRIATIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2023 Annual Budget provided for an GIS Support Services appropriation in the General Fund; and

WHEREAS, the 2024 Budget did not appropriate additional funds to the GIS Support Services Contract; and

WHEREAS, the Director of Administration deems it appropriate to provide a rate increase to the contract similar to past years; and

WHEREAS, the contractors, Geographic Marketing Advantage, LLC, have provided services to the City of Franklin for at least 15 years; and

WHEREAS, Geographic Marketing Advantage, LLC has consistently underspent their contracted amount; and

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

- Section 1 That a 2024 General Fund Budget be amended as follows:

General Fund	Information Services	GIS Support Services	Increase	\$1,100.00
--------------	----------------------	----------------------	----------	------------
- Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.
- Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.
- Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this
____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SK</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;">2/6/2024</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">New Housing Fee Report for 2023</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>M. 9.</i></p>

Attached is a copy of the "New Housing Fee Report for 2023" provided by the Director of Inspection Services. This report is a statutory requirement the City must fulfill on an annual basis under 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report. Section 66.10014(3)(a) of the Act states that the municipality shall post the report on the municipality's website on a web page dedicated solely to the report and titled "New Housing Fee Report"; which the report for 2023 was posted to the City's website on January 19, 2024. Section 66.10014(3)(b) of the Act also states that each member of the governing body of the municipality receive a copy of the report.

COUNCIL ACTION REQUESTED

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

New Housing Fee Report for 2023

1. Building Permit Fees (see link below):

<https://www.ecode360.com/attachment/FR1719/FR1719-092a%20Table%201.pdf>

2. Impact Fees:

Table-1 (eff. 1/1/23 to 12/31/23)

IMPACT FEE TYPE	Single Family	Two-Family per Dwelling Unit	Multi-Family per Dwelling Unit
Park	\$2,382 00	\$2,382 00	\$1,547 00
Fire Protection	\$565 00	\$565 00	\$366 00
Law Enforcement	\$645 00	\$645 00	\$420 00
Library	\$419 00	\$419 00	\$272 00
Transportation	\$824 00	\$824 00	\$536 00
Water	\$3,341 00	\$3,341 00	\$3,341 00
Administrative Fee	\$55 00	\$55 00	\$55 00
Fee per Unit	\$8,231 00	\$8,231 00	\$6,537 00
Fee per Building	\$8,231 00	\$16,462 00	Varies by # of Units

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

Sewer (Southwest Sanitary Sewer Service Area only)	\$3,729 00	\$5,593 00	\$3,729 00 + \$1,865.00/each add'l unit after 1 st unit
--	------------	------------	--

3. Plat approval fees:

Preliminary Plat - \$0
Plat Amendment - \$0
Final Plat - \$1,500

4. Water & Sewer Connection fees:

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

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

Multiple-Family Dwelling

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

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

- a. Building Permit fees – **884 Building Permits/Fees collected \$926,623.67**
- b. Impact fees – **Combined with Building Permit Fees under a.**
- c. Park fees - **Combined with Building Permit Fees under a.**
- d. Land dedication or fee in lieu of land dedication requirement - **\$0 collected.**
- e. Plat Approval fees:
 - Preliminary Plats – Fees collected \$0**
 - Plat Amendment – Fees collected \$0**
 - Final Plat (includes Certified Survey Maps) - Fees collected \$1,500**
- f. Storm water management fee – **This fee not charged by City.**
- g. Water or sewer hook-up fee -
 - Sewer connection fees: Combined with Building Permit Fees under a.**
 - Water connection fees: Combined with Building Permit Fees under a.**

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

\$1,949,049.31/277 units = \$7,036/unit

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APPROVAL <i>R</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 6, 2024
REPORTS & RECOMMENDATIONS	November, 2023 Monthly Financial Report	ITEM NUMBER <i>M.10.</i>

Background

The November, 2023 Financial Report is attached.

The Finance Committee reviewed the draft November, 2023 reports and recommends their acceptance.

COUNCIL ACTION REQUESTED

Receive and place on file.

Finance Dept - DB

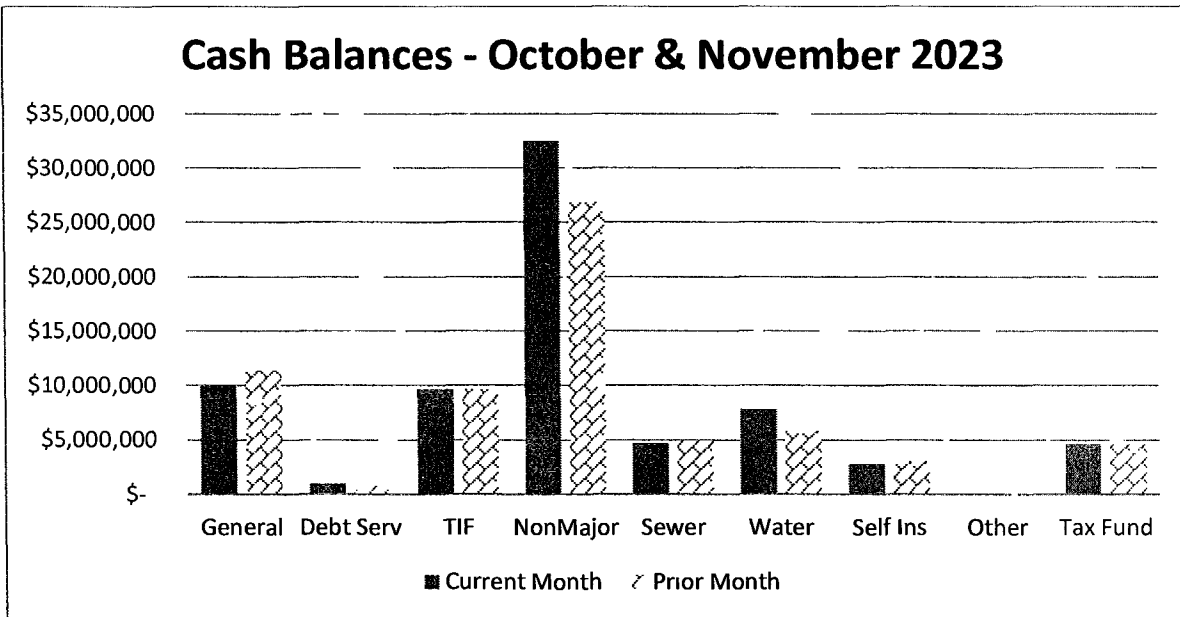


Date: January 23, 2024
 To: Mayor Nelson, Common Council and Finance Committee Members
 From: Danielle Brown, Director of Finance & Treasurer
 Subject: November 2023 Financial Report

The November 2023 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self-Insurance Fund, and Post Employment Insurance Fund are attached.

The budget allocation is completed using an average of the last five years actual spending against the Amended Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City’s Investment policy. While return potential is not ignored, investment returns are secondary in the investment decisions. Cash & Investments in the Governmental Funds totaling \$53.2 million which increased \$4.5 million since last month.



November 2023

Financial report

Short term investment returns sit at roughly 5.3% in November from 3.7% in November 2022

GENERAL FUND revenues of \$28.0 million are even to budget. Increases in Intergovernmental Revenue, Public Charges for Services, and Investment Income have offset the shortfalls in Fines and Licenses & Permits. The Finance Department is looking into the property tax shortfall.

Year to Date expenditures of \$25.3 million are \$1.0 million less than budget. Several vacant positions in Public Safety and Public Works have reduced labor costs, which was the main source of declined expenditures to date. An abundance of tax refunds have caused an incline in Contingency and Unclassified expenditures.

A \$2.5 million surplus is \$2.5 million greater than budget. That surplus is primarily related to under spending. Staff is projecting a 2023 surplus before any one time costs or transfers out, however, it will be much smaller than the current one, as nearly all the 2023 resources have been received, while another month of operating costs are yet to be incurred.

2023 Landfill Siting Resources were budgeted to be \$2.3 million spread across multiple funds. Expectations over the years are now that Landfill Siting resources will approximate \$2.5 million. Any additional resources are being credited to the Capital Improvement Fund.

DEBT SERVICE – Debt payments were made March 1 and Sept 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

TIF Districts – In general 2023 TID performance is spending down the 2021 bond resources to fund project costs. TID fund balances have increased \$1.2 million in 2023, reflecting the significant debt service payments in TID 5, \$615,000 of project costs in TID 6 and the \$1.8 million of project costs in TID 8. A \$8.5 million TID fund balance surplus reflects large fund balance in TID 7 with proposed usage in future years and the TID 4 closing payout to the corresponding taxing jurisdictions.

TID 3 – TID 3 was closed in 2022 and was distributed to the corresponding taxing jurisdictions. There is a small balance which needs to be allocated and will be done in 2024.

TID 4 – TID 4 was closed in 2023 with the Audit completed in April 2023. The remaining fund balance will be distributed to the local taxing jurisdictions in 2024.

TID 5 – The \$1.1 million 2023 Increment was collected. The TID continues to create a tax increment shortfall with significantly high debt service payments due March 1. As of December 2023, Debt Service Shortfall invoices have been sent.

TID 6 – Considerable work has been done with the Water Main Project on W. Ryan Rd. The City committed to pay \$9 million of those costs, and Bonded \$6 million in Feb 2019, nearly all of that financing has now been drawn. A further \$3 million Bond to finance the remaining infrastructure was awarded in November with a December closing. Further construction of residential properties are moving forward in 2024.

TID 7 – Mortgage advances totaling all \$4.5 million have been made and reflected as a Grant and as a Deferred Inflow. Minimal additional project costs are expected. The \$1.5 million advance from the Self Insurance Fund to finance a portion of the mortgage note was paid back to the Self Insurance Fund in 2023.

TID 8 – There have been multiple developments ongoing. Hickory St was constructed in 2022/2023. This project had significant costs but was offset by a grant from the Milwaukee Metro Sewer District in the amount of \$875,000. In 2021, financing in the amount of \$3.5 million was initiated for TID 8 Road and Stormwater Infrastructure Projects. This bond has favorable interest rates.

SOLID WASTE FUND – Activity is occurring as budgeted. The spike in interest rates have been favorable for investment income in this fund.

CAPITAL OUTLAY FUND – All the 2023 resources have now been received.

Some of the Muni Building projects have not been initiated as yet. The Police have ordered the squads authorized for 2023. They also completed the purchases of the ALPR, license plate reader camera systems, and WatchGuard squad video systems for the squads. The Highway Department has spent \$31,000 on trees and purchased the Guardrail replacement. The Planning Department continues to make process on the UDO Rewrite project.

EQUIPMENT REPLACEMENT FUND – The 2023 resources have been received.

The 2022 Prepayment of a fire apparatus was refunded in 2023. The Fire Department has started to pursue other options for those monies and Council approved the purchase of an interim piece of fire apparatus. The Highway Department purchased the Chevy Aerial Bucket Truck appropriated in the 2023 Budget. The Engineering Department completed their purchase of a replacement vehicle.

STREET IMPROVEMENT FUND – 2023 Resources have been received at this point. General Transportation Aids fund 70% of this program. GTA's were a little better than anticipated in 2023. The 2023 Local Road Improvement Program is substantially complete.

CAPITAL IMPROVEMENT FUND – Resources consist of funding from reimbursement through Impact Fees, bond proceeds, note proceeds, and a lift from the TID 3 closure.

Municipal Buildings projects are ongoing. Common Council allocated ARPA funding for a Fiber Optic Cable Project totaling roughly \$1.7 million. This project is ongoing in 2024. A police Video Surveillance Camera Replacement was allocated in the 2022 budget but moved into the 2023 budget. The project is complete.

Park projects are in various stages, with additional improvements to Pleasant View Park being done. The 116th Street Trail project is ongoing.

DEVELOPMENT FUND – Resources are heightened over expectations. Development continues to rise, initiating the increase in impact fees collected in 2023.

November 2023

Financial report

Debt payments are being covered with impact fee transfers. A large amount of funding was spent in 2022 and 2023 without the park impact fee transfer being complete. This has been taken care of at year end to account for all park impact fee eligible projects.

There are now \$5.4 million of park impact fees on hand and \$5.8 million water impact fees.

There are planned uses for park impact fees and water impact fees in 2024.

UTILITY DEVELOPMENT FUND – Activity in this fund centers on balances rolling to the tax roll in December each year as well as collection of utility special assessments.

SELF INSURANCE FUND – Resources are slower than planned while expenditures have significantly increased. 2023 had many high cost medical claims with a total of \$2.6 million to date. The Year-to-Date budget is only \$1.8 million. Some of the medical claims have been offset by the stop loss coverage refunds. All other expenditures fall in line with the budget.

This total revenue under expenditures total of \$700,000 will cause a deficit and decline in total fund balance at the end of 2023.

RETIREE HEALTH FUND – The plan has a \$235,000 deficit thru November as compared to a \$165,000 deficit in 2022.

Investment returns blossomed in November to \$1.0 million.

City of Franklin
Cash & Investments Summary
November 30, 2023

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ 200,710	\$ 5,304,294	\$ 1,025,326	\$ 3,565,239	\$ 10,095,569	\$ 11,366,001
Debt Service Funds	19,445	967,331	-	-	986,776	774,671
TIF Districts	3,204,701	6,455,487	-	-	9,660,188	9,690,585
Nonmajor Governmental Funds	6,481,333	26,031,875	-	-	32,513,208	26,860,539
Total Governmental Funds	9,906,188	38,758,987	1,025,326	3,565,239	53,255,741	48,691,797
Sewer Fund	786,176	3,909,666	-	-	4,695,843	4,919,817
Water Utility	(392,528)	8,214,496	-	-	7,821,968	5,834,062
Self Insurance Fund	68,138	2,750,999	-	-	2,819,137	3,042,740
Other Designated Funds	7,365	-	-	-	7,365	12,764
Total Other Funds	469,151	14,875,161	-	-	15,344,313	13,809,382
Total Pooled Cash & Investments	10,375,340	53,634,149	1,025,326	3,565,239	68,600,053	62,501,179
Property Tax Fund	1,826,807	2,819,266	-	-	4,646,073	4,589,013
Total Trust Funds	1,826,807	2,819,266	-	-	4,646,073	4,589,013
Grand Total Cash & Investments	12,202,147	56,453,414	1,025,326	3,565,239	73,246,126	67,090,191
Average Floating Rate of Return		5 30%	4 60%	5 39%		
Avg Weighted Rate of Return - CD's		8 33%				
Maturities:						
Demand	12,202,147	52,628,414	515,557	3,565,239	68,911,357	62,756,951
Fixed Income & Equities						
2023 - Q4	-	-	-	-	-	-
2024 - Q1	-	-	509,770	-	509,770	508,241
2024 - Q2	-	-	-	-	-	-
2024 - Q3	-	1,620,000	-	-	1,620,000	1,620,000
2024 - Q4	-	-	-	-	-	-
2025 - Q1	-	2,205,000	-	-	2,205,000	2,205,000
	12,202,147	56,453,414	1,025,326	3,565,239	73,246,126	67,090,191

City of Franklin
2023 Financial Report
General Fund Summary
For the Eleven months ended November 30, 2023

Revenue	2023 Annual Budget	2023 Amended Budget	2023 Year-to-Date Budget	2023 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 20,467,400	\$ 20,467,400	\$ 20,466,400	\$ 18,670,555	\$ (1,795,845)
Other Taxes	556,900	556,900	472,433	591,140	118,707
Intergovernmental Revenue	1,902,200	1,902,200	1,880,992	1,924,399	43,407
Licenses & Permits	1,270,100	1,270,100	1,161,104	1,114,917	(46,187)
Law and Ordinance Violations	415,000	415,000	380,841	336,761	(44,080)
Public Charges for Services	2,556,000	2,556,000	2,246,969	2,571,770	324,801
Intergovernmental Charges	330,900	330,900	294,403	338,273	43,870
Investment Income	221,575	221,575	202,343	1,378,660	1,176,317
Sales of Capital Assets	1,500	1,500	1,411	-	(1,411)
Miscellaneous Revenue	149,000	149,000	135,757	151,313	15,556
Refund/Reimbursement - Elec	-	-	-	-	-
Transfer from Other Funds	1,060,500	1,060,500	1,032,641	972,125	(60,516)
Total Revenue	\$ 28,931,075	\$ 28,931,075	\$ 28,275,294	\$ 28,049,913	\$ (225,381)

Expenditures	2023 Annual Budget	2023 Amended Budget	2023 Year-to-Date Budget	2023 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,359,803	\$ 3,412,672	\$ 3,134,356	\$ 2,974,162	E \$ 160,194
Public Safety	19,298,556	19,436,081	17,765,904	17,018,545	E 747,359
Public Works	4,374,891	4,387,871	3,879,284	3,697,893	E 181,391
Health and Human Services	730,136	730,136	659,164	639,973	19,191
Other Culture and Recreation	390,428	393,753	344,847	280,193	64,654
Conservation and Development	671,261	705,026	614,163	589,858	E 24,305
Contingency and Unclassified	2,595,000	2,565,900	(94,584)	167,900	(262,484)
Anticipated underexpenditures					-
Transfers to Other Funds	11,000	11,000	9,226	11,000	E (1,774)
Encumbrances	-	-	-	(100,659)	100,659
Total Expenditures	\$ 31,431,075	\$ 31,642,439	\$ 26,312,360	\$ 25,278,865	\$ 1,033,495
Excess of revenue over (under) expenditures	(2,500,000)	(2,711,364)	<u>\$ 1,962,934</u>	2,771,048	<u>\$ 808,114</u>
Fund balance, beginning of year	11,459,018	11,459,018		11,369,814	
Fund balance, end of period	<u>\$ 8,959,018</u>	<u>\$ 8,747,654</u>		<u>\$ 14,140,862</u>	

E Represents an encumbrance for current year from prior year

**City of Franklin
American Rescue Plan
Balance Sheet
November 30, 2023 and 2022**

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ 3,519,373	\$ 3,755,139
Total Assets	<u>\$ 3,519,373</u>	<u>\$ 3,755,139</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned revenue	3,748,350	-
Assigned fund balance	(228,977)	3,755,139
Total Liabilities and Fund Balance	<u>\$ 3,519,373</u>	<u>\$ 3,755,139</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022**

	<u>2023 Original Budget</u>	<u>2023 Amended Budget</u>	<u>2023 Year-to-Date Budget</u>	<u>2023 Year-to-Date Actual</u>	<u>2022 Year-to-Date Actual</u>
Revenue:					
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ 1,874,143
Investment Income	17,500	17,500	16,042	38,006	5,550
Total Revenue	<u>17,500</u>	<u>17,500</u>	<u>16,042</u>	<u>38,006</u>	<u>1,879,693</u>
Expenditures:					
Non Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ 1,254
Auditor Services	5,600	5,600	5,133	-	-
Transfer to Capital Improvement Fund	-	-	-	275,000	-
Encumbrances	-	-	-	-	-
Total Expenditures	<u>5,600</u>	<u>5,600</u>	<u>5,133</u>	<u>275,000</u>	<u>1,254</u>
Revenue over (under) expenditures	11,900	11,900	<u>10,909</u>	(236,994)	1,878,439
Fund balance, beginning of year	<u>3,756,368</u>	<u>3,756,368</u>		<u>8,017</u>	<u>1,876,700</u>
Fund balance, end of period	<u>\$ 3,768,268</u>	<u>\$ 3,768,268</u>		<u>\$ (228,977)</u>	<u>\$ 3,755,139</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
November 30, 2023 and 2022

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ 748,748	\$ 754,223
Tax Receivables	46	46
Accrued Receivables	32,428	910
Total Assets	<u><u>\$ 781,222</u></u>	<u><u>\$ 755,179</u></u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 188,239
Accrued salaries & wages	48	-
Unearned Revenue	(801)	(801)
Restricted fund balance	781,975	567,741
Total Liabilities and Fund Balance	<u><u>\$ 781,222</u></u>	<u><u>\$ 755,179</u></u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

	<u>2023</u> <u>Original</u> <u>Budget</u>	<u>2023</u> <u>YTD</u> <u>Budget</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue:				
Grants	\$ 69,100	\$ 69,100	\$ 68,645	\$ 69,079
User Fees	1,615,500	1,615,170	1,619,174	1,611,811
Landfill Operations-tippage	390,000	335,234	381,790	343,960
Investment Income	10,000	9,263	65,450	10,206
Sale of Recyclables	-	-	2,256	2,185
Total Revenue	<u><u>2,084,600</u></u>	<u><u>2,028,767</u></u>	<u><u>2,137,315</u></u>	<u><u>2,037,241</u></u>
Expenditures:				
Personnel Services	17,448	16,106	7,810	5,035
Refuse Collection	774,500	683,819	667,390	698,489
Recycling Collection	761,300	672,707	658,429	696,660
Leaf & Brush Pickups	62,000	48,574	49,742	63,592
Tippage Fees	495,000	393,118	392,254	433,290
Miscellaneous	2,500	2,346	1,556	3,955
Printing	1,000	917	-	-
Refunded User Fees	-	-	-	-
Total Expenditures	<u><u>2,113,748</u></u>	<u><u>1,817,587</u></u>	<u><u>1,777,181</u></u>	<u><u>1,901,021</u></u>
Revenue over (under) expenditures	(29,148)	<u><u>211,180</u></u>	360,134	136,220
Fund balance, beginning of year	<u><u>390,084</u></u>		<u><u>421,841</u></u>	<u><u>431,521</u></u>
Fund balance, end of period	<u><u>\$ 360,936</u></u>		<u><u>\$ 781,975</u></u>	<u><u>\$ 567,741</u></u>

**City of Franklin
Consolidating TID Funds
Balance Sheet
As of November 30 2023**

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5 ***	Loomis & Ryan TID 6 ***	Velo Village TID 7	Corporate Park TID 8	Total
Assets							
Cash & Investments	\$ 94,358	\$ 2,056,439	\$ 383,048	\$ (669,511)	\$ 7,716,041	\$ 79,812	\$ 9,660,187
Accounts Receivables				221,922			221,922
Total Assets	<u>\$ 94,358</u>	<u>\$ 2,056,439</u>	<u>\$ 383,048</u>	<u>\$ (447,589)</u>	<u>\$ 7,716,041</u>	<u>\$ 79,812</u>	<u>\$ 9,882,109</u>
Liabilities and Fund Balance							
Accounts Payable				13,948		24,149	38,097
Interfund Advance from Development Fund				415,524			415,524
Due to other funds Interfund Advance						911,433	911,433
Total Liabilities				<u>429,472</u>		<u>935,582</u>	<u>1,365,054</u>
Ending Fund Balance	<u>94,358</u>	<u>2,056,439</u>	<u>383,048</u>	<u>(877,061)</u>	<u>7,716,041</u>	<u>(855,770)</u>	<u>8,517,055</u>
Total Liabilities and Fund Balance	<u>\$ 94,358</u>	<u>\$ 2,056,439</u>	<u>\$ 383,048</u>	<u>\$ (447,589)</u>	<u>\$ 7,716,041</u>	<u>\$ 79,812</u>	<u>\$ 9,882,109</u>
GO Debt Outstanding							\$
Internal Advances Outstanding		\$ 200,000			\$ 1,500,000		\$ 1,700,000
MRO Outstanding							\$
*** Additional MRO's committed to, but not issued							\$

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023**

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Revenue							
General Property Tax Levy		\$ 1,126,691	\$ 1,094,021	\$ 58,702	\$ 739,722	\$ 204,026	\$ 3,223,162
Payment in Lieu of Tax			81,207	312,046			393,253
State Exempt Aid		53,731	12,883				66,614
Investment Income	73,842	38,435	2,164	11,916	1,531	36,903	164,791
Bond Proceeds							
Other Taxes							
Miscellaneous revenue			244,487			874,233	1,118,720
Total Revenue	<u>73,842</u>	<u>1,218,857</u>	<u>1,434,762</u>	<u>382,664</u>	<u>741,253</u>	<u>1,115,162</u>	<u>4,966,540</u>
Expenditures							
Debt Service Principal	\$ 390,000		\$ 750,000	\$ 290,000			\$ 1,430,000
Debt Service Interest & Fees	5,850		671,432	254,802	139,463	76,100	1,147,647
Administrative Expenses		1,230	5,610	15,730	5,610	76,010	104,190
Professional Services		14,920	14,156	3,691	(7,026)	30,804	56,545
Capital outlay		117,848	26,500	613,237		1,777,064	2,534,649
Development Incentive & Obligation Payments							
Encumbrances		(132,768)		(163,810)	7,500	(1,265,654)	(1,554,732)
Total Expenditures	<u>399,557</u>	<u>1,230</u>	<u>1,467,698</u>	<u>1,013,650</u>	<u>145,547</u>	<u>694,324</u>	<u>3,722,006</u>
Excess of revenue over expenditures	(325,715)	1,217,627	(32,936)	(630,986)	595,706	420,838	1,244,534
Transfers in(out)	(605,259)						(605,259)
Fund balance beginning of year	<u>1,025,332</u>	<u>838,812</u>	<u>415,984</u>	<u>(246,075)</u>	<u>7,120,335</u>	<u>(1,276,608)</u>	<u>7,877,780</u>
Fund balance end of period	<u>\$ 94,358</u>	<u>\$ 2,056,439</u>	<u>\$ 383,048</u>	<u>\$ (877,061)</u>	<u>\$ 7,716,041</u>	<u>\$ (855,770)</u>	<u>\$ 8,517,055</u>

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
As of November 30, 2023

<u>Assets</u>	2023	2022
Cash & investments	\$ 94,358	\$ 2,990,601
Total Assets	<u>\$ 94,358</u>	<u>\$ 2,990,601</u>
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ -	\$ -
Total Liabilities	-	-
Assigned fund balance	94,358	2,990,601
Total Liabilities and Fund Balance	<u>\$ 94,358</u>	<u>\$ 2,990,601</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

	2023 Annual Budget	2023 Amended Budget	2023 Year-to-Date Budget	2023 Year-to-Date Actual	2022 Year-to-Date Actual
Revenue					
General property tax levy	\$ -	\$ -	\$ -	\$ -	\$ 1,757,899
State exempt aid	-	-	-	-	510,053
Investment income	-	-	-	73,842	-
Bond proceeds	-	-	-	-	34,830
Miscellaneous Revenue	-	-	-	-	-
Total Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>73,842</u>	<u>2,302,782</u>
Expenditures					
Debt service principal	390,000	390,000	390,000	390,000	985,000
Debt service interest & fees	5,920	5,920	5,920	5,850	26,545
Administrative expenses	-	-	-	-	1,230
Refunded Property Taxes	-	-	-	3,707	-
Culture recreation and education	-	-	-	-	-
Professional services	-	-	-	-	4,516
Capital outlays	-	-	-	-	-
Development incentive & obligation payments	-	-	-	-	-
Total Expenditures	<u>395,920</u>	<u>395,920</u>	<u>395,920</u>	<u>399,557</u>	<u>1,017,291</u>
Revenue over (under) expenditures	(395,920)	(395,920)	(395,920)	(325,715)	1,285,491
Transfers In (out)	-	-	-	(605,259)	-
Fund balance, beginning of year	<u>1,025,332</u>	<u>1,025,332</u>	<u>1,025,332</u>	<u>1,025,332</u>	<u>1,705,110</u>
Fund balance, end of period	<u>\$ 629,412</u>	<u>\$ 629,412</u>	<u>\$ 629,412</u>	<u>\$ 94,358</u>	<u>\$ 2,990,601</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
As of November 30, 2023

<u>Assets</u>	2023	2022
Cash & investments	\$ 2,056,439	\$ 836,577
Total Assets	<u>\$ 2,056,439</u>	<u>\$ 836,577</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Due to other funds - Interfund Advance	-	-
Total Liabilities	-	-
Assigned fund balance	2,056,439	836,577
Total Liabilities and Fund Balance	<u>\$ 2,056,439</u>	<u>\$ 836,577</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

	2023 Annual Budget	2023 Amended Budget	2023 Year-to-Date Budget	2023 Year-to-Date Actual	2022 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1,245,000	\$ 1,245,000	\$ 1,245,000	\$ 1,126,691	\$ 1,256,923
Payment in Lieu of Tax	-	-	-	-	-
State Exempt Aid	53,700	53,700	50,608	53,731	53,731
Investment Income	8,000	8,000	7,333	38,435	9,641
Miscellaneous revenue	-	-	-	-	4,352
Total Revenue	<u>1,306,700</u>	<u>1,306,700</u>	<u>1,302,941</u>	<u>1,218,857</u>	<u>1,324,647</u>
Expenditures					
Debt service interest & fees	-	-	-	-	9,375
Administrative expenses	4,920	4,920	4,510	1,230	4,510
Professional services	3,850	18,770	3,529	14,920	32,336
Capital outlays	-	-	-	117,848	118,964
Encumbrances	-	-	-	(132,768)	(137,502)
Total Expenditures	<u>8,770</u>	<u>23,690</u>	<u>8,039</u>	<u>1,230</u>	<u>27,683</u>
Revenue over (under) expenditures	1,297,930	1,283,010	1,294,902	1,217,627	1,296,964
Fund balance, beginning of year	(732,269)	838,812	838,812	838,812	(460,387)
Fund balance, end of period	<u>\$ 565,661</u>	<u>\$ 2,121,822</u>	<u>\$ 2,133,714</u>	<u>\$ 2,056,439</u>	<u>\$ 836,577</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
As of November 30, 2023

Assets	2023	2022
Cash & investments	\$ 383,048	\$ 121,464
Total Assets	<u>\$ 383,048</u>	<u>\$ 121,464</u>
Liabilities and Fund Balance		
Accounts Payable	\$ -	\$ 549
Total Liabilities	-	549
Assigned fund balance	383,048	120,915
Total Liabilities and Fund Balance	<u>\$ 383,048</u>	<u>\$ 121,464</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

	2023	2023	2023	2023	2022
	Annual	Amended	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Budget	Actual	Actual
Revenue					
General Property Tax Levy	\$ 1,192,900	\$ 1,192,900	\$ 501,000	\$ 1,094,021	\$ 1,104,667
Payment in Lieu of Tax	90,000	90,000	82,500	81,207	-
State Exempt Aid	12,900	12,900	11,825	12,883	12,883
Investment Income	-	-	-	2,164	3,223
Miscellaneous revenue	136,800	136,800	125,400	244,487	-
Total Revenue	<u>1,432,600</u>	<u>1,432,600</u>	<u>720,725</u>	<u>1,434,762</u>	<u>1,120,773</u>
Expenditures					
Debt service principal	750,000	750,000	625,000	750,000	710,000
Debt service interest & fees	670,516	670,516	640,387	671,432	690,145
Administrative expenses	6,120	6,120	5,529	5,610	5,610
Professional services	2,350	2,350	2,302	14,156	2,895
Capital outlays	-	-	-	26,500	65,332
Encumbrances	-	-	-	-	-
Total Expenditures	<u>1,428,986</u>	<u>1,428,986</u>	<u>1,273,218</u>	<u>1,467,698</u>	<u>1,473,982</u>
Revenue over (under) expenditures	3,614	3,614	(552,493)	(32,936)	(353,209)
Fund balance, beginning of year	<u>(1,016,667)</u>	<u>(1,016,667)</u>	<u>415,984</u>	<u>415,984</u>	<u>474,124</u>
Fund balance, end of period	<u>\$ (1,013,053)</u>	<u>\$ (1,013,053)</u>	<u>\$ (136,509)</u>	<u>\$ 383,048</u>	<u>\$ 120,915</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
As of November 30, 2023

<u>Assets</u>	2023	2022
Cash & investments	\$ (669,511)	\$ (452,028)
Accounts receivable	221,922	237,306
Total Assets	<u>\$ (447,589)</u>	<u>\$ (214,722)</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	<u>\$ 13,948</u>	<u>\$ 21,964</u>
Total Liabilities	429,472	21,964
Assigned fund balance	(877,061)	(236,686)
Total Liabilities and Fund Balance	<u>\$ (447,589)</u>	<u>\$ (214,722)</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

	2023	2023	2023	2022
	Annual	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Actual	Actual
Revenue				
General Property Tax Levy	\$ 56,100	\$ 5,125	\$ 58,702	\$ 34,611
Payment in Lieu of Tax	370,536	339,658	312,046	287,880
Investment Income	-	-	11,916	11,688
Bond Proceeds	-	-	-	-
Miscellaneous revenue	-	-	-	-
Total Revenue	<u>426,636</u>	<u>344,783</u>	<u>382,664</u>	<u>334,179</u>
Expenditures				
Debt service principal	290,000	241,667	290,000	160,000
Debt service interest & fees	254,803	247,169	254,802	263,053
Administrative expenses	17,120	15,693	15,730	19,360
Professional services	6,350	5,833	3,691	54,678
Capital outlays	-	-	613,237	700,833
Encumbrances	-	-	(163,810)	(617,895)
Total Expenditures	<u>568,273</u>	<u>510,362</u>	<u>1,013,650</u>	<u>580,029</u>
Revenue over (under) expenditures	(141,637)	(165,579)	(630,986)	(245,850)
Fund balance, beginning of year	<u>(495,265)</u>	<u>(246,075)</u>	<u>(246,075)</u>	<u>9,164</u>
Fund balance, end of period	<u>\$ (636,902)</u>	<u>\$ (411,654)</u>	<u>\$ (877,061)</u>	<u>\$ (236,686)</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
As of November 30, 2023

<u>Assets</u>	2023	2022
Cash & investments	\$ 7,716,041	\$ 8,619,158
Accounts receivable		90,000
Interest receivable	-	-
Total Assets	<u>\$ 7,716,041</u>	<u>\$ 8,709,158</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Advances from Other Funds	0	1,500,000
Deferred Inflow	-	3,347,737
Total Liabilities	<u>-</u>	<u>4,847,737</u>
Assigned fund balance	7,716,041	3,861,421
Total Liabilities and Fund Balance	<u>\$ 7,716,041</u>	<u>\$ 8,709,158</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

	2023 Annual Budget	2023 Amended Budget	2023 Year-to-Date Budget	2023 Year-to-Date Actual	2022 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 806,580	\$ 806,580	\$ 12,500	\$ 739,722	\$ 431,370
Investment Income	40,000	40,000	36,667	1,531	181,859
Miscellaneous revenue	-	-	-	-	4,000,000
Total Revenue	<u>846,580</u>	<u>846,580</u>	<u>49,167</u>	<u>741,253</u>	<u>4,613,229</u>
Expenditures					
Debt service interest & fees	127,056	127,056	116,468	139,463	153,305
Administrative expenses	6,120	6,120	5,610	5,610	5,610
Professional services	1,350	1,350	1,238	(7,026)	157,562
Development incentive & obligation payments	765,000	765,000	637,500	-	459,000
Encumbrances	-	-	-	7,500	7,500
Total Expenditures	<u>899,526</u>	<u>899,526</u>	<u>760,816</u>	<u>145,547</u>	<u>782,977</u>
Revenue over (under) expenditures	(52,946)	(52,946)	(711,649)	595,706	3,830,252
Fund balance, beginning of year	<u>(474,774)</u>	<u>(474,774)</u>	<u>7,120,335</u>	<u>7,120,335</u>	<u>31,169</u>
Fund balance, end of period	<u>\$ (527,720)</u>	<u>\$ (527,720)</u>	<u>\$ 6,408,686</u>	<u>\$ 7,716,041</u>	<u>\$ 3,861,421</u>

City of Franklin
Tax Increment Financing District #8 - Corporate Park
Balance Sheet
As of November 30, 2023

<u>Assets</u>	2023	2022
Cash & investments	\$ 79,812	\$ 872,994
Total Assets	<u>\$ 79,812</u>	<u>\$ 872,994</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 24,149	\$ 2,019,822
Advances from Other Funds	-	-
Total Liabilities	<u>935,582</u>	<u>2,019,822</u>
Assigned fund balance	(855,770)	(1,146,828)
Total Liabilities and Fund Balance	<u>\$ 79,812</u>	<u>\$ 872,994</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

	2023 Annual Budget	2023 Amended Budget	2023 Year-to-Date Budget	2023 Year-to-Date Actual	2022 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 225,456	\$ 225,456	\$ 206,668	\$ 204,026	\$ 85,264
Investment Income	-	-	-	36,903	40,953
Bond Proceeds	0	0	-	-	-
Total Revenue	<u>225,456</u>	<u>225,456</u>	<u>206,668</u>	<u>1,115,162</u>	<u>126,217</u>
Expenditures					
Debt service interest & fees	77,100	77,100	64,234	76,100	57,175
Administrative expenses	82,920	82,920	76,010	76,010	76,010
Professional services	23,850	41,523	21,863	30,804	805,677
Capital outlays	2,700,000	4,452,152	2,475,000	1,777,064	4,772,578
Development incentive & obligation payments	-	-	-	-	750,000
Encumbrances	-	-	-	(1,265,654)	(1,889,465)
Total Expenditures	<u>2,883,870</u>	<u>4,653,695</u>	<u>2,637,107</u>	<u>694,324</u>	<u>4,571,975</u>
Revenue over (under) expenditures	(2,658,414)	(4,428,239)	(2,430,439)	420,838	(4,445,758)
Fund balance, beginning of year	<u>(230,553)</u>	<u>(230,553)</u>	<u>(1,276,608)</u>	<u>(1,276,608)</u>	<u>3,298,930</u>
Fund balance, end of period	<u>\$ (2,888,967)</u>	<u>\$ (4,658,792)</u>	<u>\$ (3,707,047)</u>	<u>\$ (855,770)</u>	<u>\$ (1,146,828)</u>

**City of Franklin
Development Fund
Balance Sheet
November 30, 2023 and 2022**

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ 13,272,797	\$ 10,233,970
Other accounts receivable	3,265	3,265
Due From TID's	-	1,500,000
Total Assets	<u>\$ 13,276,062</u>	<u>\$ 11,737,235</u>
 <u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 101,870	\$ 219,757
Accounts Payable	-	-
Assigned fund balance	13,174,192	11,517,478
Total Liabilities and Fund Balance	<u>13,276,062</u>	<u>11,737,235</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022**

	<u>2023 Original Budget</u>	<u>2023 Amended Budget</u>	<u>2023 Year-to-Date Budget</u>	<u>2023 Year-to-Date Actual</u>	<u>2022 Year-to-Date Actual</u>
Revenue:					
Impact Fees					
Parks	\$ 170,000	\$ 170,000	\$ 139,944	\$ 377,875	\$ 184,063
Southwest Sewer Service Area	170,000	170,000	142,461	74,808	144,445
Administration	10,000	10,000	8,191	12,667	11,023
Water	385,000	385,000	325,178	798,103	1,458,616
Transportation	155,000	155,000	127,097	144,616	179,834
Fire Protection	105,000	105,000	87,513	98,955	123,455
Law Enforcement	120,000	120,000	100,509	113,347	141,666
Library	30,000	30,000	24,865	66,447	32,311
Total Impact Fees	<u>1,145,000</u>	<u>1,145,000</u>	<u>955,758</u>	<u>1,686,818</u>	<u>2,275,413</u>
Miscellaneous Revenue	-	-	-	-	3,265
Investment Income	45,000	45,000	41,250	508,400	71,909
Investment Gains/Losses	-	-	-	-	(987)
Interfund Interest Income	-	-	-	13,125	35,625
Total Revenue	<u>1,190,000</u>	<u>1,190,000</u>	<u>997,008</u>	<u>2,208,343</u>	<u>2,385,225</u>
Expenditures:					
Other Professional Services	-	-	-	10,851 E	9,172
Transfer to Debt Service					
Law Enforcement	-	-	-	-	-
Fire	141,550	141,550	134,150	-	-
Transportation	137,375	137,375	137,375	-	-
Library	-	-	-	-	-
Encumbrances	-	-	-	-	-
Total Transfers to Debt Service	<u>278,925</u>	<u>278,925</u>	<u>271,525</u>	<u>-</u>	<u>-</u>
Transfer to Capital Improvement Fund					
Park	582,600	582,600	509,189	635,754 E	93,000
Water	107,800	107,800	98,817	-	-
Total Transfers to Capital Improvement Fund	<u>690,400</u>	<u>690,400</u>	<u>608,006</u>	<u>635,754 E</u>	<u>93,000</u>
Capital Improvements					
Sewer Fees	-	-	-	-	-
Water Fees	-	-	-	-	-
Encumbrances	-	-	-	(97,117)	(94,755)
Total Expenditures	<u>969,325</u>	<u>969,325</u>	<u>879,531</u>	<u>549,488</u>	<u>7,417</u>
Revenue over (under) expenditures	220,675	220,675	<u>117,477</u>	1,658,855	2,377,808
Fund balance, beginning of year	<u>11,515,337</u>	<u>11,515,337</u>		<u>11,515,337</u>	<u>9,139,670</u>
Fund balance, end of period	<u>\$ 11,736,012</u>	<u>\$ 11,736,012</u>		<u>\$ 13,174,192</u>	<u>\$ 11,517,478</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
November 30, 2023 and 2022**

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ 1,765,772	\$ 1,431,510
Accounts Receivables	137,166	-
Total Assets	<u>\$ 1,902,938</u>	<u>\$ 1,431,510</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 457	\$ 66,728
Assigned fund balance	1,902,481	1,364,782
Total Liabilities and Fund Balance	<u>\$ 1,902,938</u>	<u>\$ 1,431,510</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022**

	<u>2023 Original Budget</u>	<u>2023 Amended Budget</u>	<u>2023 Year-to-Date Budget</u>	<u>2023 Year-to-Date Actual</u>	<u>2022 Year-to-Date Actual</u>
Revenue:					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ 53,300
Grants	218,363	218,363	200,166	32,309	4,425
Landfill Siting	700,000	700,000	664,269	768,396	870,392
Investment Income	5,000	5,000	4,583	36,942	15,201
Miscellaneous Revenue	30,000	30,000	27,500	109,093	31,688
Transfers from Other Funds	-	-	-	10,218	18,000
Total Revenue	<u>953,363</u>	<u>953,363</u>	<u>896,518</u>	<u>956,958</u>	<u>993,006</u>
Expenditures:					
General Government	148,620	217,907	122,484	75,190	121,178
Public Safety	568,960	882,236	552,491	565,637 E	429,800
Public Works	50,000	110,000	43,336	104,148 E	288,989
Health and Human Services	-	40,218	-	40,218 E	-
Culture and Recreation	77,500	142,500	71,015	-	36,516
Conservation and Development	80,000	171,276	73,333	91,276 E	129,973
Contingency	-	-	-	-	-
Encumbrances	-	-	-	(247,855)	(373,434)
Total Expenditures	<u>925,080</u>	<u>1,564,137</u>	<u>862,659</u>	<u>628,614</u>	<u>633,022</u>
Revenue over (under) expenditures	28,283	(610,774)	<u>33,859</u>	328,344	359,984
Fund balance, beginning of year	<u>1,574,137</u>	<u>1,574,137</u>		<u>1,574,137</u>	<u>1,004,798</u>
Fund balance, end of period	<u>\$ 1,602,420</u>	<u>\$ 963,363</u>		<u>\$ 1,902,481</u>	<u>\$ 1,364,782</u>

**City of Franklin
Equipment Replacement Fund
Balance Sheet
November 30, 2023 and 2022**

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ 1,765,714	\$ 1,761,597
Accounts Receivable	53,990	-
Total Assets	<u>\$ 1,819,704</u>	<u>\$ 1,761,597</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 440,696
Assigned fund balance	1,819,704	1,320,901
Total Liabilities and Fund Balance	<u>\$ 1,819,704</u>	<u>\$ 1,761,597</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022**

	<u>2023 Original Budget</u>	<u>2023 Amended Budget</u>	<u>2023 Year-to-Date Budget</u>	<u>2023 Year-to-Date Actual</u>	<u>2022 Year-to-Date Actual</u>
Revenue:					
Landfill	\$ 240,000	\$ 240,000	\$ 219,776	\$ 283,330	\$ 586,110
Investment Income	6,000	6,000	5,500	41,411	7,777
Property Sales	40,000	40,000	37,719	81,230	22,095
Refunds/Reimbursements	-	-	-	723,568	-
Total Revenue	<u>286,000</u>	<u>286,000</u>	<u>262,995</u>	<u>1,129,539</u>	<u>615,982</u>
Expenditures:					
Public Safety	286,000	286,000	285,874	285,704	747,002
Public Works	-	308,346	-	308,356	1,493,778
Encumbrances	-	-	-	(285,704)	(715,482)
Total Expenditures	<u>286,000</u>	<u>594,346</u>	<u>285,874</u>	<u>308,356</u>	<u>1,525,298</u>
Revenue over (under) expenditures	-	(308,346)	<u>(22,879)</u>	821,183	(909,316)
Fund balance, beginning of year	998,521	998,521		998,521	2,230,217
Fund balance, end of period	<u>\$ 998,521</u>	<u>\$ 690,175</u>		<u>\$ 1,819,704</u>	<u>\$ 1,320,901</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
November 30, 2023 and 2022**

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ 6,120,488	\$ 1,082,704
Accounts receivables	6,847	847
Total Assets	<u>\$ 6,127,335</u>	<u>\$ 1,083,551</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 500	\$ 66,648
Assigned fund balance	6,126,835	1,016,903
Total Liabilities and Fund Balance	<u>\$ 6,127,335</u>	<u>\$ 1,083,551</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022**

	<u>2023</u> <u>Original</u> <u>Budget</u>	<u>2023</u> <u>Amended</u> <u>Budget</u>	<u>2023</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2023</u> <u>Year-to-Date</u> <u>Totals</u>	<u>2022</u> <u>Year-to-Date</u> <u>Totals</u>
Revenue:					
Other Grants-NEXT Gen 911 Grant	832,000	832,000	762,667	-	-
Landfill Siting	375,000	375,000	280,698	339,600	65,120
Transfers from Other Funds	828,161	828,161	828,161	904,627	-
Transfers from Impact Fees	779,068	779,068	683,459	542,754	-
Bond Proceeds	-	-	-	2,980,000	-
Notes Proceeds	6,300,000	6,300,000	5,775,000	2,350,000	-
Bond & Notes Premium	-	-	-	6,409	-
Refunds, Reimbursements & Miscellaneous	-	-	-	1,653	86,000
Investment Income	7,500	7,500	6,875	13,461	42,404
Total Revenue	<u>9,121,729</u>	<u>9,121,729</u>	<u>8,336,860</u>	<u>7,138,504</u>	<u>193,524</u>
Expenditures:					
General Government	350,000	2,620,022	320,833	1,253,215	E 174,457
Public Safety	355,000	602,000	325,417	241,929	-
Public Works	3,514,000	3,792,178	3,221,167	525,263	E 330,544
Culture and Recreation	2,096,635	2,284,479	1,921,915	2,141,925	E 2,166,922
Sewer & Water	2,543,425	2,568,882	2,331,473	25,457	E 55,465
Contingency	150,000	150,000	148,230	-	-
Bond/Note Issuance Cost	-	-	-	150,792	-
Encumbrances	-	-	-	(2,363,408)	(410,327)
Total Expenditures	<u>9,009,060</u>	<u>12,017,561</u>	<u>8,269,035</u>	<u>1,975,173</u>	<u>2,317,061</u>
Revenue over (under) expenditures	112,669	(2,895,832)	<u>67,825</u>	5,163,331	(2,123,537)
Fund balance, beginning of year	963,504	963,504		963,504	3,140,440
Fund balance, end of period	<u>\$ 1,076,173</u>	<u>\$ (1,932,328)</u>		<u>\$ 6,126,835</u>	<u>\$ 1,016,903</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
November 30, 2023 and 2022**

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ 1,228,575	\$ 2,161,670
Accounts receivables	18,000	-
Total Assets	<u>\$ 1,246,575</u>	<u>\$ 2,161,670</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 72,895	\$ -
Assigned fund balance	1,173,680	2,161,670
Total Liabilities and Fund Balance	<u>\$ 1,246,575</u>	<u>\$ 2,161,670</u>

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022**

	<u>2023 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2023 Year-to-Date Totals</u>	<u>2022 Year-to-Date Totals</u>
Revenue:				
Landfill Siting	\$ 505,000	\$ 505,000	\$ 476,700	\$ 195,370
Investment Income	7,000	7,000	40,564	5,091
Transfers from Other Funds	-	-	-	-
Intergovernmental Resources	1,155,000	1,155,000	1,219,120	1,190,000
Total Revenue	<u>1,667,000</u>	<u>1,667,000</u>	<u>1,736,384</u>	<u>1,390,461</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,590,000	2,085,000	2,257,986 E	976,212
Encumbrances	-	-	(479,072)	(807,257)
Total Expenditures	<u>1,590,000</u>	<u>2,085,000</u>	<u>1,778,914</u>	<u>168,955</u>
Revenue over (under) expenditures	77,000	(418,000)	(42,530)	1,221,506
Fund balance, beginning of year	1,198,210	1,198,210	1,216,210	940,164
Fund balance, end of period	<u>\$ 1,275,210</u>	<u>\$ 780,210</u>	<u>\$ 1,173,680</u>	<u>\$ 2,161,670</u>

**City of Franklin
Utility Development Fund
Balance Sheet
November 30, 2023 and 2022**

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments - Water	\$ 1,277,745	\$ 1,124,548
Cash and investments - Sewer	1,590,620	1,476,004
Special Assessment - Water Current	186,716	90,845
Special Assessment - Water Deferred	14,175	20,071
Special Assessment - Sewer Current	29,311	55,527
Total Assets	<u>\$ 3,098,567</u>	<u>\$ 2,766,995</u>
<u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 230,202	\$ 166,444
Total Fund Balance	<u>2,868,365</u>	<u>2,600,551</u>
Total Liabilities and Fund Balance	<u>\$ 3,098,567</u>	<u>\$ 2,766,995</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022**

	<u>2023</u> <u>Original</u> <u>Budget</u>	<u>2023</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue:				
Special Assessments				
Water	\$ 25,000	\$ 16,616	\$ 78,014	\$ 21,921
Sewer	27,800	10,781	7,062	23,447
Connection Fees				
Water	-	-	-	-
Sewer	34,000	27,463	12,900	33,284
Total Assessments & Connection Fees	<u>86,800</u>	<u>54,860</u>	<u>97,976</u>	<u>78,652</u>
Special Assessment Interest	8,200	307	71	1,153
Investment Income	14,500	13,292	121,175	24,988
Total Revenue	<u>109,500</u>	<u>68,459</u>	<u>219,222</u>	<u>104,793</u>
Transfer to Capital Improvement Fund				
Water	200,000	183,333	-	-
Sewer	500,000	458,333	-	-
Total Transfers to Capital Improvement Fund	<u>700,000</u>	<u>641,666</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(590,500)	(573,207)	219,222	104,793
Fund balance, beginning of year	<u>2,649,143</u>	<u>2,649,143</u>	<u>2,649,143</u>	<u>2,495,758</u>
Fund balance, end of period	<u>\$ 2,058,643</u>	<u>\$ 2,075,936</u>	<u>\$ 2,868,365</u>	<u>\$ 2,600,551</u>

**City of Franklin
Debt Service Funds
Balance Sheet
November 30, 2023 and 2022**

	2023			2022		
	Special Assessment	Debt Service	2023 Total	Special Assessment	Debt Service	2022 Total
Assets						
Cash and investments	\$ 199,707	\$ 787,069	\$ 986,776	\$ 187,859	\$ 313,492	\$ 501,351
Accounts receivable	10,662	-	10,662	12,588	-	12,588
Total Assets	\$ 210,369	\$ 787,069	\$ 997,438	\$ 200,447	\$ 313,492	\$ 513,939
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 10,662	\$ -	\$ 10,662	\$ 12,588	\$ -	\$ 12,588
Unassigned fund balance	199,707	787,069	986,776	187,859	313,492	501,350
Total Liabilities and Fund Balance	\$ 210,369	\$ 787,069	\$ 997,438	\$ 200,447	\$ 313,492	\$ 513,938

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022**

	2023				2022		
	Special Assessment	Debt Service	2023 Year-to-Date Actual	2023 Original Budget	Special Assessment	Debt Service	2022 Year-to-Date Actual
Revenue:							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 191	\$ 1,100,000	\$ 1,100,191
Special Assessments	-	-	-	2,000	-	-	-
Investment Income	8,596	32,934	41,530	6,100	1,818	3,218	5,036
Bond & Note Premium	-	208,286	208,286	-	-	-	-
Total Revenue	8,596	1,341,220	1,349,816	1,108,100	2,009	1,103,218	1,105,227
Expenditures:							
Debt Service							
Principal	-	1,035,000	1,035,000	1,035,000	-	970,000	970,000
Interest	-	120,738	120,738	120,738	-	138,955	138,955
Bank Fees	-	1,600	1,600	1,600	-	1,600	1,600
Total Expenditures	-	1,157,338	1,157,338	1,157,338	-	1,110,555	1,110,555
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-
Net change in fund balances	8,596	183,882	192,478	(49,238)	2,009	(7,337)	(5,328)
Fund balance, beginning of year	191,111	603,187	794,298	794,298	185,850	320,829	506,678
Fund balance, end of period	\$ 199,707	\$ 787,069	\$ 986,776	\$ 745,060	\$ 187,859	\$ 313,492	\$ 501,350

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
November 30, 2023 and 2022

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ 2,884,148	\$ 3,552,554
Accounts receivable	648	972
Total Assets	<u>\$ 2,884,796</u>	<u>\$ 3,553,526</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 103,214	\$ 26,757
Claims payable	210,000	311,800
Unrestricted net assets	2,571,582	3,214,969
Total Liabilities and Fund Balance	<u>\$ 2,884,796</u>	<u>\$ 3,553,526</u>

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

<u>Revenue</u>	<u>2023</u> <u>Original</u> <u>Budget</u>	<u>2023</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>
Medical Premiums-City	\$ 2,289,200	\$ 2,100,807	\$ 2,034,114	\$ 2,166,292
Medical Premiums-Employee	475,000	435,029	394,936	408,531
Other - Invest Income, Rebates	96,300	88,275	340,435	106,395
Medical Revenue	<u>2,860,500</u>	<u>2,624,111</u>	<u>2,769,485</u>	<u>2,681,218</u>
Dental Premiums-City	122,400	111,230	92,406	90,501
Dental Premiums-Retirees	3,000	3,000	3,586	3,691
Dental Premiums-Employee	60,000	55,632	49,759	47,108
Dental Revenue	<u>185,400</u>	<u>169,862</u>	<u>145,751</u>	<u>141,300</u>
Total Revenue	<u>3,045,900</u>	<u>2,793,973</u>	<u>2,915,236</u>	<u>2,822,518</u>
Expenditures:				
Medical				
Medical claims	1,966,000	1,784,342	2,597,762	1,535,324
Prescription drug claims	378,000	342,275	386,290	319,872
Refunds-Stop Loss Coverage	-	-	(412,424)	(21,045)
Total Claims	<u>2,344,000</u>	<u>2,126,617</u>	<u>2,571,628</u>	<u>1,834,150</u>
Medical Claim Fees	187,000	174,151	164,851	160,453
Stop Loss Premiums	550,000	504,725	514,733	454,899
Other - Miscellaneous	39,100	37,415	39,346	37,164
HSA Contributions	154,500	142,615	141,188	128,688
Plan Administration	47,100	43,175	43,175	43,175
Total Medical Costs	<u>3,321,700</u>	<u>3,028,698</u>	<u>3,474,921</u>	<u>2,658,529</u>
Dental				
Active Employees & COBRA	157,500	142,499	145,313	141,955
Retiree	-	-	1,331	4,698
Total Dental Costs	<u>157,500</u>	<u>142,499</u>	<u>146,644</u>	<u>146,653</u>
Total Expenditures	<u>3,479,200</u>	<u>3,171,197</u>	<u>3,621,565</u>	<u>2,805,182</u>
Revenue over (under) expenditures	(433,300)	<u>\$ (377,224)</u>	(706,329)	17,336
Net assets, beginning of year	<u>3,277,911</u>		<u>3,277,911</u>	<u>3,197,633</u>
Net assets, end of period	<u>\$ 2,844,611</u>		<u>\$ 2,571,582</u>	<u>\$ 3,214,969</u>


City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
November 30, 2023 and 2022

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Cash and investments	\$ (522,939)	\$ (162,496)
Investments held in trust - Fixed Inc	3,057,079	2,762,261
Investments held in trust - Equities	5,658,673	5,328,906
Accounts receivable	14,778	14,556
Total Assets	\$ 8,207,591	\$ 7,943,227
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 46,264	\$ 6,373
Claims payable	60,000	16,600
Net assets held in trust for post emp	8,101,327	7,920,254
Total Liabilities and Fund Balance	\$ 8,207,591	\$ 7,943,227

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2023 and 2022

<u>Revenue</u>	<u>2023</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 348,292	\$ 305,803
Medical Charges - Retirees	176,776	174,248
Medical Revenue	525,068	480,051
Expenditures:		
Retirees-Medical		
Medical claims	382,771	378,835
Prescription drug claims	215,940	141,364
Refunds-Stop Loss Coverage	(7,598)	-
Total Claims-Retirees	591,113	520,199
Medical Claim Fees	37,978	30,807
Stop Loss Premiums	117,058	93,838
Miscellaneous Expense	13,429	473
Total Medical Costs-Retirees	759,578	645,317
Revenue over (under) expenditures	(234,510)	(165,266)
Annual Required Contribution-Net	(195,722)	(143,421)
Other - Investment Income, etc.	1,000,234	(821,175)
Total Revenues	804,512	(964,596)
Net Revenues (Expenditures)	570,002	(1,129,862)
Net assets, beginning of year	7,531,325	9,050,116
Net assets, end of period	\$ 8,101,327	\$ 7,920,254

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE FEBRUARY 6, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE ADDITIONAL RESOURCES AND APPROPRIATIONS IN THE AMOUNT NOT TO EXCEED \$50,000 FOR THE PURCHASING AND PLANTING OF TREES</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">D. 11.</p>

Background

On January 16, 2024, the Council approved the Department of Public Works to enter into a Reforestation & Wetland Restoration Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for 2024. In this agreement, the MMSD agrees to cover the City's costs of planting a minimum of 150 trees on City right-of-way's, not to exceed \$50,000. This agreement is set to expire on December 31, 2024. The items covered under the agreement include the cost of the trees, planting supplies, topsoil, and contractor planting costs (if the City so chooses).

Fiscal Note

A budget amendment is required to appropriate additional funds to support the purchasing of trees, planting supplies, topsoil & contractor planting costs. MMSD has agreed to reimburse the City of Franklin for the purchases and supplies in a total not to exceed \$50,000.

The GL account for this amendment are as follows:

41-0000-4150.9822	Increase	\$50,000.00
41-0331-5821.9822	Increase	\$50,000.00

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-____, An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund to Provide Additional Resources and Appropriations in the Amount not to Exceed \$50,000 for the Purchasing and Planting of Trees.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE ADDITIONAL RESOURCES AND APPROPRIATIONS IN THE AMOUNT NOT TO EXCEED \$50,000 FOR THE PURCHASING AND PLANTING OF TREES

WHEREAS, on November 28, 2023, the Common Council adopted the 2024 Annual Budget; and

WHEREAS, on January 16, 2024, the Common Council approved a budget amendment be brought forward to provide additional resources and appropriations set forth; and

WHEREAS, the Department of Public Works has been advised to enter into an agreement with the Milwaukee Metropolitan Sewerage District (MMSD) expiring on December 31, 2024; and

WHEREAS, MMSD is set to reimburse the City of Franklin for the cost of trees, planting supplies, topsoil, and contractor planting costs (if the City so chooses) in the amount not to exceed \$50,000; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Franklin, Wisconsin as follows:

Section 1 The 2024 Budget for the Capital Outlay Fund shall be amended as follows:

Capital Outlay Fund

0000	Revenue	Grants - MMSD Trees	Increase	\$50,000.00
0331	Highway	Trees & Landscaping – MMSD	Increase	\$50,000.00

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JK</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;">2/6/2024</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p>Motion to authorize the Director of Health and Human Services to accept, execute and deliver the 2024 Division of Public Health Consolidated Contracts to continue funding health department grants.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">M.12.</p>

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 within the 2024 calendar year:

- PHHS Prevention Grant: \$4,372 (1/1/2024-9/30/2024)
- Bioterrorism Preparedness Grant (PHEP BP4 Carryover): \$32,196 (1/1/2024-6/30/2024)
- Bioterrorism Preparedness Grant (CRI BP4 Carryover): \$11,280 (1/1/2024-6/30/2024)
- Tobacco Control and Prevention WI WINS Grant: \$1,001 (1/1/2024-6/30/2024)
- Tobacco Control and Prevention (TPCP Community Intrvns): \$3,500 (1/1/2024-6/30/2024)

These grants assist the FHD in offering 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. The WI WINS Grant and TPCP Community Intrvns grant contracts were originally approved by council in August of 2023. The grant fund values listed above are the specific dollars carrying into 2024 for the budget cycle.

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 2024 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.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to authorize the acceptance, execution and delivery of the 2024 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **57850-5**

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:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by

Cody Wagner

31F480246CEC464

Name: Cody Wagner

Title: Office of Legal Counsel

1/12/2024

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Franklin Hd
for
2023 DPH LPHD Consolidated Contract

DPH Contract No.: 57850-5
Agreement Amount: \$52,349
Agreement Term Period: 10/1/2022 to 9/30/2024
GEARS Pre-Packet No: 25526, 25302, 25409

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

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

Modification Description: We are adding funding for the Preventative Health and Health Services Block Grant Program (Profile 159220) and the Public Health Emergency Preparedness Program (Profiles 155050 and 155191) We are decreasing funding for the Tobacco Prevention Control Program (Profiles 181004 and 181010). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Lauren Gottlieb

Title: Director of Health and Human Services

Signature: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

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

HIGH-RISK IT REVIEW

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

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin Hd	60	See Below	See Below	\$52,349

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
159220	CONS CONTRACTS PHHS	10/1/2022-9/30/2024	-	\$4,372	\$4,372	N/A
155050	BIOTERRORISM PREPAREDNESS	7/1/2023-6/30/2024	-	\$32,196	\$32,196	N/A
155191	BIOT PREPARE - CRI	7/1/2023-6/30/2024	-	\$11,280	\$11,280	N/A
181004	TPCP WI WINS	7/1/2023-6/30/2024	\$1,502	-\$501.00	\$1,001	N/A
181010	TPCP COMMUNITY INTRVNS	7/1/2023-6/30/2024	\$5,250	-\$1,750 00	\$3,500	N/A
					\$52,349	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	159220	155050	155191
FAIN	NB01TO000029	NU90TP922055	NU90TP922055
Federal Award Date	9/1/2023	6/6/2023	6/6/2023
Sub-award period of Performance Start Date	10/1/2022	7/1/2023	7/1/2023
Sub-award period of Performance End Date	9/30/2024	6/30/2024	6/30/2024
Amount of Federal Funds obligated (committed) by this action	\$4,372	\$32,196	\$11,280
Total Amount of Federal Funds obligated (committed)	\$4,372	\$32,196	\$11,280
Federal Award Project Description	Preventive Health and Health Services Block Grant- 2023	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC.
Federal Awarding Agency Name (Department)	Centers for Disease Control and Prevention	DHHS - CDC	DHHS - CDC
DHS Awarding Official Name	Debra K Standridge	Debra K Standridge	Debra K Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622	608-266-9622
Assistance Listing (formerly CFDA) Number	93 991	93 069	93 069
Assistance Listing (formerly CFDA) Name	Preventive Health and Health Services Block Grant	Public Health Emergency Preparedness	Public Health Emergency Preparedness
Total made available under each Federal award at the time of disbursement	\$3,021,333	\$11,917,508	\$11,917,508
R&D?	No	No	No
Indirect Cost Rate	7 9%	7 9%	7 9%

Local and Tribal Public Health Emergency Preparedness Contract Objectives Centers for Disease Control and Prevention (CDC) Cooperative Agreement Budget Period 1901-04 Carryover: July 1, 2023 – June 30, 2024

LTPHA BP-1901-04 Contract Objectives and Deliverables

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and Tribal public health agencies (LTPHAs) during the budget period from July 1, 2023 to June 30, 2024 with the goal of moving Wisconsin local and Tribal public health emergency preparedness efforts forward.

These objectives are based on the Public Health Emergency Preparedness and Response Capabilities, which CDC released in 2018 and updated in 2019. In addition, these objectives are written, where applicable, to align with CDC's latest Operational Readiness Review (ORR) Guidance. Objectives list corresponding ORR elements, where applicable. The Wisconsin state Public Health Emergency Preparedness (PHEP) Program will submit Action Plan in this budget period per CDC guidance. **There is no requirement for Cities Readiness Initiative (CRI) local planning jurisdictions or non-CRI local and Tribal agencies to submit ORR data in this budget period.**

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

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

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

Using PHEP Funds for Response

During this budget period, LTPHAs may use PHEP funding to support response activities if the activities support progress toward achieving CDC's public health preparedness and response capabilities and demonstrate related operational readiness. PHEP cooperative agreement funding is intended primarily to support preparedness activities that help ensure state and local public health departments are prepared to prevent, detect, respond to, mitigate, and recover from a variety of public health threats. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and Tribal governments to respond to public health threats. LTPHAs must receive prior approval from the Wisconsin PHEP program for any proposed response activities.

LTPHAs may use their PHEP funding to support Mpox response activities in the following categories, including but not limited to:

- Emergency operations coordination
- Risk communications
- Medical countermeasures dispensing and administration
- Nonpharmaceutical interventions
- Epidemiology and surveillance activities
- Laboratory testing surge activity
- Overtime for response staff (with prior approval)

Joint PHEP/HPP Activities

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

Required Reporting

Year-end reporting on all contract deliverables is due June 30, 2024. Required reporting will be accessed via the Partner Communications and Alerting (PCA) Portal once available. Additional information about year-end reporting will be communicated to local and Tribal preparedness staff throughout the budget period via email communications and PHEP Questions and Answers (Q&A) webinars. Local and Tribal preparedness staff should sign up to receive Public Health Emergency Preparedness email communications if they have not already.

Priority Capabilities

During this budget period, July 1, 2023 to June 30, 2024, the Wisconsin Department of Health Services is prioritizing the following capabilities:

- Capability 11: Nonpharmaceutical Interventions
- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Contract Objectives

Budget Management

1. All LTPHAs will submit a proposed budget by completing and uploading the PHEP BP4 Carryover Budget Template to the Partner Communication and Alerting (PCA) Portal [Local Preparedness Budget Management page](#). All LTPHAs will report final expenditures by editing the agency's original submitted Local and Tribal Preparedness Budget Form on the PCA Portal. Expenses for the PHEP BP4 Carryover budget period may be incurred between July 1, 2023 and June 30, 2024. To request access to the PCA Portal, please contact DHSPCAPortal@dhs.wisconsin.gov.
Deliverable 1: By November 15, 2023, submit the proposed budget on the PCA Portal.
Deliverable 2: By August 15, 2024, submit final expenditures on the PCA Portal.

Capability 1: Community Preparedness (recurring objectives)

Function 1: Determine risks to the health of the jurisdiction.

Corresponding Operational Readiness Review Element(s): CAP1.1a

2. (Joint PHEP/HPP Activity) All LTPHAs will conduct a hazard vulnerability assessment (HVA), update their current HVA, or participate in their regional Healthcare Emergency Readiness Coalition (HERC) HVA process or other collaborative HVA process to provide input and feedback. LTPHAs must incorporate considerations for populations that may be disproportionately impacted by incidents or events.
 - a. LTPHAs should strive to identify and prioritize jurisdictional risks, risk-reduction strategies, and risk-mitigation efforts in coordination with community partners and stakeholders.
 - b. To align with HERC HVA processes, LTPHAs should strive to identify resources that are most likely to be scarce in the event of each of the top 5 hazards.

Note: A hazard vulnerability assessment is sometimes also referred to as a hazard analysis or a risk assessment.

Deliverable 3: By June 30, 2024, conduct an HVA, update a current HVA, or participate in your regional HERC HVA process or other collaborative HVA process and report completion status, including how considerations for disproportionately impacted populations were incorporated. LTPHAs that do not participate in their regional HERC HVA process must share the results with their [regional HERC Coordinator](#).

Function 3: Coordinate with partners and share information through community social networks.

Corresponding Operational Readiness Review Element(s): PPS1.a-h, CAP1.3

3. (Joint PHEP/HPP Activity) All LTPHAs will play an active role in their regional Wisconsin [Healthcare Emergency Readiness Coalition](#) (HERC), including participation in strategic planning, relevant trainings, exercises, and other activities. Contact your [regional HERC Coordinator](#) for more information.
Deliverable 4: Through June 30, 2024, maintain involvement in regional HERC and report in what capacity your LTPHA was involved.

4. (Joint PHEP/HPP Activity) All LTPHAs will submit evidence of working with partners that support public health preparedness, response, or recovery activities. Identified partners may support risk-mitigation, coordinate delivery of public health messages and services, and improve emergency operation and preparedness services for their communities. These should include partners that support populations with access and functional needs.
Deliverable 5: By June 30, 2024, work with partners that support public health preparedness, response, or recovery activities and report 2-3 partners that serve populations with access and functional needs with whom you engage, including name, type, access and functional needs population groups represented, and current or planned methods for engagement.

Capability 3: Emergency Operations Coordination (recurring objectives)

Function 1: Conduct preliminary assessment to determine the need for activation of public health emergency operations.

Corresponding Operational Readiness Review Element(s): WDT1.a-b, Critical Contact Sheet (CCS)

5. All LTPHA staff assigned to preparedness and/or response roles will complete at minimum the following National Incident Management System (NIMS) courses within six months of hire or assignment: Introduction to Incident Command System (IS-100 c); Incident Command System for Single Resources and Initial Action Incidents (IS-200.c); National Incident Management System, An Introduction (IS-700 b); and National Response Framework, An Introduction (IS-800.d).
Deliverable 6: By June 30, 2024, all staff assigned to preparedness and/or response roles will complete minimum required NIMS courses (IS-100, IS-200, IS-700, IS-800) within six months of hire or assignment and LTPHAs will report completion status.
6. All LTPHAs will maintain a minimum of three emergency contacts on the PCA Portal and will update contact information annually. LTPHAs are strongly encouraged to include their health officer or Tribal health director as one of these contacts.
Deliverable 7: By June 30, 2024, ensure that your LTPHA has at least three staff with profiles on the PCA Portal and that these staff have reviewed their profile for accuracy, indicated their “emergency call list ranking”, and marked the checkbox next to “I have reviewed my profile”. Any changes to this contact information should be updated at the time of the change. LTPHA staff can make edits to their existing profile. If an LTPHA staff member profile needs to be removed, please send a request via email to DHSPCAPortal@dhs.wisconsin.gov.

Capability 12: Public Health Laboratory Testing (priority capability)

Function 2: Enhance laboratory communications and coordination.

7. All LTPHAs will have at minimum one representative attend or watch the recording of quarterly coordination calls with Office of Preparedness and Emergency Health Care (OPEHC) staff and representative(s) from the Wisconsin State Lab of Hygiene to enhance communications and coordination between laboratory and public health partners. These calls are anticipated to be included once per quarter during scheduled PHEP Q&A webinars.

Deliverable 8: By June 30, 2024, at minimum one representative will attend the quarterly coordination calls with OPEHC staff and representative(s) from the Wisconsin State Lab of Hygiene. If unable to attend a call, at minimum one representative will watch the recording.

Capability 15: Volunteer Management (recurring objectives)

Function 1: Recruit, coordinate, and train volunteers.

8. All LTPHAs will identify a jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator and review their contact information annually. Any changes in WEAVR administrator contact information should be reported at the time of the change by the Local Health Officer or Tribal Health Director to DHSWEAVRMail@dhs.wisconsin.gov.

Deliverable 12: By June 30, 2024, maintain jurisdictional WEAVR administrator contact information and report name, email, and phone.

Function 2: Notify, organize, assemble, and deploy volunteers.

9. All LTPHA Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrators will conduct at least one alerting drill or utilize the system during a real-world event to alert registered volunteers. Please contact DHSWEAVRMail@dhs.wisconsin.gov to set up a WEAVR orientation training or for questions or assistance needs regarding use of the system. WEAVR resources, including tip sheets, are available on the PCA Portal [Volunteer Management page](#).

Deliverable 13: By June 30, 2024, conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert registered volunteers and report name and date of drill or event, number of volunteers contacted, and number of volunteers that responded to the WEAVR message.

HSEEP Consistent After Action Report/Improvement Plan (recurring objective)

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

- c. All LTPHAs that received state-supplied vaccine to conduct a school-located mass vaccination exercise during budget period 4 (7/1/22 - 6/30/23) must complete an HSEEP consistent AAR/IP of the exercise using the Immunization Program Functional Exercise AAR/IP template. This AAR/IP will satisfy deliverable 14.
- d. Cities Readiness Initiative (CRI) jurisdictions are strongly encouraged to exercise processes for dispensing medical countermeasures (MCM) in dispensing vaccination clinics (DVC) sites.

For LTPHAs that received state-supplied vaccine to conduct a school-located mass vaccination exercise during budget period 4 (7/1/22 - 6/30/23): Deliverable 14: By April 30, 2024, post HSEEP consistent AAR/IP to the PCA Portal [After Action Reports page](#). LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that their agency

is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

For LTPHAs submitting other AARs: Deliverable 14: By June 30, 2024, post HSEEP consistent AAR/IP to the PCA Portal [After Action Reports page](#). LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

Self-directed Objective

11. All LTPHAs will identify and complete one preparedness activity of their choosing that is reviewed and approved by the Wisconsin state PHEP program. This objective must:
 - a) support the building or sustaining of at least one CDC public health emergency preparedness and response capability.
 - b) incorporate considerations for at least one population with access and functional needs.
 - c) include a clearly defined performance measure.
 - d) identify a reasonable associated deliverable to be met by June 30, 2024.

Deliverable 15: By June 30, 2024, all LTPHAs will identify and complete a self-directed deliverable of their choosing that has been reviewed and approved by the state PHEP program.

Example:

Capability 6: Information Sharing

(Name of Health Department/Tribal Health Center) will develop or maintain system(s) or process(es) for information exchange with community members and/or key partners to improve information sharing for situational awareness during routine operations and public health events or incidents.

Deliverable: By June 30, 2023, XX Health Department/Tribal Health Center will incorporate at minimum 2 additional demographic data metrics into existing public health data dashboards based on input from partners that serve populations with access and functional needs.

Additional examples of self-directed deliverables conducted by LTPHAs during PHEP Budget Period 4 (7/1/22 – 6/30/23) are available to reference on the PCA Portal Local and Tribal Objectives page. Additional information about how LTPHAs submit and receive approval on self-directed deliverables will be made available via email communication.

**Wisconsin Cities Readiness Initiative Contract Objectives
Centers for Disease Control and Prevention Public Health Emergency
Preparedness Cooperative Agreement
Budget Period 1901-04 Carryover: July 1, 2023 – June 30, 2024**

CRI BP-1901-04 Carryover Contract Objectives and Deliverables

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

Milwaukee County Zones

- Wauwatosa Health Department (Zone C)
- West Allis Health Department (Zone C)
- Franklin Health Department (Zone D)
- Greendale Health Department (Zone D)
- Greenfield Health Department (Zone D)
- Hales Corners Health Department (Zone D)
- Cudahy Health Department (Zone E)
- Oak Creek Health Department (Zone E)
- South Milwaukee/St Francis Health Department (Zone E)

Individual Reporting Jurisdictions

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

Cities Readiness Initiative (CRI)

Cities Readiness Initiative health department staff who would like to receive CRI related communications from WI DHS should subscribe to *Public Health Emergency Preparedness Planning: Operational Readiness Review - Cities Readiness Initiative* email communications. The Office of Preparedness and Emergency Health Care (OPEHC) will use this channel to communicate updates related to the Operational Readiness Review that pertain to Cities Readiness Initiative local planning jurisdictions.

Cities Readiness Initiative health department staff who would like to receive updates from DSLR should also subscribe to the Division of State and Local Readiness (DSLRL) Friday updates. DSLR is the Centers for Disease Control and Prevention (CDC) division that administers the Public Health Emergency Preparedness (PHEP) cooperative agreement. While some information shared in these updates are specifically intended for state PHEP staff, these emails include useful information for CRI jurisdictions, including updates about the Operational Readiness Review. Note that in CDC language, "recipient" refers to the State of Wisconsin agency PHEP program.

Questions regarding the Operational Readiness Review can be sent to OPEHC staff via the following email address: DHSOperationalReadinessReview@dhs.wisconsin.gov.

Objectives

As Wisconsin falls in the CDC's "Other Local Cities Readiness (CRI) Jurisdictions" risk category, our focus will be on maintaining *baseline* operational readiness for an anthrax event, and *full* operational readiness for a pandemic influenza event.

Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health

PHEP Operational Readiness Review Guidance – March 2022

Public Health Emergency Preparedness (PHEP) Cooperative Agreement: Guidance and Technical Assistance

Deliverables

Each CRI will:

1. Assure a main and back up staff have access to SAMS accounts to be added to the PHEP ORR Reporting and Tracking System (PORTS).
2. Submit a proposed budget and a year-end budget if applicable. Submit the proposed budget by completing and uploading the PHEP CRI Budget Template for BP4 Carryover to the PCA Portal Budget page. Updates for the year-end budgets can be made by editing the agency's original submitted budget on the PCA Portal Local Preparedness Budget Management page. Detailed instructions are at the top of the PCA Portal Budget page.
 - By November 15, 2023, submit the proposed budget on the PCA Portal.
 - By August 15, 2024, submit final expenditures on the PCA Portal.
3. Will complete BP4 requirements as released per CDC's PHEP Cooperative Agreement Guidance.

**Consolidated Contract Scope of Work
Preventive Health and Health Services (PHHS) Block Grant
Federal Fiscal Year 2023 (FFY23)**

During the contract period of October 1, 2022, through September 30, 2024, the agency receiving Preventive Health and Health Services Block Grant funding must agree to and implement the following program requirements:

Health Department Name: Franklin Health Department
Health Department Contact: Lauren Gottheb
Agency Number: 472787
FFY23 Total Allocation: \$4372

Selected Program(s):

Program 1: Implement Community-Based Interventions

Selected:	Yes	Allocation:	\$4372
Goal(s):	Support Mental Health and Prevent Suicide. Promote Healthy Lifestyles.		

Program 2: Accreditation/Reaccreditation

Selected:	No	Allocation:	\$0
Goal(s):			

Program 3: Collaborate with Partners to Assess Community Needs (CHA)

Selected:	No	Allocation:	\$0
Goal(s):			

Program 4: Collaborate with Partners to Address Community Needs (CHIP)

Selected:	No	Allocation:	\$0
Goal(s):			

Program 5: Implement Foundational Public Health Capabilities

Selected:	No	Allocation:	\$0
Goal(s):			

Program 6: Strengthen Workforce Planning, Systems, Process, and Policies

Selected:	No	Allocation:	\$0
Goal(s):			

**Preventive Health and Health Services Block Grant
Local and Tribal Health Department Quality Criteria
Grant Cycle: October 1, 2022-September 30, 2024 (FFY23)**

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. Contractors should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

Public health assessment and surveillance that identify community needs, and supports systematic, competent program planning and sound policy development with activities focused at both the individual and jurisdictional levels.

- a) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
- b) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
- c) Identification of the scientific basis (evidence base) for the intervention.

Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, where the scientific basis for the intervention can be documented (evidence-based practice), as well as delivery of public health programs for communities for the improvement of health status.

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.

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.

Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.

When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements") -- describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

- a) the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
- b) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources

If a conference/meeting/seminar is funded by the contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

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 referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.

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. Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

**Preventive Health and Health Services Block Grant
Local and Tribal Health Department Boundary Statement
Grant Cycle: October 1, 2022-September 30, 2024 (FFY23)**

Program Boundary Statement

The Preventive Health and Health Services (PHHS) Block Grant provides federal funding to states allowing recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and Tribal public health agencies and organizations.

The Division of Public Health (DPH) allocates PHHS funding to each local health department (LHD) and Tribe. DPH has identified a boundary statement identifying funding parameters within which the LHD, Tribe, or agency will carry out funded work. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, while broad, the PHHS Block Grant does not permit the use of funds in some instances. Therefore, unacceptable uses of funds are included in the boundary statement.

Agencies receiving PHHS Block Grant funds from the Division of Public Health are not required to submit a budget. Agencies are reminded they must assure expenses are consistent with the contract. Everything an agency does is available to the public. LHDs, Tribes, and agencies are encouraged to leverage resources across categorical funding to achieve common goals.

All funding recipients are required to follow applicable federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards found at:

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Acceptable Uses of Funding

The PHHS Block Grant gives grantees the flexibility to prioritize the use of funds to:

- Address emerging health issues and gaps.
- Decrease premature death and disabilities by focusing on the leading preventable risk factors.
- Work to achieve health equity and eliminate health disparities by addressing the social determinants of health.
- Support local programs to achieve healthy communities.
- Establish data and surveillance systems to monitor the health status of targeted populations.
- Improve agency operations, build capacity, and achieve accreditation through implementation of effective programmatic and administrative areas central to the agency's objectives.
- Support agency efforts to attain or maintain Public Health Accreditation Board (PHAB) accreditation.
- Supplement or expand grantee services or efforts.
- Increase hours of part-time staff to increase capacity.

Success is achieved by:

- Using evidence-based methods and interventions.
- Reducing risk factors.
- Establishing policy, social, and environmental changes.
- Leveraging other funds.
- Continuing to monitor progress towards selected outcomes and re-evaluate funded activities.
- Reflecting Healthy People and the State Health Improvement Plan in programing.

Unacceptable Uses of Funding

While the PHHS Block Grant allows for flexibility in usage to address local priorities, there are some activities and usage of funds that are not allowed. According to PHHS Block Grant guidance, non-allowable uses for these funds include:

From the Preventive Health and Health Services Block Grant 2023 WI DHS Notice of Award (NOA):

- Purchasing of naloxone.
- Purchasing of syringes.
- Drug disposal programs (drop-boxes, bags, or other devices, and/or take-back events) are not permissible under this funding opportunity.
- Clinical care (except as allowed by law).
- Publicity and propaganda (lobbying)
- Preparing, distributing, or using material (publicity/propaganda) or paying the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships.

From 42 U.S. Code Part A – Preventive Health and Health Services Block Grants:

- Providing financial assistance to any entity other than a public or non-profit private entity.
- Providing inpatient services; offering cash payment to recipients of health services.
- Purchasing or improving land; purchasing, constructing, or permanently improving a building or facility.
- Purchasing of major medical equipment.
- Using as a match requirement for Federal funds.

A detailed, comprehensive list of funding allowances from the CDC can be found at <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Reporting Requirements:

Mid-year and year-end performance reporting will be required from all recipients.

References

- [CDC Preventive Health and Health Services Block Grant](#)
- [CDC General Terms and Conditions for Non-Research Grant and Cooperative Agreement](#)
- [42 U.S. Code Part A – Preventive Health and Health Services Block Grants](#)

Certificate Of Completion

Envelope Id A0266BC4417B42B09909AB57B5914C12
Subject MP - Franklin HD - 2023 DPH Consolidated Contract- 57850-5
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Certificate Pages 5 Initials 0
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Envelope Stamping Enabled
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Envelope Originator
Yvette Smith
1 West Wilson St
Madison, WI 53703
yvettea.smith@dhs.wisconsin.gov
IP Address 165.189.255.23

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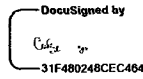
Location DocuSign

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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



Signature Adoption Uploaded Signature Image
Using IP Address 107.208.176.202

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Signed 1/12/2024 1 25:07 PM

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Lauren Gottlieb
LLube@franklinwi.gov
Director of Health and Human Services
Security Level Email, Account Authentication
(None)

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Resent 1/26/2024 2 42:44 PM
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Electronic Record and Signature Disclosure:
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Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted 2/1/2024 8 47:41 AM
ID 715f47f9-aa50-4e21-be65-34b8c9916a43

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)

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Status

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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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Timestamps

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Payment Events

Status

Timestamps

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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.

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

To contact us by email send messages to: DHSCContractCentral@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 DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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

To request paper copies from Wisconsin Department of Health Services

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

To withdraw your consent with Wisconsin Department of Health Services

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

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

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

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

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

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

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

APPROVAL <i>SJR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 6, 2024
REPORTS & RECOMMENDATIONS	List of Donations for October - December, 2023	ITEM NUMBER <i>B.13.</i>

Background

Various residents and businesses contribute to City. Donations were designated for several purposes, Fire/EMS, Police/Crime Prevention, the Police Department, Police K-9 Unit, the Health Department, the Civic Celebration and Kayla's Playground. A list of the donors and amounts follows:

Date	Description	CREDIT
11/2/2023	JENNIFER SCHWINGLE	118.00
	Journal Totals - Police K-9 Unit	118.00
12/05/2023	B S T LLC MULLIGANS PUB	1,000.00
	Journal Totals - Police/Crime Prevention	1,000.00
10/23/2023	SCHICK, MAUREEN	40.00
11/02/2023	BRENWOOD SENIOR APTS	200.00
11/06/2023	WALMART	3,000.00
12/05/2023	B S T LLC MULLIGANS PUB	1,500.00
	Journal Totals - Other Police	4,740.00
10/16/2023	FOSTER, HILARY	50.00
10/19/2023	KNUTSON, JENNIFER	40.00
10/20/2023	TUFFORD, LAUREN	40.00
11/14/2023	RUNTE, SHELLY	40.00
	Journal Totals - Kayla's Playground	170.00
11/06/2023	WALDENA ENTERPRISES	2,500.00
	Journal Totals - Fire Miscellaneous	2,500.00
12/11/2023	UNIVERSITY OF WI MADISON	2,500.00
	Journal Totals - Health Department	2,500.00

10/17/2023	CITIZEN DONATION	100.00
	Journal Totals - Fire/EMS	100.00
11/06/2023	VICTORY OF THE LAMB	388.25
	Journal Totals - Fire Safety - Schools	388.25
10/02/2023	JAMES TIMOTHY BILD	50.00
10/30/2023	JOHNS DISPOSAL SERVICE	250.00
11/10/2023	BULLY HOLIDAY HOLDINGS	100.00
11/15/2023	POP'S MARKETPLACE LLC	100.00
11/20/2023	MATHEWS, DANIELLE	100.00
11/20/2023	AUNTIES A'S SWEETS & TRERATS	100.00
11/21/2023	ALL AMERICAN GUTTER PROTECTION	100.00
	Journal Totals - Civic Celebrations	800.00

COUNCIL ACTION REQUESTED

Motion to acknowledge and accept donations received for October - December, 2023 from various Franklin residents and businesses.

Finance Dept. - DB

<p>APPROVAL SR</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 02/06/24</p>
<p>LICENSES AND PERMITS</p>	<p>MISCELLANEOUS LICENSES</p>	<p>ITEM 02/NUMBER H.</p>

See attached License Committee Meeting Minutes from the License Committee Meeting of February 6, 2024.

COUNCIL ACTION REQUESTED

Approval of the minutes of the License Committee Meeting of February 6, 2024.

CITY CLERK'S OFFICE



License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
February 6, 2024 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 5:50 p.m.	Robert Meyer Hideaway Pub & Eatery			
Class A Combination 2023-2024 5:55 p.m.	DBA 7-Eleven #35834H 7-Eleven, Inc. Lisa Hansen, Agent 7610 W Rawson Ave			
Operator 2023-2024 Renewal	Bruce Follo No Location			
Operator 2023-2024 New	Manmohit Kumar Mann Liquor & Indian Grocery			
Operator 2023-2024 New	Brent Lipinski The Landmark			
Operator 2023-2024 New	Amy Purvis Walgreens #15020			
Operator 2023-2024 New	Adam Scanlan Polonia Sport Club			
Operator 2023-2024 New	Joanna Shebesta Polonia Sport Club			
Operator 2023-2024 New	Nicole Valle Walgreens #15020			
Temporary Entertainment & Amusement	Franklin Health Department Person in Charge: Megan Conway Event: Outdoor Movie Night Location: City Hall Lawn & Lions Legend Park – 9229 W Loomis Rd & 8030 S Legend Dr Event Date: 06/21/2024			
3.	Adjournment	Time:		

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

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">DB</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/6/2024</p>
<p style="text-align: center;">Bills</p>	<p style="text-align: center;">Vouchers and Payroll Approval</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">I</p>

Attached are vouchers dated January 12, 2024 through February 1, 2024, Nos. 195870 through Nos. 196601 in the amount of \$ 23,152,786.81. Also included in this listing are EFT Nos. 5563 through EFT Nos. 5592, Library vouchers totaling \$ 22,514.21, Tourism vouchers totaling \$ 34,805.00, Water Utility vouchers totaling \$ 16,688.55 and Property Tax Refunds in the amount of \$ 123,642.05. Voided checks in the amount of \$ (5,870.97) are separately listed.

Early release disbursements dated January 12, 2024 through January 31, 2024 in the amount of \$ 22,565,363.35 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. 495 through EFT Nos. 497 and EFT Nos. 343 (S) through 344 (S) dated January 17, 2024 through January 31, 2024, in the amount of \$ 86,617.37. There is also an additional \$ 30,906,398.71 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated January 26, 2024 is \$ 510,858.21, previously estimated at \$ 505,000. Payroll deductions dated January 26, 2024 are \$ 615,359.05, previously estimated at \$ 620,000. The estimated payroll for February 9, 2024 is \$ 480,000 with estimated deductions and matching payments of \$ 276,000.

Property tax settlements from US Bank, EFT Nos. 5581, 5582, 5583, 5585 and 5590 in the amount of \$ 21,062,265.98 were erroneously paid from the City bank code rather than the Property bank code in BS&A. This will be corrected via journal entry.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of February 1, 2024 in the amount of \$ 23,152,786.81
- Payroll dated January 26, 2024 in the amount of \$ 510,858.21 and payments of the various payroll deductions in the amount of \$ 615,359.05, plus City matching payments and
- Estimated payroll dated February 9, 2024 in the amount of \$ 480,000 and payments of the various payroll deductions in the amount of \$ 276,000, plus City matching payments.

ROLL CALL VOTE NEEDED