

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*
WEDNESDAY, JANUARY 3, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
 - 1. Citizen Comment Period.
 - 2. A Proclamation in Recognition of Chief of Police Richard P. Oliva.
- C. Approval of Minutes: Regular Common Council Meeting of December 19, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Updates to the ROC Ballpark Commons Noise Solutions and Enchant Christmas.
 - 2. A Resolution Authorizing the Installation of a Fence Within the 30 Foot Planting Strip Plat Restriction, Upon Lot 2 in Southwood East Addition No. 2 Subdivision (4107 West Barnwood Court) (Mark Anhalt, Applicant).
 - 3. A Resolution Conditionally Approving a 1 lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and Lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (by Poths General LLC, Applicant, Initech LLC, Property Owner) (approximately 7154 South 76th Street).
 - 4. An Ordinance to amend Section 15-3.0447 of the Unified Development Ordinance Planned Development District No. 42 (Poths General) to amend landscaping requirements as it pertains to the quantity of plantings required (Poths General LLC, Applicant) (at approximately 7154 South 76th Street).
 - 5. A Resolution to amend Resolution Nos. 88-3175, 95-4217, 99-4875, 99-4933, 2004-5733 (not recorded), 2004-5736, and 2015-7074 imposing conditions and restrictions for the approval of a Special Use Amendment for properties located at 6381, 6411, 6455 and 6421 South 108th Street to allow for construction of a 15,360 square foot expansion of the Hiller Ford parts warehouse building and associated site paving modifications upon property located at 6455 South 108th Street (Hiller Ford, Inc. and Dealership Properties, Inc., Applicants).

Common Council Meeting Agenda

January 3, 2024

Page 2

6. Motion to approve from the Director of Health and Human Services to accept the 2024 Division of Public Health Consolidated Grant Contracts.
7. Motion to approve from the Director of Health and Human Services to sign the Medical College of Wisconsin affiliation agreement to host a volunteer student intern in 2024.
8. Motion to approve from the Director of Health and Human Services to accept the 2024 Strategic Prevention Framework – Partnerships for Success Grant contract.
9. A Resolution to Execute S. 116th Street Trail Project Change Order No. 5 to GRAEF-USA, INC. to Prepare a Phase 2.5 Hazardous Materials Investigation for \$40,000.
10. An Ordinance to amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund to carryforward \$234,700 of unused 2023 Fire Department building improvement appropriations.
11. An Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budgets for the General Fund to move \$11,578.38 of Unrestricted Contingency Appropriations to Fire Department Auto Maintenance Appropriations.
12. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budgets for the Capital Improvement Fund to Provide Additional \$43,500 Appropriations for the School Traffic Light Project.
13. Authorize Promotion and Wage Adjustment for Marion Ecks to Principal Planner (Grade Level 9; Hourly Rate of \$35) - Account 01-0621-5111.
14. Request Council Approval of an Updated Job Description for the Administrative Assistant Position, Formally the Secretary Position.
15. Request Council Approval of an Updated Job Description for the Permit Licensing Specialist Position, Formally the Administrative Clerk Position.
16. Schedule Committee of the Whole Meeting for January 8, 2024 or such other date as the Common Council otherwise determines is appropriate.
17. Evaluation and Final Selection of Proposed Tax Assessment Services. The Common Council may enter closed session pursuant 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.
18. Confirmation of the Appointment of Shirley Roberts as Director of Clerk Services. The Common Council may enter closed session pursuant to Wis. Stats. § 19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social, or personal histories of specific persons which, if discussed in public, would be likely to have substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of January 3, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

Common Council Meeting Agenda

January 3, 2024

Page 3

J. Adjournment.

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

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

REMINDERS:

January 16	Common Council Meeting	6:30 p.m.
January 19	Plan Commission	6:00 p.m.
February 6	Common Council Meeting	6:30 p.m.
February 8	Plan Commission	6:00 p.m.
February 20	Common Council Meeting	6:30 p.m.

BLANK PAGE

B.2.

City of Franklin Proclamation

A PROCLAMATION IN RECOGNITION OF CHIEF OF POLICE RICHARD P. OLIVA

WHEREAS, Richard P. Oliva was hired by the City of Franklin to become and became the Chief of Police on May 17, 2005; Richard P. "Rick" Oliva previously served in the City of Milwaukee Police Department commencing in July 1978, serving many positions and duties, including, but not limited to Patrol Officer, Patrol Sergeant, District Shift Commander, Patrol Support Division Lieutenant, Patrol Support Division Captain and District Station Captain, serving the City of Milwaukee for nearly 27 years; and

WHEREAS, in addition to his substantial raising the levels experience, Chief Oliva also endeavored to add substantial educational credits to his service, including obtaining a Bachelor's Degree in Criminal Justice from the University of Wisconsin-Milwaukee in 1982, a Master's Degree in Public Administration from the University of Wisconsin-Milwaukee in 1991, and Chief Oliva received a Certificate of Completion from the FBI National Academy in 1996, all supporting and enhancing his innate leadership skills and dedication; and

WHEREAS, Chief Oliva attained many accomplishments throughout his career, including, but not limited to receiving the Wisconsin Law Enforcement Journal's Distinguished Service Award in 1993, being a founding member of the Midwest Gang Crime Investigators Association, being a member of the Governor's Gang Task Force which successfully implemented first ever State laws specifically addressing gang crime, approved, directed and implemented hours and hours of training for specialized units, and enhanced collaboration between the Police Department and citizens as an active member of the Community Safety Coalition while serving the City of Milwaukee; and

WHEREAS, throughout Chief Oliva's term of leadership in the City of Franklin, the Franklin Police Department has set a high level of engagement with Community outreach and Community involvement, with many ongoing programs provided by the Franklin Police Department, such as the Franklin Neighborhood Watch, and providing safety education information and recommendations to schools, church congregations and businesses in the City, and others in the Community, in addition to the Franklin Police Department working cooperatively and proactively with other area Police Departments to protect the public health, safety and welfare; and

WHEREAS, the leadership of Chief Oliva is appropriately summarized in the Franklin Police Department Mission Statement: "Providing high-quality service with integrity and honor", and the Franklin Police Department Vision Statement: "To be a model of professionalism and efficiency in the law enforcement community, reduce crime, enhance safety, and improve the quality of life in our community"; and

WHEREAS, while Chief Oliva continues to provide his substantial services to all as of the date hereof, and the Chief having worked to ensure continuing Command Staff that will carry on the Mission and Vision of the Department, after over 45 years of service, including his last over 18 years with the City of Franklin, Chief of Police Richard P. Oliva is going to retire from his position on January 2, 2024; and

WHEREAS, Rick Oliva is a one of a kind human being, for the good of all.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the staff of City government, and all of those public officials and staff who know you and worked with you, and all of the People that you have served, hereby wish you Good Luck and Godspeed, Rick.

Presented to the City of Franklin Common Council this 19th Day of December, 2023.


John R. Nelson, Mayor

BLANK PAGE

CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 19, 2023
MINUTES

ROLL CALL A. The regular meeting of the Franklin Common Council was held on December 19, 2023, 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 Ed Holpfer, Alderman Yousef Hasan, Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Alderwoman Michelle Eichmann was not present. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, City Clerk Karen Kastenson and Deputy City Clerk Shirley Roberts.

CITIZEN COMMENT B.1. Citizen comment period was opened at 6:32 p.m. and was closed at 6:38 p.m.

MINUTES
DECEMBER 5, 2023 C. Alderman Barber moved to approve the minutes of the Common Council meeting of December 5, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

MAYORAL
APPOINTMENTS Alderman Barber moved to confirm the following Mayoral appointments of:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2-Tourism Commission for a 1-year term expiring 12/31/2024.
2. Barbara Wesener, 7479 Carter Circle S., Ald. Dist. 5-Tourism Commission for a 1-year term expiring 12/31/2024.
3. Edward Holpfer, 8058 S. 77th Street, Ald. Dist. 1-Tourism Commission for a 1-year term expiring 12/31/2024.
4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5-Tourism Commission for a 1-year term expiring 12/31/2024.
5. Jeffrey Kuderski, 8135 W. High St., Ald. Dist. 1-Tourism Commission for a 1-year term expiring 12/31/2024.

Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

Alderman Barber moved to confirm the appointments of Election Inspectors and Alternates as submitted for 2024-2025.

Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

- UPDATE TO NOISE ISSUES AT THE ROC BALLPARK COMMONS & ENCHANT CHRISTMAS
- G.1. Mayor to provide an update on the solutions to noise issues at the ROC Ballpark Commons. Laura Nelson with Engage Franklin provided an update on Enchant Christmas.
- UPDATE DOR CONCERNS
- G.2. Wisconsin State Representative Chuck Wichgers provided an update on Department of Revenue Concerns.
- SANITARY SEWER & WATER SYSTEMS FACILITIES IMPACT FEES AMENDMENT
- G.3. Alderman Barber moved to accept the Public Facilities Needs Assessment and Impact Fee Study draft for Sanitary Sewer System Facilities and Water System Facilities, with any changes the Council deems appropriate and direct that a Public Hearing be held on January 16, 2024 to consider input and adopt a revised Impact Fee Ordinance. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2023-8070 SPECIAL USE AMENDMENT AT 7407 S. 27TH ST., MASTER-HALCO, INC., APPLICANT, PLATT CONSTRUCTION INC., OWNER
- G.4. Alderwoman Day moved to adopt Resolution No. 2023-8070, A RESOLUTION FOR THE APPROVAL OF A SPECIAL USE AMENDMENT FOR A FENCE WAREHOUSE, DISTRIBUTION, AND FABRICATION BUSINESS USE WITH OUTDOOR STORAGE UPON PROPERTY LOCATED AT 7407 SOUTH 27TH STREET (BY MASTER-HALDCO, INC. APPLICANT, PLATT CONSTRUCTION INC., PROPERTY OWNER) and to include an additional barrier or slats within the fence on the south side. Seconded by Alderman Craig. On roll call, Alderman Craig and Alderwoman Day voted Aye, Alderman Barber, Alderman Hasan and Alderman Holpfer voted No, Motion failed (2-3-1).
- Alderman Barber moved to adopt Resolution No. 2023-8070, A RESOLUTION FOR THE APPROVAL OF A SPECIAL USE AMENDMENT FOR A FENCE WAREHOUSE, DISTRIBUTION, AND FABRICATION BUSINESS USE WITH OUTDOOR STORAGE UPON PROPERTY LOCATED AT 7407 SOUTH 27TH STREET (BY MASTER-HALDCO, INC. APPLICANT, PLATT CONSTRUCTION INC., PROPERTY OWNER. Seconded by Alderman Hasan. On roll call, Alderman Barber, Alderman Hasan and Alderman Holpfer voted Aye, Alderman Craig and Alderwoman Day voted No. Motion carried (3-2-1).
- ORD. 2023-2572 AMEND UDO AT TABLE 15-3.0603 FOR
- G.5. Alderman Craig moved to adopt Ordinance No. 2023-2572, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD

OFFICES & CLINICS
OF CHIROPRACTORS,
ELEAH GLANDER,
GLANDER FAMILY
CHIROPRACTIC,
APPLICANT

INDUSTRIAL CLASSIFICATION TITLE NO. 8041 "OFFICES
AND CLINICS OF CHIROPRACTORS" TO ALLOW SUCH USE
AS A SPECIAL USE IN THE M-1 LIMITED INDUSTRIAL
DISTRICT (ELEAH GLANDER, GLANDER FAMILY
CHIROPRACTIC, APPLICANT). Seconded by Alderman Barber.
All voted Aye; motion carried.

RES. 2023-8071
SPECIAL USE FOR
CHIROPRACTIC
OFFICE AT 11217 W.
FOREST HOME AVE.
ELEAH GLANDER,
GLANDER FAMILY
CHIROPRACTIC,
APPLICANT,
ANDERSON
COMMERCIAL GRP,
OWNER

G.6. Alderman Holpfer moved to adopt Resolution No. 2023-8071, A
RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A
CHIROPRACTIC OFFICE AND SERVICES BUSINESS USE
UPON PROPERTY LOCATED AT 11217 WEST FOREST HOME
AVENUE (BY ELEAH GLANDER, GLANDER FAMILY
CHIROPRACTIC, APPLICANT, ACG ACQUISITIONS #10 LLC
(D/B/A ANDERSON COMMERCIAL GRP, PROPERTY OWNER)
Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2023-8072
AMEND RES. NO.
2022-7873 CONDO
COMPLEX DEV. AT
12000 W. LOOMIS RD.,
BEAR DEV., LLC,
APPLICANT,
BOOMTOWN, LLC,
OWNER

G.7. Alderman Craig moved to adopt Resolution No. 2023-8072, A
RESOLUTION TO AMEND RESOLUTION NO. 2022-7873
IMPOSING CONDITIONS AND RESTRICTIONS FOR THE
APPROVAL OF A SPECIAL USE FOR A CONDOMINIUM
COMPLEX DEVELOPMENT USE UPON PROPERTY LOCATED
AT 12000 WEST LOOMIS ROAD (STEPHEN R. MILLS,
PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT,
BOOMTOWN, LLC, PROPERTY OWNER). Seconded by
Alderman Holpfer. All voted Aye; motion carried.

RES. 2023-8073
SPECIAL USE FOR
DRINKING PLACE AT
10064 W. LOOMIS RD.,
RANDY LARSON, ON
CLOUD WINE,
APPLICANT

G.8. Alderman Craig moved to adopt Resolution No. 2023-8073, A
RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A DRINKING
PLACE (WITHOUT DRIVE-THROUGH FACILITIES) USE UPON
PROPERTY LOCATED AT 10064 W. LOOMIS ROAD, (RANDY
LARSON, ON CLOUD WINE, APPLICANT). Seconded by
Alderman Barber. On roll call, Alderman Craig, Alderman Barber,
Alderman Day, Alderman Holpfer all voted Aye; Alderman Hasan
Abstained, motion carried (4-0-1-1).

RES. 2023-8074
SPECIAL USE FOR
MEAT SMOKER
ENCLOSURE AND
OVERNIGHT FOOD
TRUCK PARKING AT

G.9. Alderman Barber moved to adopt Resolution No. 2023-8074, A
RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A MEAT
SMOKER ENCLOSURE AND OVERNIGHT FOOD TRUCK
PARKING UPON PROPERTY LOCATED AT 7740 S LOVERS
LANE RD, SUITE 400. (BY THOMAS GREEN, JR., MR. GREENS

7740 S LOVERS LANE
RD., SUITE 400,
THOMAS GREEN, JR.,
MR. GREENS BBQ,
APPLICANT,
FRANKLIN
WYNDHAM LLC,
OWNER

BBQ, APPLICANT/FRANKLIN WYNDHAM LLC, PROPERTY OWNER). Seconded by Alderwoman Day. All voted Aye; motion carried.

RES. 2023-8075
SPECIAL USE FOR
LIQUOR, TOBACCO, &
MISC. RETAIL SALES
AT 7730 S. LOVERS
LANE RD.,
DHARMESH
GHELANI, AK
DEVELOPERS LLC,
APPLICANT,
FRANKLIN
WYNDHAM LLC,
OWNER

G.10. Alderman Craig moved to adopt Resolution No. 2023-8075, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR LIQUOR, TOBACCO, & MISC. RETAIL SALES UPON PROPERTY LOCATED AT 7730 S. LOVERS LANE RD. (BY DHARMESH GHELANI, AK DEVELOPERS LLC, APPLICANT/FRANKLIN WYNDHAM LLC, PROPERTY OWNER). Seconded by Alderwoman Day. On roll call, Alderman Holpfer, Alderwoman Day, Alderman Barber, Alderman Craig all voted Aye; Alderman Hasan Abstained, motion carried (4-0-1-1).

RES. 2023-8076
CONSERVATION
EASEMENT AND CSM
AT 9410 S. 76TH
STREET AND 7520 W.
RYAN RD., ALEX
SCHELER, CARMA
LABORATORIES, INC,
APPLICANT AND
OWNER

G.11. Alderman Holpfer moved to adopt Resolution No. 2023-8076, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP (BY ALEX SCHELER, CARMA LABORATORIES, INC, APPLICANT, CARMA LABORATORIES, INC, PROPERTY OWNER) (9410 S. 76TH STREET AND 7520 W. RYAN RD.). Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2023-8077
BUFFERYARD
EASEMENT AND CSM
AT 7520 W. RYAN RD.,
ALEX SCHELER,
CARMA
LABORATORIES, INC,
APPLICANT AND
OWNER

G.12. Alderman Hasan moved to adopt Resolution No. 2023-8077, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP (BY ALEX SCHELER, CARMA LABORATORIES, INC, APPLICANT, CARMA LABORATORIES, INC, PROPERTY OWNER) (9410 S. 76TH STREET AND 7520 W. RYAN RD.). Seconded by Alderman Holpfer. All voted Aye; motion carried.

JOB DESCRIPTION
FOR PROBATIONARY

G.13. Alderman Holpfer moved to approve Job Description for the position of Probationary Firefighter-EMT, being a temporary status position

- FIREFIGHER-EMT for the purposes of employee recruitment. Seconded by Alderman Hasan. All voted Aye; motion carried.
- EMERGENCY G.14. Alderman Hasan moved to approve an emergency appropriation through a budget amendment for engine repairs to MED 112, transferring funds from 2023 General Fund- Unrestricted Contingency (Account Number 01-0199-5499) to the Auto Maintenance operating budget (Account 01-0221-5241) to fund the repairs in the amount of \$11,578.38, subject to an approval of a budget amendment being brought back to the January 3, 2024 Common Council meeting. Seconded by Alderman Barber. All voted Aye; motion carried.
- CONTINGENCY FOR
ENGINE REPAIRS TO
MED 112
- BUDGET G.15. Alderman Barber moved to approve to authorize a Budget Modification Amendment encumbering \$234,700 from 2023 Capital Outlay Fund (Account 41-0221-5822) to the 2024 budget to allow project completion in 2024, subject to an approval of a budget amendment being brought back to the January 3, 2024 Common Council meeting. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.
- MODIFICATION
AMENDMENT FROM
2023 CAPITAL
OUTLAY FUND TO
2024 BUDGET
- AGREEMENT WITH G.16. Alderman Barber moved to approve the Quarry Monitoring Professional Services Agreement for calendar year 2024 with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$55,000; subject to technical corrections by staff and submittal of certificate of insurance. Seconded by Alderman Hasan. All voted Aye; motion carried.
- STANTEC
CONSULTING
SERVICES INC. FOR
QUARRY
MONITORING
SERVICES FOR 2024
- RES. 2023-8078 G.17. Alderman Holpfer moved to adopt Resolution No. 2023-8078, A RESOLUTION TO BE COMPENSATED \$250.00 BY WISCONSIN DEPARTMENT OF TRANSPORTATION FOR 50 SQUARE FEET OF A TEMPORARY LIMITED EASEMENT AT 7979 W. RYAN ROAD (TKN 896-9990-001). Seconded by Alderwoman Day. All voted Aye; motion carried.
- TEMPORARY
LIMITED EASEMENT
AT 7979 W. RYAN RD.
- WI DOT PATHWAY G.18. Alderman Barber moved to direct staff to work with WisDOT on a pathway project as a rural section path on the west side from W. St. Martins Road up to the Monastery entrance then the east side over the bridge. Public meeting will be held on January 30, 2024 from 4-6 p.m. at the Franklin Public Library. Seconded by Alderman Hasan. All voted Aye; motion carried.
- PROJECT ON S.
LOVERS LANE RD.
- RES. 2023-8079 G.19. Alderman Holpfer moved to adopt Resolution No. 2023-8079, A RESOLUTION TO AWARD LANDMARK STRUCTURES I, LP A CONTRACT TO CONSTRUCT ELEVATED WATER STORAGE TANK (CONTRACT B) AT 8120 S. LOVERS LANE ROAD (TKN
- WATER STORAGE
TANK CONTRACT TO
LANDMARK

STRUCTURES I, LP AT
8120 S. LOVERS LANE
RD.

801-9986-000) IN THE AMOUNT OF \$6,833,000. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2023-8080
WATER
TRANSMISSION MAIN
CONTRACT TO
DORNER, INC. AT S.
LOVERS LANE

G.20. Alderman Hasan moved to adopt Resolution No. 2023-8080, A RESOLUTION TO AWARD DORNER, INC. A CONTRACT TO CONSTRUCT WATER TRANSMISSION MAIN (CONTRACT A) ALONG S. LOVERS LANE IN THE AMOUNT OF \$840,366. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2023-2573
MODIFY MUNICIPAL
CODE SECTIONS 245-5
D & F DESIGNATING
PARKING ZONES AT
FOREST PARK
MIDDLE SCHOOL &
SOUTHWOOD GLEN
ELEMENTARY
SCHOOL

G.21. Alderman Hasan moved to adopt Ordinance No. 2023-2573, AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 D. (4) DESIGNATING NO PARKING ON SOUTH SIDE OF W. FOREST HILL AVENUE IN THE VICINITY OF FOREST PARK MIDDLE SCHOOL (8225 W. FOREST HILL AVENUE) AND MODIFY THE MUNICIPAL CODE SECTION 245-5 F. DESIGNATING PARKING IN SCHOOL ZONES FOR BOTH SIDES OF S. 35TH STREET IN THE VICINITY OF SOUTHWOOD GLEN ELEMENTARY SCHOOL (9090 S. 35TH STREET). Seconded by Alderman Holpfer. All voted Aye; motion carried.

AGREEMENT WITH
GEOGRAPHIC
MARKETING
ADVANTAGE, LLC
FOR GIS SERVICES
FOR 2024

G.22. Alderman Barber moved 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. Seconded by Alderman Hasan. All voted Aye; motion carried.

JOB DESCRIPTION
FOR CLERK'S
DEPARTMENT
ADMINISTRATIVE
ASSISTANT

G.23. Alderman Barber moved to approve the updated Job Description for the Administrative Assistant Position that was formally the Secretary Position. Alderman Barber called for the question. Seconded by Alderman Hasan. On roll call, Alderman Barber and Alderman Hasan voted Aye, Alderman Craig, Alderwoman Day and Alderman Holpfer voted No, motion failed (2-3-1).

Alderman Barber moved to approve the updated Job Description for the Administrative Assistant Position that was formally the Secretary Position. Seconded by Alderman Hasan. On roll call, Alderman Barber and Alderman Hasan voted Aye, Alderman Craig, Alderwoman Day and Alderman Holpfer voted No, motion failed (2-3-1).

Alderman Holpfer moved to table the updated Job Description for the Administrative Assistant Position that was formally the Secretary

Position to the January 3, 2024 Common Council meeting with staff bringing back the requested information regarding funding. Seconded by Alderwoman Day. All voted Aye, except Alderman Barber. Motion carried.

JOB DESCRIPTION
FOR CLERK'S
DEPARTMENT
PERMIT LICENSING
SPECIALIST

G.24. Alderman Barber moved to approve the updated Job Description for the Permit Licensing Specialist Position that was formally the Administrative Clerk Position. Motion failed due to a lack of a second.

Alderman Hasan moved to table the updated Job Description for the Administrative Assistant Position that was formally the Secretary Position to the January 3, 2024 Common Council meeting with staff bringing back the requested information regarding funding. Seconded by Alderwoman Day. On roll call, Alderman Craig, Alderwoman Day, Alderman Hasan and Alderman Holpfer all voted Aye, Alderman Barber voted No, Motion carried (4-1-1).

MODIFY457(b)
RETIREMENT
SAVINGS PLAN

G.25. Alderman Holpfer moved to authorize a Resolution for Inclusion Under the State of Wisconsin Deferred Compensation plan, allowing staff to implement plans (including Roth options), terminate contributions through AXA/Equitable. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2023-2574
AMEND ORD. 2022-
2521
2023 ANNUAL
BUDGET

G.26. Alderman Barber moved to adopt Ordinance No. 2023-2574, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND AND CAPITAL OUTLAY FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM 2022 FOR SPECIFICALLY IDENTIFIED PROJECTS IN THE AMOUNT OF \$323,187. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

2024 PROPERTY AND
CASUALTY
INSURANCE
COVERAGE

G.27. Alderman Barber moved to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), MPIC, Hanover, and ACE American Insurance Company for 2024, as noted in the table above, for an estimated total annual premium of \$662,931, and to further authorize the payment of premiums in accordance with or as required by said policy documents. Seconded by Alderman Craig. All voted Aye; motion carried.

2024 HIGHWAY
EQUIPMENT

G.28. Alderman Holpfer moved to authorize the Department of Public Works staff to solicit equipment considered in the 2024 Highway Equipment Replacement and Capital Outlay Funds. Seconded by

Alderman Hasan. All voted Aye; motion carried.

AGREEMENT WITH
UW-LA CROSSE FOR
HEALTH
DEPARTMENT
INTERN

- G.29. Alderman Barber moved to approve the Director of Health and Human Services to sign the University of Wisconsin La Crosse affiliation agreement to host a volunteer student intern in 2024. Seconded by Alderman Hasan. All voted Aye; motion carried.

PROMOTION OF
ASSOCIATE
PLANNER MARION
ECKS

- G.30. Alderman Barber moved to authorize the promotion and increase in grade levels for Marion Ecks from Associate Planner Grade Level 7 (\$28.21/hr.) to Principal Planner Grade Level 9 (\$35/hr.). The annual increase is estimated at \$5,553, with a yearly salary of \$72,800. Seconded by Alderman Hasan. On roll call, Alderman Barber voted Aye, Alderman Craig, Alderwoman Day, Alderman Hasan and Alderman Holpfer voted No, motion failed.

Alderman Day moved to table the promotion and increase in grade levels for Marion Ecks from Associate Planner Grade Level 7 (\$28.21/hr.) to Principal Planner Grade Level 9 (\$35/hr.). The annual increase is estimated at \$5,553, with a yearly salary of \$72,800 to the January 3, 2024 Common Council meeting with staff bringing back the requested information regarding funding. Seconded by Alderwoman Craig. On roll call, Alderman Craig, Alderwoman Day, Alderman Hasan and Alderman Holpfer all voted Aye, Alderman Barber voted No, Motion carried (4-1-1).

2024 ANNUAL
MARKET
ADJUSTMENT

- G.31. Alderman Holpfer moved to approve a 2024 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 3%, along with a Progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of January 12, 2024, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Motion by Alderman Barber to reconsider G.23, G.24 and G.30. Motion died due to a lack of a second.

PROMOTION OF DPW
DEPUTY CLERK
ANDREA STORMOEN

- G.33. Alderman Barber moved to approve and adopt the newly created job description for a Department of Public Works Deputy Clerk Position and to Promote Andrea Stormoen into this new position as she has been completing these duties for five or more years, as documented in the attached memos, emails, appeal and job analysis questionnaire. Seconded by Alderman Hasan. All voted Aye; motion carried.

AGREEMENT WITH

- G.32. Alderman Barber moved to authorize the Director of Administration

CLEARGOV FOR
SOFTWARE

to enter into an agreement with ClearGov, which includes a Termination at Any Time Without Penalty Clause to lock in 2023 rates for software that would be implemented for the City by the 2025 Budget season or sooner. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. 2023-8081
AGREEMENT WITH
JSA
ENVIRONMENTAL,
INC. FOR LANDFILL
MONITORING

G.34. Alderman Barber moved to adopt Resolution No. 2023-8081, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2024, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2023-2575
AMEND ORD. 2022-
2521 ADOPTING 2023
BUDGET FOR SEWER
FUND FOR
EQUIPMENT

G.35. Alderman Barber moved to adopt Ordinance No. 2023-2575, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE SEWER FUND TO PROVIDE ADDITIONAL AUTO EQUIPMENT APPROPRIATIONS ASSOCIATED WITH THE PURCHASE OF A UTILITY VEHICLE IN THE AMOUNT OF \$59,784.50. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

RES. 2023-8082
PURCHASE 2023
FORD F550

G.36. Alderman Barber moved to adopt Resolution No. 2023-8082, A RESOLUTION TO PURCHASE A 2023 FORD F550 SUPER CHASSIS XL V8 DIESEL WITH ADDITIONAL EQUIPMENT FROM HILLER FORD, INC. FOR \$119,569.00 FROM THE SEWER AND WATER UTILITIES. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

Mayor Nelson took a recess at 9:43 p.m. Mayor Nelson reconvened at 9:50 p.m.

CLOSED SESSION
PROPOSED TAX
ASSESSMENT
SERVICES

G.37. Alderman Barber moved, with regard to the Evaluation and Recommendations by the Director of Administration for Proposed Tax Assessment Services. The Common Council may enter closed session pursuant 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 Alderman Holpfer. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 10:59 p.m. No action taken.

MISCELLANEOUS
LICENSES

- H. Alderman Craig moved to approve the following licenses of the License Committee Meeting of December 19, 2023:

Grant 2023-24 Operator License to: Michael Anders, Tracey Deak, Eric Johnson, and Meagan Kehoe.

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

VOUCHERS AND
PAYROLL

- I. Alderman Craig moved to approve City vouchers with an ending date of December 14, 2023, in the amount of \$2,229,481.25, and payroll dated December 15, 2023, in the amount of \$490,029.56 and payments of the various payroll deductions in the amount of \$248,060.79, plus City matching payments, and estimated payroll dated December 29, 2023 in the amount of \$468,000 and payments of the various payroll deductions in the amount of \$457,000, plus City matching payments. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 11:02 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1-3-24
REPORTS AND RECOMMENDATIONS	Updates to the ROC Ballpark Commons Noise Solutions and Enchant Christmas	ITEM NUMBER G1.

The Mayor will provide an update on the solutions to noise issues at the ROC Ballpark Commons. Laura Nelson with Engage Franklin will provide an update on Enchant Christmas.

COUNCIL ACTION REQUESTED

As the Common Council may determine appropriate.

MAYOR – JRN

BLANK PAGE

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 01/03/24</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT PLANTING STRIP PLAT RESTRICTION, UPON LOT 2 IN SOUTHWOOD EAST ADDITION NO. 2 SUBDIVISION</p> <p align="center">(4107 WEST BARNWOOD COURT) (MARK ANHALT, APPLICANT)</p>	<p align="center">ITEM NUMBER</p> <p align="center">A.2.</p> <p align="center">Ald. Dist. #4</p>
<p>At its December 21, 2023, regular meeting, the Plan Commission recommended approval of the attached resolution. The vote was 4-0-2, four 'ayes', no 'noes' and two absents.</p> <p align="center">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2024-_____, authorizing the installation of a fence within the 30 foot planting strip plat restriction, upon lot 2 in Southwood East Addition No. 2 subdivision.</p>		

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE
WITHIN THE 30 FOOT PLANTING STRIP PLAT RESTRICTION, UPON
LOT 2 IN SOUTHWOOD EAST ADDITION NO. 2 SUBDIVISION
(4107 WEST BARNWOOD COURT)
(MARK ANHALT, APPLICANT)

WHEREAS, the Southwood East Addition No. 2 Subdivision Plat prohibits the building of structures within the 30 foot “Planting Strip” described thereon; and

WHEREAS, Mark Anhalt having applied for a release of the 30 foot “Planting Strip” easement restriction upon their property to the extent necessary to install a fence along the south line of the property which abuts West Ryan Road and within the restricted area upon the property located at 4107 West Barnwood Court, such property being zoned R-6 Suburban Single-Family Residence District, bearing Tax Key No. 880-0028-000, is more particularly described as follows:

Lot 2, in Block 22, in SOUTHWOOD EAST ADDITION NO. 2, being a subdivision of a part of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the 30 foot “Planting Strip” easement restriction upon the Final Plat for Southwood East Addition No. 2 Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the release of the 30 foot “Planting Strip” easement restriction only so as to allow for the subject fence installation, and having considered the proposed location of and type of fence to be installed upon the subject property in conjunction with existing and required landscaping on the property, and that the proposed fence will not be readily visible from the adjoining highway or create any adverse impact upon the aesthetic or buffering purposes of the landscape bufferyard.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Mark Anhalt filed on August 7, 2023, be and the same is hereby authorized and approved and that the "Planting Strip" easement restriction as it would otherwise apply to such installation upon the subject property only, is hereby waived and released.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

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

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of December 21, 2023

Fence and shed installation within planting strip

RECOMMENDATION: City Development staff recommends denial of this request to allow for the installation of a fence and a shed within the 30-foot Planting Strip upon Lot 2 of the Southwood East Addition No. 2 Subdivision.

Table with 2 columns: Field Name and Value. Fields include Project name, Property Owner, Applicant, Property Address/TKN, Aldermanic District, Zoning District, and Staff Planner.

Project Description/Analysis

This request is to allow for a fence and shed within the 30 foot "Planting Strip" upon Lot 2 in Southwood East Addition No. 2 Subdivision. The Southwood East Addition No. 2 Subdivision Final Plat was approved by the Common Council on March 3, 1987 by Resolution No. 87-2848 and contains a 30 foot "Planting Strip" for all lots abutting West Ryan Road. The property owner is proposing to install a fence and a shed within this area and would like release of the plat restriction.

The applicant is proposing a 6-foot high wood fence approximately 9 feet from the rear lot line, as well as a shed (10 ft by 10 ft) approximately 17 feet from the rear lot line. Both structures would encroach into the planting strip indicated on the plat. It's worth noting that these structures would also encroach into the required 42-foot building setback from the Ryan Road right-of-way line.

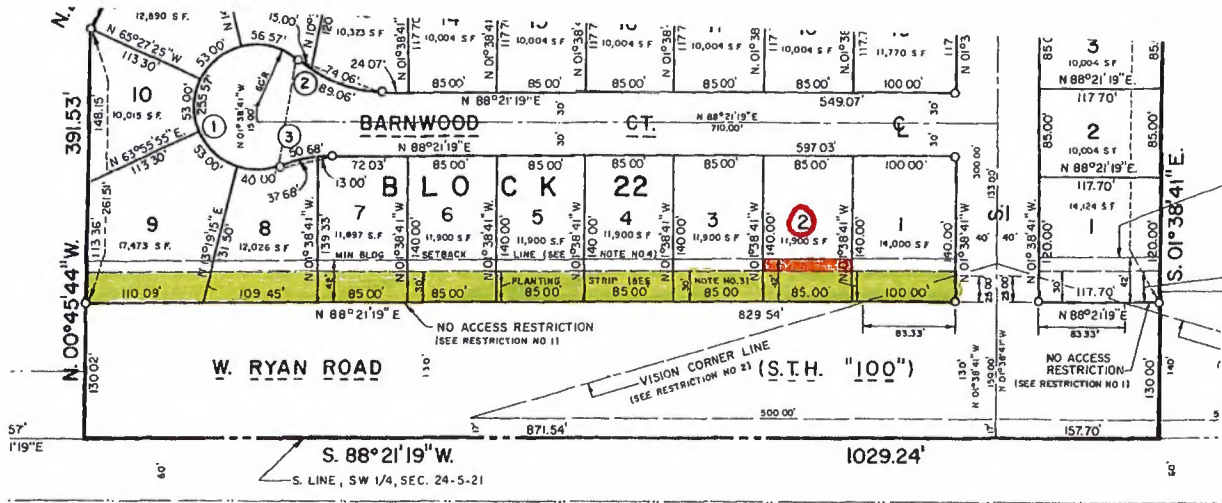
The recorded plat has a note that prohibits structures "between the highway and the setback line" (see below). Wisconsin Administrative Code Hy. 33.08(1) (now Trans 233) states that "provided that the local unit of government shall allow no variances or exceptions for platted areas abutting state trunk highways without prior approval of the commission", the commission is the Wisconsin Department of Transportation (DOT). Therefore, the city cannot authorize the installation of this shed encroaching into the 42-foot building setback without a variance from DOT, this restriction doesn't apply to fences.

- 4. Minimum building setback requirements as required by Wisconsin Administrative Code Hy 33.08. Said code states: "There shall be no structures placed between the highway and the setback line."

The Subdivision Development Agreement for Southwood East Addition No. 2 required that the City Engineer approve the design of the planting screen.

The applicant has provided a narrative and photos of the area and has indicated that the proposed fence would adjoin pre-existing fences of adjacent lots (4101 and 4113 W Barnwood Court). Staff notes that the majority of the existing encroachments have not been permitted by the City, with the following exceptions:

- Lot 1 (4101 W Barnwood Ct.): Permit P020060985 issued in 2006 for a 6-foot privacy fence.
- Lot 3 (4113): Permit P020071541 issued in 2007 for a 6-foot high wood fence.
- Lot 9 (4219): Resolution 2014-7013 to authorize installation of a fence.



24-5-21
WITH BRASS PLUG WITH CROSS)
T&T F PLANE COORDINATES:

UNPLATTED LANDS

Detail of the Southwood East Add. No. 2 plat.

Planting strip in green, setback line in red.

Note that the planting strip is located on platted lots 1 through 9 while the berm is located on the Ryan Road right-of-way. The white fence in the picture below is located near the right-of-way line. Staff acknowledges that the proposed fence and shed would be slightly visible from Ryan Road.



View of the berm on the north side of Ryan Road, from sidewalk looking west.
Photograph by City Development staff.

Site compliance

City Development staff visited the site on November 6 and didn't notice any site compliance issues with the subject lot.

Staff Recommendation:

City Development staff recommends denial of this request to allow for the installation of a fence and a shed within the 30-foot Planting Strip upon Lot 2 of the Southwood East Addition No. 2 Subdivision.

Should the Plan Commission wish to recommend approval of this request, the city cannot approve the proposed shed location without a variance from the Department of Transportation (DOT), only the proposed fence could be approved without such variance. The attached resolution is only to authorize the proposed fence, not the shed.

It's worth noting that staff would not object to the installation of the proposed structures outside the planting strip provided compliance with required building setbacks and other provisions of the Unified Development Ordinance (UDO).

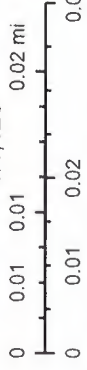
City of Franklin Property Viewer



12/11/2023, 3:36:16 PM

Parcel

1:1,128



SEWRPC, Maxar, Microsoft, City of Franklin, WI

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
franklinwi.gov



APPLICATION DATE: 08/07/2023

STAMP DATE: 08/07/2023

MISCELLANEOUS APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME: Mark G. Anhalt		NAME:	
COMPANY:		COMPANY:	
MAILING ADDRESS: 4107 W. Barnwood Court		MAILING ADDRESS:	
CITY/STATE: Franklin ZIP: 53132		CITY/STATE: ZIP:	
PHONE: 414-423-8108		PHONE:	
EMAIL ADDRESS: mganhalt@wi.rr.com		EMAIL ADDRESS:	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 4107 W. Barnwood Court	TAX KEY NUMBER: 880-0021-000
PROPERTY OWNER: Mark and Sheryl Anhalt	PHONE: 414-423-8108
MAILING ADDRESS: 4107 W. Barnwood Court	EMAIL ADDRESS: mganhalt@wi.rr.com
CITY/STATE: Franklin ZIP: 53132	DATE OF COMPLETION:

APPLICATION MATERIALS

The following materials must be submitted with this application form. *incomplete applications and submittals cannot be reviewed.

- This application form accurately filled out with signature or authorization letters (see below).
- \$125 Application fee payable to the City of Franklin
- Word Document Legal description for the subject property.
- Three (3) Project Narratives
- Other information as may be deemed appropriate for the request
- Email or flash drive with all plans/submittal materials.

Submittal of Application for review is not a guarantee of approval.

Plan Commission, Community Development Authority and/or Common Council review and approval may be required.

SIGNATURES

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application)

I, the applicant, certify that I have read the above page detailing the requirements for Miscellaneous approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: 	APPLICANT SIGNATURE:
NAME & TITLE: Mark G. Anhalt DATE: 08/07/2023	NAME & TITLE: Mark G. Anhalt DATE: 08/07/2023
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE: DATE:	NAME & TITLE: DATE:

Project Narrative – 4107 W. Barnwood Court, Franklin, WI

Application for Release

I am applying for a release of the planting strip restriction so I can place a fence at the back of my property at 4107 W. Barnwood Court. This fence would adjoin the pre-existing fences of my neighbors at 4101 and 4113 W. Barnwood Court (both neighbors have already signed release forms allowing me to attach my proposed fence to theirs at the back of my property).

Additionally, I am requesting permission to place a 10' x 10' shed in the southwest corner of my property, to be placed at least 8' from my neighbors (4113) property line to the west of my property, and at least 8' from the rear of my property/the "planting strip".



Key reasons for wanting to place a fence in my backyard include:

- With crime moving out from the city, a fence would at least slow down anyone attempting to access my property from Ryan Road.
- As I also wish to place a shed and a garden in my backyard, a fence would slow down potential vandals as well as wildlife which could damage my garden and/or shed.

Key reasons for wanting to place a shed in my backyard include:

- To make more room in my garage for vehicles by removing equipment (lawn mower, snowblower, rototiller, air compressor, bicycles, etc.), tools (shovels, rakes, lawn roller, etc.) and other miscellaneous non-automotive items (ex., bags of lawn fertilizer, mulch, etc.)
- Once removed from my garage, I will need an enclosed, lockable shed to protect the equipment and tools detailed above.

Specific plans for the fence and shed.

- Current plans for the fence will be to install a 6' high wood fence, very similar to the fences already installed on the adjacent properties to the East and West of my property. This fence will only be placed at the rear of my property. I have no current plans to construct or adjoin my neighbor's fences near the front of my property.
 - If available at a reasonable price, I may also consider a 6' high wood "like" fence made from weather resistant materials to decrease the need for maintenance.
- Current plans are to have constructed on sight a 10' x 10" wooden sided shed. This shed will be painted to match the front siding of my home at 4107 W. Barnwood Court.

Planting Strip/Berm

Finally, I would like to mention...the "planting strip"/berm has been in place for approximately 20 years, and there has been absolutely zero (0) maintenance of this strip during this time. (see picture below). In fact, it is currently overgrown with weeds and poplar trees. The City of Franklin initially promised a wall, similar to what was placed on the properties adjacent to Rawson Road when that road was widened, but that obviously never happened.



I had originally (prior to the widening of Ryan Road) planted 30+ arborvitae along the back of my property (see pictures below) to act as a fence of sorts, which at the time the berm was constructed were each 4' to 6" high. However, when the berm was constructed, the city saw fit to cut down most of my arborvitae across the back of my lot, which a city representative later admitted was "probably unnecessary". The other picture below shows the two remaining arborvitae which were not cut down. As you can see in relation to my neighbor's fence (to the East), these arborvitae are now between 15' – 20" tall. If all my arborvitae had been left in place, this would have greatly reduced (but not eliminated) any need or desire for a fence at the rear of my property.



Finally, it is clear from the "Plat of Survey" both of my neighbor's fences lie well within the planting strip and building setback line as established in 1989 (long before either fence or shed were constructed). Since both neighbors were given permits to place their fences after the 1989 Plat of Survey, and my neighbor to the West was also given a permit for a wood shed structure, it makes little sense to me to have my request for a release from the planting strip restriction to erect a fence and shed of my own.





Property Information



Parcel Number:
880-0021-000

Physical Address:
4107 BARNWOOD CT W

Municipality:
Franklin, City of

Owner Name:
ANHALT, MARK
4107 W BARNWOOD CT
FRANKLIN, WI 53132

Legal Description:
SOUTHWOOD EAST ADD NO 2 BLK
22 LOT 2

Land Use:
Residential

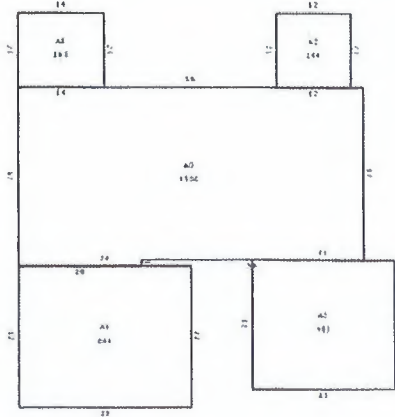
Date of Inspection:

Neighborhood: 2414-Franklin

Property Photograph:



Property Sketch:



Parcel Sketch and Site Map obtained from the County GIS

Building Description: 880-0021-000- 1

Year Built: 1989 Building Type/Style: 01-Ranch Story Height: 1 Grade: C+ CDU/Overall Condition: Very Good Interior Condition: Same Kitchen Condition: Average Bath Condition: Average	Exterior Wall: 04-Alum/Vinyl Bedrooms: 3 Full Baths: 2 Half Baths: 0 Room Count: 4 Basement Description: Full Basement Heating: Air Conditioning - Same Ducts Type of Fuel: Gas Type of System: Warm Air				
Square Footage / Attachments:					
Finished Basement Living Area: 0 First Story: 1,588	Total Living Area: 1,588				
Attachment Description(s): 33-Concrete Patio 33-Concrete Pato 13-AFG	Area: 168 144 483				
Feature Description(s): 22-Additional Fixture 05-Metal Fireplace	Area: 1 1				
Permit / Construction History:					
Date of Permit: 5/6/2014	Permit Number: 14-0926	Permit Amount: \$504	Details of Permit: ACREPLACE		
Ownership / Sales History:					
Date of Sale: 6/1/1993 6/1/1998	Sale Document: 	Purchase Amount: \$137,100 \$149,900	Sale Validity: Valid Valid	Conveyance Type: 	Sale Type: Land and Improvements Land and Improvements
Land Data - Land Item 1					
Land Class: A-Residential Pricing / Unit of Measure: Gross Square Footage: 11,892 Depth: Land Value: \$66,700	Land Sub-Class: A-Residential Primary Site Acreage: 0.273 Frontage: Width:				
Total Improvement Value:					\$279,400
Total Land Value:					\$66,700
Total Assessed Value:					\$346,100



17620 W National Ave.
New Berlin, Wisconsin 53146
414 784 7971

PLAT OF SURVEY



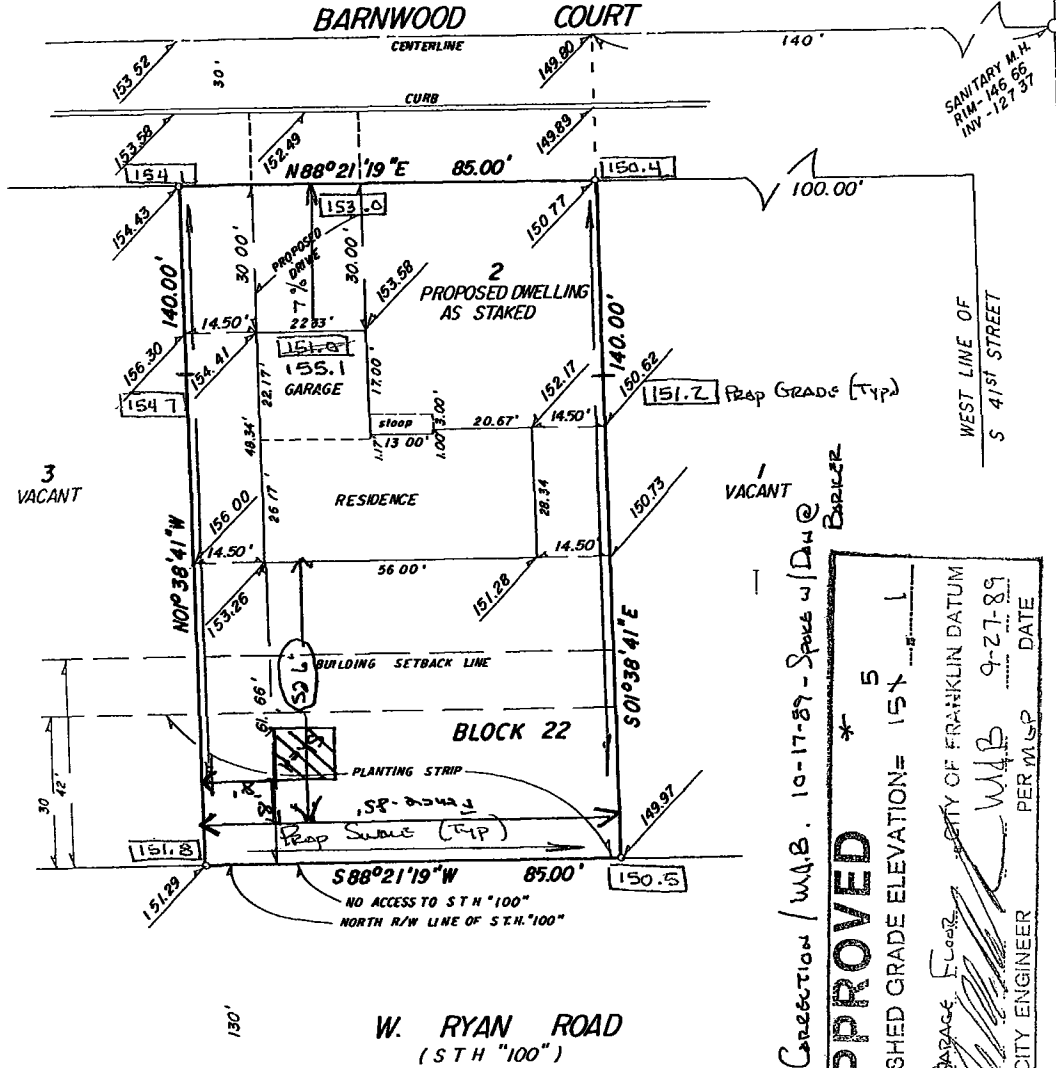
SCALE 1" = 30'

FOR: **CHARLES BAUCH-GINNY BREEST**
AGENT: BARKER HOMES

4107 Barnwood Ct

Lot 2, Block 22, Southwood East Addition No. 2, being a subdivision of a part of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

-INDICATES ELEVATIONS TO CITY OF FRANKLIN DATUM



3 VACANT

1 VACANT

BLOCK 22

W. RYAN ROAD
(S.T.H. "100")

* Creation / W.B. 10-17-87 - Spoke w/Dan Barker

APPROVED
FINISHED GRADE ELEVATION = 154.5
CITY OF FRANKLIN DATUM
W.B. 9-27-89
PER M.S.P. DATE

Recommended yard grade: 155.1

CERTIFICATION
I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL STRUCTURES THEREON, FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.
THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THEREON, WITHIN ONE (1) YEAR FROM DATE HEREOF, AND AS TO THEM I HEREBY CERTIFY THAT SAID SURVEY AND THE ABOVE MAP WERE MADE IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS AND THAT THE INFORMATION CONTAINED THEREON IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF A TRUE AND ACCURATE REPRESENTATION THEREOF.

DATED THIS 31st DAY OF August, 19 89
REGISTERED LAND SURVEYOR



516488

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/3/24</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution conditionally approving a 1 lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (by Poths General LLC, Applicant, Initech LLC, Property Owner) (approximately 7154 South 76th Street)</p>	<p style="text-align: center;">ITEM NUMBER B. 3. Ald. Dist. 5</p>

At their December 21, 2023, regular meeting, the Plan Commission recommended approval of a 1 Lot Certified Survey Map, such map being a redivision of all of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (By Poths General LLC, Applicant) (Initech LLC, Property Owner) (approximately 7154 South 76th Street). The vote was 4-0-2, four 'ayes', no 'noes' and two absent.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2024-_____, conditionally approving a 1 Lot Certified Survey Map, such map being a redivision of all of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (By Poths General LLC, Applicant) (Initech LLC, Property Owner) (approximately 7154 South 76th Street).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 2, CERTIFIED SURVEY MAP NO. 8318, OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6313, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5401 AND LANDS ALL BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN
(BY POTH GENERAL LLC, APPLICANT, INITECH LLC, PROPERTY OWNER)
(APPROXIMATELY 7154 SOUTH 76TH STREET)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of all of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 596.70 feet to a point; thence North 89°59'53" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the point of beginning of lands described hereinafter; thence North 89°59'53" East along the South line of Lot 1 of Certified Survey Map No. 8318 a distance of 228.57 feet to the East line of said Lot 1; thence North 00°00'07" West along said East line 68.60 feet to a point; thence North 89°59'53" East along said East line 52.02 feet to a point; thence North 00°00'07" West along said East line 144.04 feet to a point; thence North 22°40'40" West along said East line 56.53 feet to the Southeast corner of Parcel 3 of Certified Survey Map No. 4828; thence North 26°53'02" West along the East line of said Parcel 3 a distance of 178.51 feet to a point; thence North 00°15'45" West along said East line 100.00 feet to a point on the South line of West Rawson Avenue (C.T.H. BB); thence North 89°26'54" East along said South line 50.00 feet to the Northwest corner of Parcel 4 of Certified Survey Map No. 4828; thence South 00°15'45" East along the West line of said Parcel 4 a distance of 110.74 feet to a point; thence South 26°53'02" East along said West line 110.74 feet to the South line of said Parcel 4; thence North 89°26'36" East along said South line 169.93 feet to a point on the West line of Parcel 1 of Certified Survey Map No. 5689; thence South 00°08'22" East along said West line 40.00 feet to the South line of said Parcel 4; thence North 89°26'36" East along said South line 90.53 feet to the West line of said Parcel 4; thence South 00°15'45" East along said West line 275.00 feet to the South line of Parcel 2 of Certified Survey Map No. 4483; thence North 89°26'36" East along said South line 270.00 feet to the East line of said Parcel 2; thence North 00°15'45" West along said East line 225.00 feet to the Southwest corner of Certified Survey Map No. 6811; thence North 89°26'54" East along the South line of said Certified Survey Map 458.68 feet to the West line of Phase VII Westminster Condominiums; thence South 00°11'53" East along said West line and the West

POTHs GENERAL LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2024-_____

Page 2

line of Dover Hill Addition No. 1 Subdivision 946.39 feet to the North line of Carter Grove Condominium; thence South 89°28'54" West along said North line 869.44 feet to the Southeast corner of Parcel 1 of Certified Survey Map No. 5401; thence North 00°31'06" West along the East line of said Parcel 1 a distance of 90.00 feet to the North line of said Parcel 1; thence South 89°28'54" West along said North line 111.56 feet to a point; thence North 62°22'32" West along said North line 63.59 feet to a point; thence South 89°28'54" West along said North line 230.00 feet to a point on the East line of South 76th Street (C.T.H. U); thence North 00°15'45" West along said East line 603.29 feet to the point of beginning.

Property located at approximately 7154 South 76th Street, bearing Tax Key Nos. 756 9993 012, 756 9993 016, and 756 9993 021, Poths General LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Poths General LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Poths General LLC, successors and assigns, and any developer of the Poths General LLC one (1) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development

POTHS GENERAL LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2024-_____

Page 3

Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

5. The approval granted hereunder is conditional upon Poths General LLC and the 1 lot certified survey map project for the property located at approximately 7154 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall provide a Conservation Easement for natural resources to be protected, to be recorded with the CSM.
7. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Initech LLC, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Initech LLC, with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of January, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of January, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

POTHS GENERAL LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2024-_____

Page 4

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



**CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION**

Meeting of December 21, 2023

Certified Survey Map, Planned Development District Amendment, and Site Plan

RECOMMENDATION: City Development Staff recommends approval of the Certified Survey Map, Planned Development District Amendment, and Site Plan applications related to the Poths General mixed-use development.

Project Name:	Poths General Certified Survey Map, Planned Development District Amendment, and Site Plan
Project Address/Tax Key:	Approximately 7154 South 76 th Street / 756 9993 012, 756 9993 016, and 756 9993 021
Property Owner:	INITECH, LLC, A WISCONSIN LIMITED LIABILITY COMPANY
Applicant:	Emily Cialdini, Land By Label
Aldermanic District:	District 5
Zoning District:	Planned Development District No. 42
Staff Planner:	Nick Fuchs, Planning Associate

Introduction/Background

Please note:

- Recommendations are *underlined, in italics* and are included in the draft resolution.

The applicant has filed a Certified Survey Map, Planned Development District Amendment, and Site Plan applications for the Poths General development for properties located at approximately 7154 South 76th Street.

Certified Survey Map (CSM)

The CSM combines the three properties listed below, which comprise of the Poths General development. Currently these properties consist of the existing Orchard View Shopping Center and the two vacant properties to the east.

Address	Tax Key	Approximate Acreage
7154 South 76 th Street	756 9993 021	10.10
0 West Rawson Avenue	756 9993 016	3.59
0 West Rawson Avenue	756 9993 012	10.88
		24.57

Planned Development District (PDD) Amendment Rationale

The PDD Amendment has been filed as the proposed quantity of plantings does not meet UDO standards as required by Table 15-5.0302 of the Unified Development Ordinance (UDO).

Staff's interpretation of PDD No. 42 is that it requires compliance with all UDO landscape and site plan requirements; however, the applicant has noted in their narrative that they disagree with this interpretation. With that said, a PDD Amendment Application was submitted by the applicant to move the project forward.

It can be noted that PDD No. 42 requires:

“The applicant shall submit a landscape plan, as defined in the Unified Development Ordinance as part of the Certified Survey Map or Preliminary Plat submittal. Such landscape plan shall depict a 30-foot wide landscape buffer where the site abuts residential zoning districts, specifically R-6 as well as Planned Development Districts nos. 11 and 17, and excluding any natural resource area.”

The UDO defines Landscape as follows:

LANDSCAPE PLAN
(See Division 15-7.0301 of this Ordinance.)

Section 15-7.0301 of the UDO lists requirements and information to be included as part of a Landscape Plan submittal; however, does not reference specific standards or Division 15-5.0300.

With that said, the PDD also requires that:

“The applicant shall be responsible for filing Site Plans and/or Special Uses consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for each individual lot resulting from the eventual Certified Survey Map or subdivision plat.”

Site Plans are regulated by Division 15-7.0100. Below are two sections within this Division of the UDO that reference Division 15-5.0300, which includes the quantity standards of Table 15-5.0302.

Section 15-7.0102H.

Required Landscaping and Landscape Bufferyards. Adverse effects of the proposed development and activities upon adjoining residents or owners are minimized by design and installation of landscape bufferyards to provide for appropriate screening, fencing, or landscaping as required in Division 15-5.0300 of this Ordinance. Where required, a "Landscape Plan" meeting the requirements set forth in Division 15-5.0300 has also been submitted for Plan Commission review and approval.

Section 15-7.0103R.

"Landscape Plan" Required. Where landscaping as required in Division 15-5.0300 of this Ordinance is to be installed on the site, a "Landscape Plan" meeting the requirements set forth in Division 15-5.0300 of this Ordinance shall be submitted for Plan Commission review and approval. An applicant may elect to only file a preliminary landscape plan generally depicting the landscaping for the site at the time of Site Plan Review Application filing, with the later submission of a Landscape Plan to be a condition of any final Application approval, except where Department of City Development staff requires the filing of a Landscape Plan with the Application or the Plan Commission requires the Landscape Plan submission during its review of the Application, upon a determination that same is reasonably necessary in order to properly

review the visual impacts of the proposed development. Landscape Plans must be approved by the Plan Commission.

Based upon these requirements for Site Plans, staff finds that Division 15-5.0300 must be adhered to or the PDD amended to specifically state otherwise.

PDD Amendment

The proposed request would amend PDD No. 42 to revise landscaping requirements and to insert language stating that the minimum quantity of plantings to be provided, including in bufferyards, as part of the Landscape Plan for PDD No. 42 shall be in conformance with the quantities shown in the provided Landscape Plan.

The language within PDD No. 42 would also note that except for the minimum number of plantings required within Table 15-5.0302, all other standards of Division 15-5.0300 of the UDO shall be met, unless inconsistent with the quantities of plantings shown within the proposed Landscape Plan.

The exact language can be found in the attached draft ordinance and the quantities of plantings provided is discussed further below under the Landscape Plan section of this report.

Note that this is being proposed as a Minor Amendment. Staff concurs that this should be a minor amendment as it is not a change of use, exterior boundaries, or road network.

Site Plan

The proposed site plan generally consists of the following:

- apartments including a clubhouse, swimming pool, and leasing center and management offices;
- a 50-key boutique hotel with commercial tenant space;
- retail, restaurant, and commercial uses;
- the existing Harry's Ace Hardware; and
- a public square that includes a food truck plaza, pavilion, splash pad, ice-skating rink, farmers/winter holiday market, and public restrooms

The site plan also includes associated parking, landscaping, trails/walkways, and a protected conservation area. The applicant has provided a detailed project narrative, site and development plans, a storm water management plan memo, and a Traffic Impact Analysis.

PDD No. 42 specifically permits the multi-family residential buildings, the hotel, and the hardware store. Other commercial uses may be permitted, within the ground floor of Buildings A and B, as allowed within the B-3 Community Business District. Buildings over four stories or 60-feet in height require Special Use approval. The proposed buildings are four stories and under 60-feet, so a Special Use is not needed.

It should also be noted that PDD No. 42 also specifically permits the pavilion, food truck plaza, identity beacon, ice skating rink, restrooms, outdoor dining, splash pad, clubhouse, swimming pool, and grill area as Accessory Uses.

The site plan is described in further detail below.

Note that complete details have not been provided for the Ace Hardware store and hotel. As such, those modifications to the hardware store and development of the hotel are subject to separate review and approval of a Site Plan Application.

Project Description/Analysis

Upon review of the Plan Commission submittal, received on December 11, 2023, the attached plans are in compliance with PDD No. 42 and UDO development standards, with the approval of the amendment regarding landscaping quantities.

Site Plan

The development includes eight buildings and is accessed from South 76th Street and West Rawson Avenue. The plan consists of 426 apartment units and other commercial uses as noted above. The total site has an area of approximately 24.31 acres and is a combination of three existing parcels. One property is currently home to the Orchard View Shopping Center and the other two properties are vacant.

Dwelling unit sizes are listed below. Note that the PDD does not address dwelling unit sizes nor does it reference any UDO requirements, such as the R-8 District. As such, there are no specific minimum and the proposed sizes are permissible.

- One-bedroom units range in size between 588 square feet and 794 square feet
- Two-bedroom units range in size between 1,051 square feet and 1,237 square feet
- Three-bedroom units range in size between 1,380 square feet and 1,457 square feet

The applicant has provided Site Intensity and Capacity Worksheets as well as an exhibit, which demonstrates compliance with PDD No. 42 standards for both the commercial area and residential area of the PDD. The total greenspace throughout the entire development is about 42.4%.

Traffic Impact Analysis (TIA)

A TIA was completed as recommended by the City in the initial review and adoption of PDD No. 42. The Executive Summary is attached. The TIA includes recommendations that, if followed, would generally provide a Level of Service of D or better.

Staff recommends that the applicant comply with all recommendations of the Traffic Impact Analysis, completed by Ayres, dated August 16, 2023.

The Department of City Development may be contacted to obtain a digital copy of the full TIA report.

Parking

PDD No. 42 requires parking to comply with Unified Development Ordinance parking standards, with the maximum number of parking spaces not exceeding the amount shown on Exhibit A of the PDD unless otherwise approved by the Plan Commission. Exhibit A of PDD No. 42 listed a total of 1,103 parking spaces anticipated.

The Site Plan includes 386 enclosed parking spaces and 694 surface parking spaces. This is a total of 1,080 parking spaces and includes 16 ADA accessible spaces. With over 694 exterior parking spaces provided, 2% must be ADA accessible, which is a minimum of 14 ADA parking spaces. With 16 ADA spaces provided, this standard is met.

Drive aisles are 24-feet in width and parking spaces are 9' x 20' (180 square feet) in compliance with UDO standards. PDD No. 42 also requires a minimum 30-foot parking setback from residential areas and 10 feet from commercial properties outside PDD No. 42. This standard is met as well.

For comparison purposes, Table 15-5.0203 of the UDO suggests minimum parking ratios. With a total of 236 one-bedroom units, 136 two-bedroom units, and 54 three-bedroom units, the UDO suggests a minimum of 643 parking spaces for the proposed multi-family.

Using the ratio for shopping centers, 5/1,000 square feet of Gross Floor Area, about 225 parking spaces are required for the commercial area. The hotel use is an additional 75 parking spaces suggested. This is a total of 943 parking spaces. It should also be considered that the development will include restaurants, which have a higher parking demand. Moreover, other uses, such as the seasonal market, ice skating ribbon, the nature playscape, and other miscellaneous uses and events would add to the parking demand of the development.

Based on the above, staff finds the parking provided is appropriate and does not object to the quantity proposed.

Landscape Plan

PDD No. 42 requires that “The applicant shall submit a landscape plan, as defined in the Unified Development Ordinance as part of the Certified Survey Map or Preliminary Plat submittal. Such landscape plan shall depict a 30-foot wide landscape buffer where the site abuts residential zoning districts, specifically R-6 as well as Planned Development nos. 11 and 17, and excluding any natural resource area.”

The 30-foot wide landscape buffer is shown and provided for on the plans. The applicant is proposing a total of 227 Canopy/Shade trees, 260 Evergreens, 205 Decorative trees, and 1,524 Shrubs.

The Landscape Plan includes tables indicating required and proposed landscaping quantities for the residential area and commercial area of the development. It does not, however, include the 20% increase in plantings for bufferyards.

Based upon the information provided by the applicant, the Landscape Plan is deficient by 481 Canopy/Shade trees, 112 Evergreens, and 287 Decorative trees. The Landscape Plan includes 168 shrubs over the required minimum. Again, this does not include the 20% increase in plantings required for bufferyards. It should also be noted that 53 trees with a caliper of 8” or greater are also being preserved.

Overall, staff finds that the landscape plan provides a significant number of plantings, and there are limited areas to provide additional plantings. Some of the remaining open space areas are intended for that use, such as the open area adjacent to the food truck plaza as well as the central lawn area. These areas are intended to serve as community and gathering type spaces, where landscaping would not necessarily be appropriate.

Staff does not object to the quantity of landscaping proposed.

Regarding the landscaping, staff recommends that:

- *A minimum 2-year plant replacement guaranty for all landscaping shall be provided*
- *Plantings located within bufferyards shall be maintained and replaced in perpetuity*

Lighting Plan

A Lighting Plan including a photometric layout and cut sheets of proposed fixtures has been provided. The lighting is in conformance with UDO standards. Light poles will have a peak height of 12-feet and light levels are 0 footcandles at the property lines.

Natural Resource Protection Plan (NRPP)

A NRPP is attached. The applicant has revised the site plan to avoid impacts to protected natural resources beyond what is allowed by the UDO. The site contains young woodlands, wetlands and associated wetland buffers and setbacks, and steep slopes.

Young woodlands will be impacted, but again, within the disturbance limits allowed by the UDO. Wetland setbacks will also be disturbed, but restored to their natural state.

A Conservation Easement required, and a draft has been provided for staff review. *Site Plan approval shall be contingent upon the Common Council review and approval of a Conservation Easement.*

Architecture

Elevations and renderings are attached for Plan Commission review. The buildings consist of a variety of vertical and horizontal metal and fiber cement siding. A masonry veneer is also included. Balconies are included with a transparent railing on the apartment buildings.

Signage

Sign details have not yet been provided. Signage will require separate sign review and sign permits prior to installation. All signage must comply with the City's sign regulations.

Storm water Management

It is recommended that final approval of grading, erosion control, storm water management, and utilities, as may be applicable, be granted by the Engineering Department prior to any land disturbance activities.

Staff Recommendation:

City Development Staff recommends approval of the Certified Survey Map to combine the three existing parcels bearing Tax Key Nos. 756 9993 021, 756 9993 016, and 756 9993 012.

City Development Staff recommends approval of the PDD Amendment as a Minor Amendment.

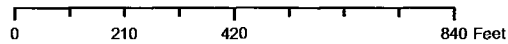
City Development Staff recommends approval of the PDD Amendment to amend landscaping standards within PDD No. 42.

City Development Staff recommends the approval of the Site Plan for the Poths General development, subject to the conditions listed in the draft resolution.

7154 S. 76th Street
 TKNs 756 9993 021, 756 9993 016 & 756 9993 012

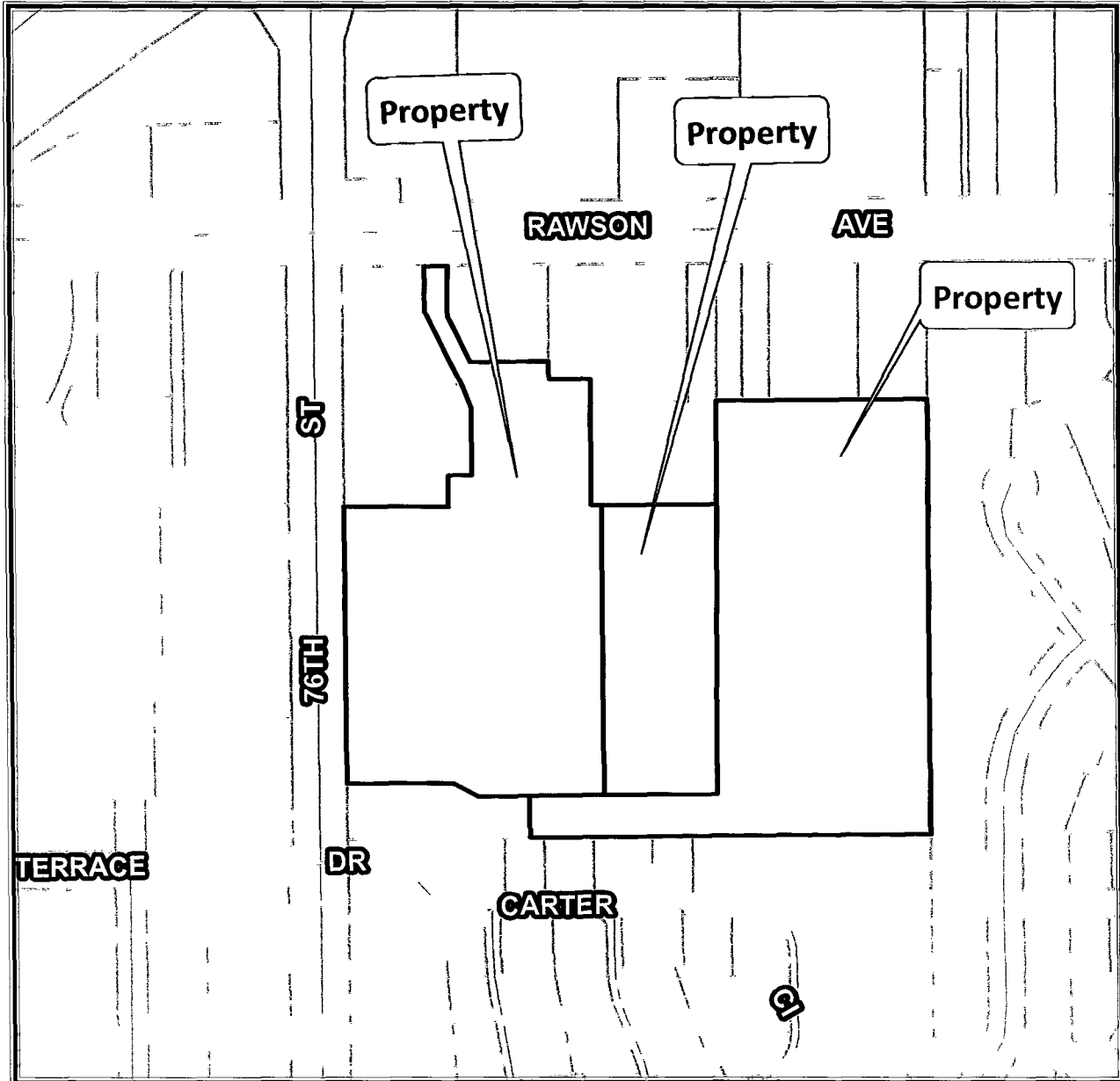


Planning Department
 (414) 425-4024

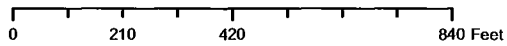


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.

7154 S. 76th Street
TKNs 756 9993 021, 756 9993 016 & 756 9993 012



Planning Department
(414) 425-4024



2021 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.

CERTIFIED SURVEY MAP NO. _____

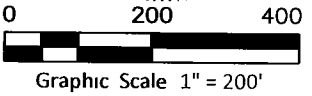
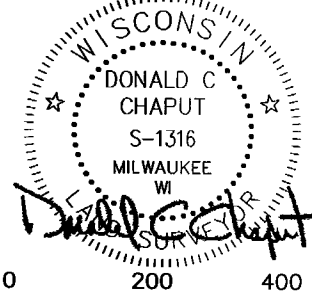
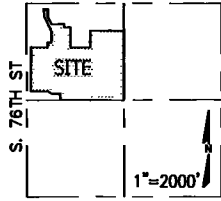
A revision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) NAD83, in which the North line of the NW 1/4, Section 10, Township 5 North, Range 21 East bears N89°26'54"E

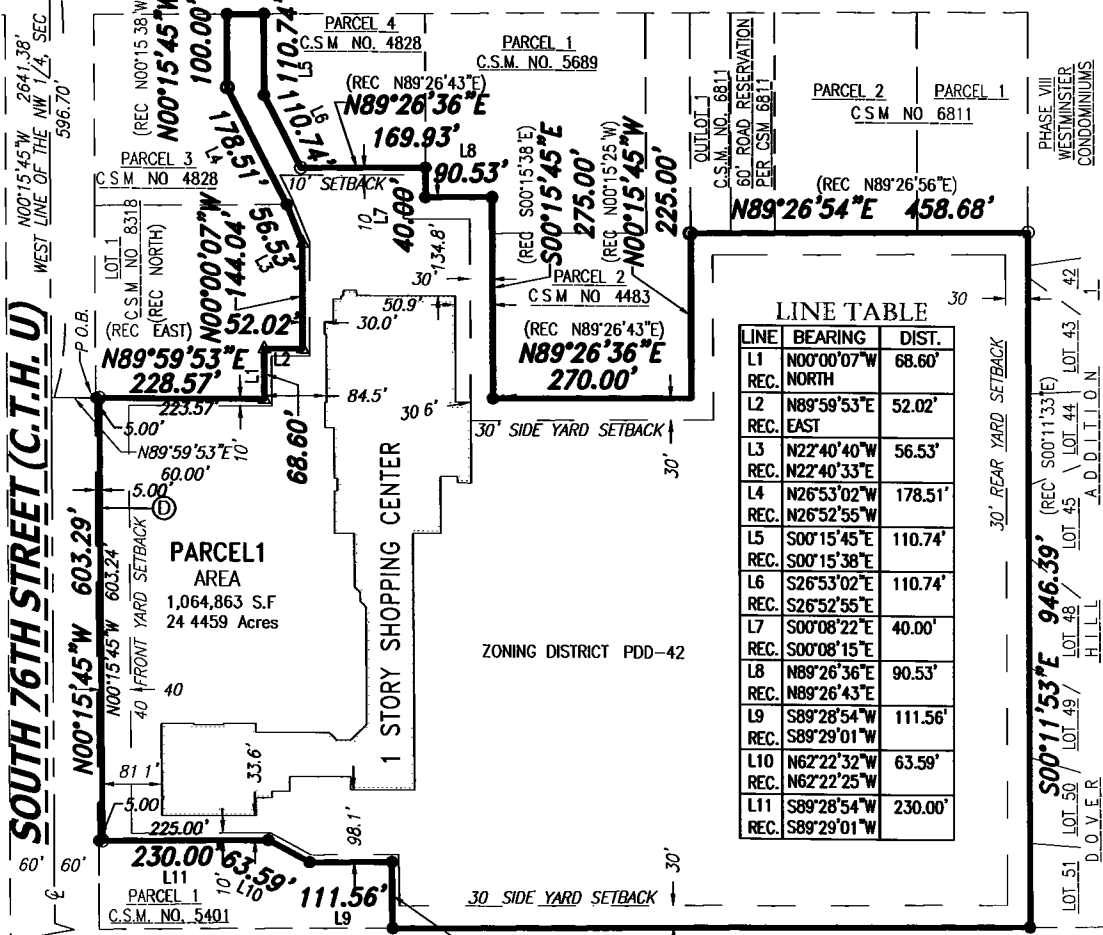
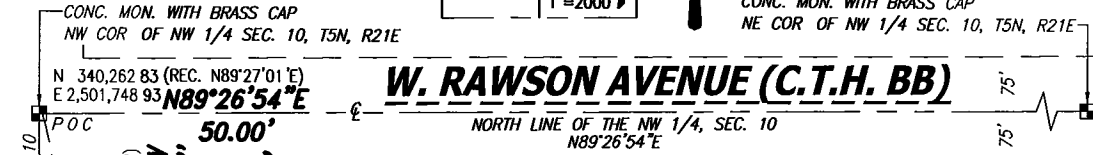
Owner
Initech, LLC
7044 South Ballpark Drive Suite 305
Franklin, WI 53132

Note Parcel 1 is served by public sewer and water

VICINITY MAP
NW 1/4 OF SEC. 10
T 5 N, R 21 E
W. RAWSON AVE.



- LEGEND**
- ⊙ Indicates land dedicated to the City of Franklin for Public Road Purposes
 - Indicates found 1" iron pipe
 - Indicates set 1" iron pipe, 18" in length, 1 13 lbs per lineal foot
 - Indicates found 3/4" iron rod
 - △ Indicates found PK nail



LINE	BEARING	DIST.
L1	N00°00'07"W	68.60'
REC.	NORTH	
L2	N89°59'53"E	52.02'
REC.	EAST	
L3	N22°40'40"W	56.53'
REC.	N22°40'33"E	
L4	N26°53'02"W	178.51'
REC.	N26°52'55"W	
L5	S00°15'45"E	110.74'
REC.	S00°15'38"E	
L6	S26°53'02"E	110.74'
REC.	S26°52'55"E	
L7	S00°08'22"E	40.00'
REC.	S00°08'15"E	
L8	N89°26'36"E	90.53'
REC.	N89°26'43"E	
L9	S89°28'54"W	111.56'
REC.	S89°29'01"W	
L10	N62°22'32"W	63.59'
REC.	N62°22'25"W	
L11	S89°28'54"W	230.00'
REC.	S89°29'01"W	

CONC. MON WITH BRASS CAP
SW COR OF NW 1/4 SEC. 10, T5N, R21E
N 337,621.67
E 2,501,760.99

CHAPUT
LAND SURVEYS
234 W. Floida Street
Milwaukee, WI 53204
414-234-8068
www.chaputlandsurveys.com

N00°31'06"W 90.00'
(REC N00°30'46"W) CARTER GROVE CONDOMINIUM
This instrument was drafted
by Donald C. Chaput
Professional Land Surveyor S-1316

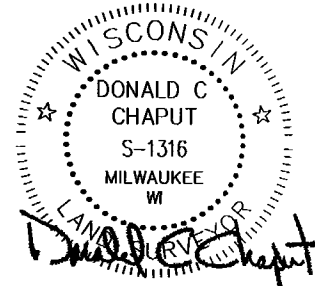
S89°28'54"W 869.44'
(REC S89°29'14"W)
Date June 15, 2023
Revised December 4, 2023
Sheet 1 of 8 Sheets
Survey No 4192 02-lpm

CERTIFIED SURVEY MAP NO. _____

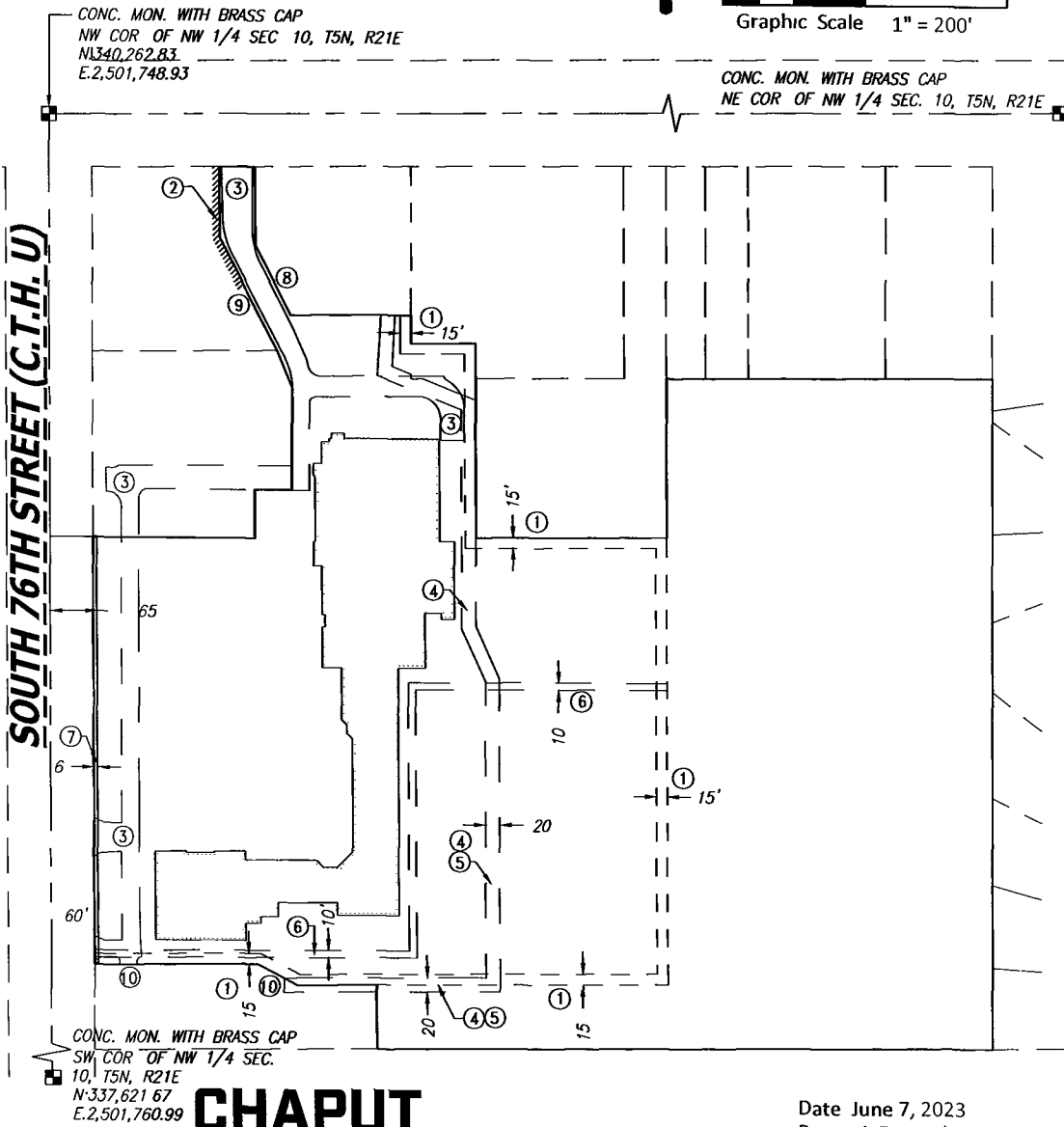
A redivision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

RECORDED EASEMENTS FOR REFERENCE ONLY

- 1: 15' PLANTING STRIP PER CSM NO. 4828 AND 8318
- 2: NO ACCESS PER C.S.M. NO. 4828
- 3: INGRESS EGRESS EASEMENT PER DOC. NO 9958980
- 4: PERMANENT SANITARY SEWER EASEMENT PER DOC NO. 6374621
- 5: PERMANENT SANITARY SEWER EASEMENT PER DOC NO. 6374622
- 6: 10' GAS EASEMENT PER DOC NO 6073733
- 7: 6' UTILITY EASEMENT PER DOC. NO. 3567794
- 8: ACCESS POINT PER DOC NO 6069228
- 9: ACCESS POINT PER DOC. NO 6302311
- 10: ACCESS POINT TO LEARNING CENTER PER DOC NO 6374286



Graphic Scale 1" = 200'



CHAPUT
LAND SURVEYS

234 W Florida Street
Milwaukee, WI 53204

This instrument was drafted
by Donald C Chaput
Professional Land Surveyor S-1316

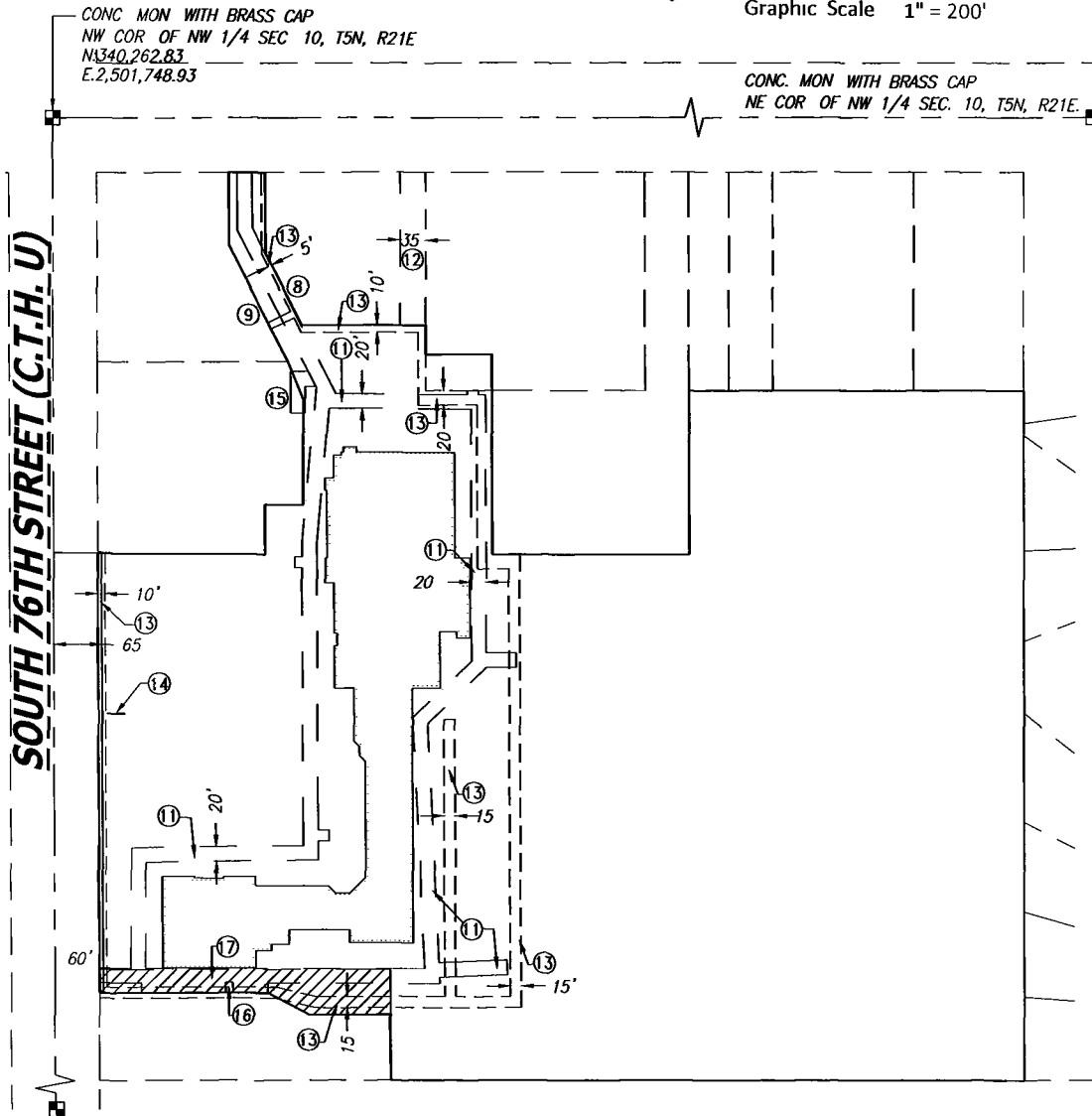
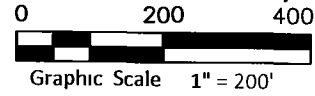
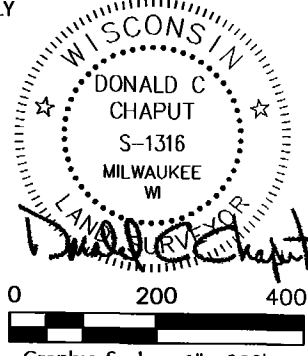
Date June 7, 2023
Revised December 4, 2023
Sheet 2 of 8 Sheets
Survey No 4192 02 lpm

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

RECORDED EASEMENTS FOR REFERENCE ONLY

- 11: PERMANENT WATER MAIN EASEMENT PER DOC. NO. 6374620
- 12: 35' UTILITY EASEMENT PER DOC. NO 6385935
- 13: UTILITY EASEMENT PER DOC. NO. 6066152
- 14: SIGN EASEMENT PER DOC. NO. 7298632
- 15: WATER MAIN EASEMENT PER DOC. NO. 9956356
- 16: 10' GAS EASEMENT PER DOC. NO. 6400725
- 17: ROAD ACCESS EASEMENT PER DOC NO 6374619 (HATCH)



CONC. MON WITH BRASS
CAP, SW COR OF NW
1/4 SEC 10, T5N, R21E
N:337,621.67
E 2,501,760.99

CHAPUT

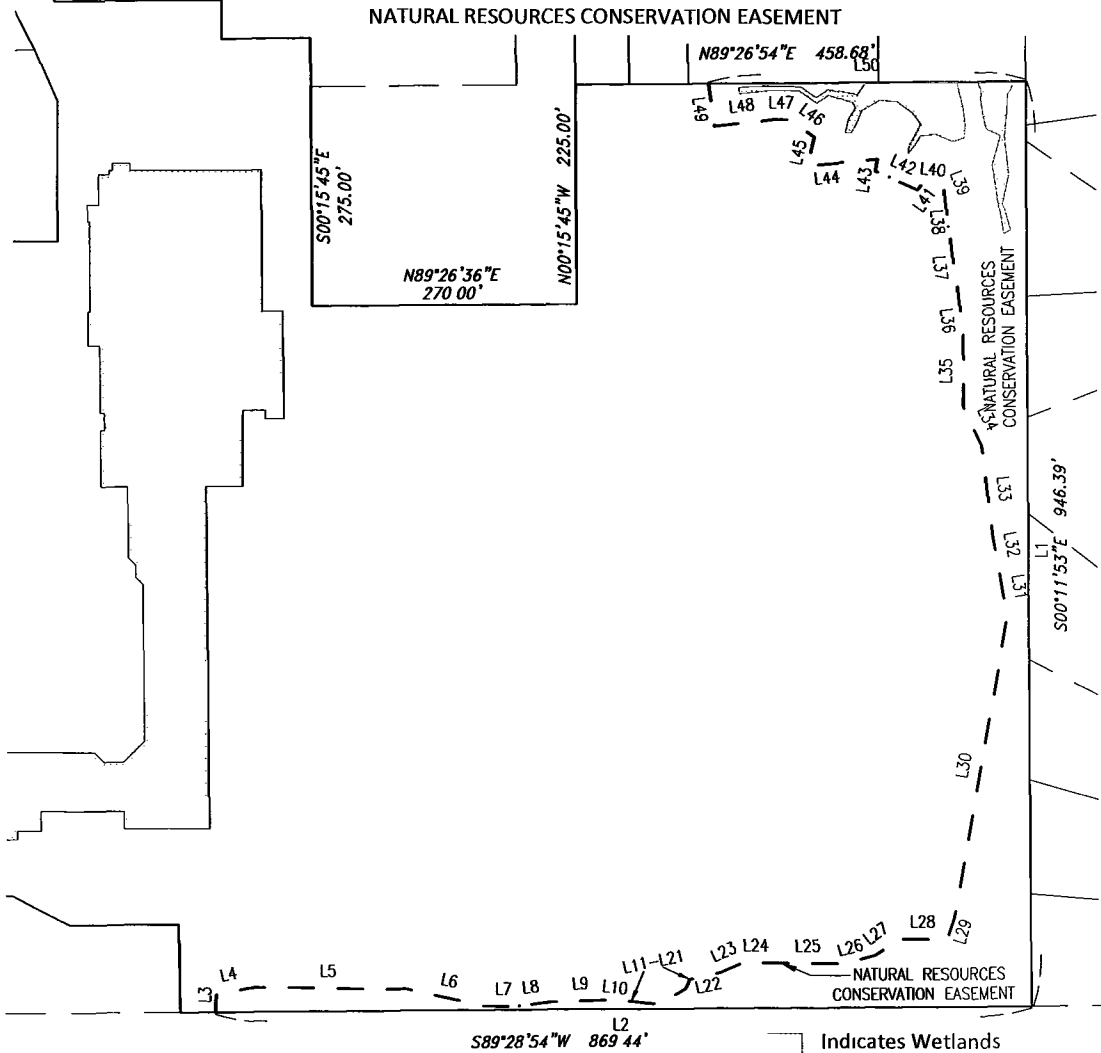
LAND SURVEYS

234 W Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted
by Donald C Chaput
Professional Land Surveyor S-1316
Date June 7, 2023
Revised December 4, 2023
Sheet 3 of 8 Sheets
Survey No 4192 02-lpm

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin



Indicates Wetlands
Delineated by Helainthus, LLC,
August 22, 2022

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°11'53"E	946.39'
L2	S89°28'54"W	833.29'
L3	N02°06'55"E	17.61'
L4	N77°24'55"E	35.19'
L5	S89°23'44"E	160.28'
L6	S77°41'28"E	81.87'
L7	N89°00'23"E	38.37'
L8	N81°11'19"E	22.84'
L9	N87°56'01"E	74.48'
L10	S83°51'54"E	14.67'
L11	S85°17'38"E	10.99'
L12	S83°27'42"E	6.94'
L13	S85°08'25"E	6.16'
L14	S89°55'06"E	6.19'
L15	N56°18'20"E	8.12'
L16	N58°00'42"E	20.48'
L17	N40°53'32"E	1.30'

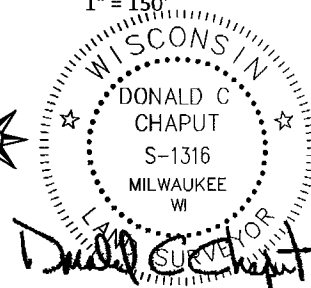
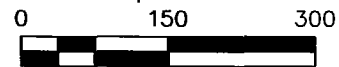
LINE TABLE

LINE	BEARING	DISTANCE
L18	N34°02'44"E	3.26'
L19	N27°38'45"E	3.03'
L20	N22°46'59"E	1.67'
L21	N19°03'31"E	1.99'
L22	N77°49'29"E	31.08'
L23	N65°32'46"E	25.11'
L24	S89°16'35"E	28.16'
L25	S89°55'53"E	77.76'
L26	N75°09'04"E	30.15'
L27	N54°44'34"E	29.83'
L28	N90°00'00"E	50.76'
L29	N17°59'07"E	21.59'
L30	N10°08'45"E	311.74'
L31	N09°28'36"W	60.14'
L32	N11°25'41"W	24.43'
L33	N06°35'44"W	93.43'
L34	N25°23'13"W	43.95'

LINE TABLE

LINE	BEARING	DISTANCE
L35	N00°15'27"E	73.99'
L36	N06°30'54"W	45.23'
L37	N09°06'02"W	61.77'
L38	N05°34'33"W	42.06'
L39	N21°22'55"W	2.91'
L40	N84°53'09"W	23.11'
L41	S36°53'59"W	5.25'
L42	N65°54'40"W	46.57'
L43	N08°31'03"E	12.10'
L44	S84°35'25"W	71.16'
L45	N12°19'58"E	30.31'
L46	N54°20'44"W	30.42'
L47	S89°41'12"W	17.32'
L48	S83°23'52"W	59.94'
L49	N07°55'27"W	44.32'
L50	N89°26'54"E	323.10'

Graphic Scale



Date June 7, 2023
Revised December 4, 2023
Sheet 4 of 8 Sheets
Survey No 4192 02-lpm

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

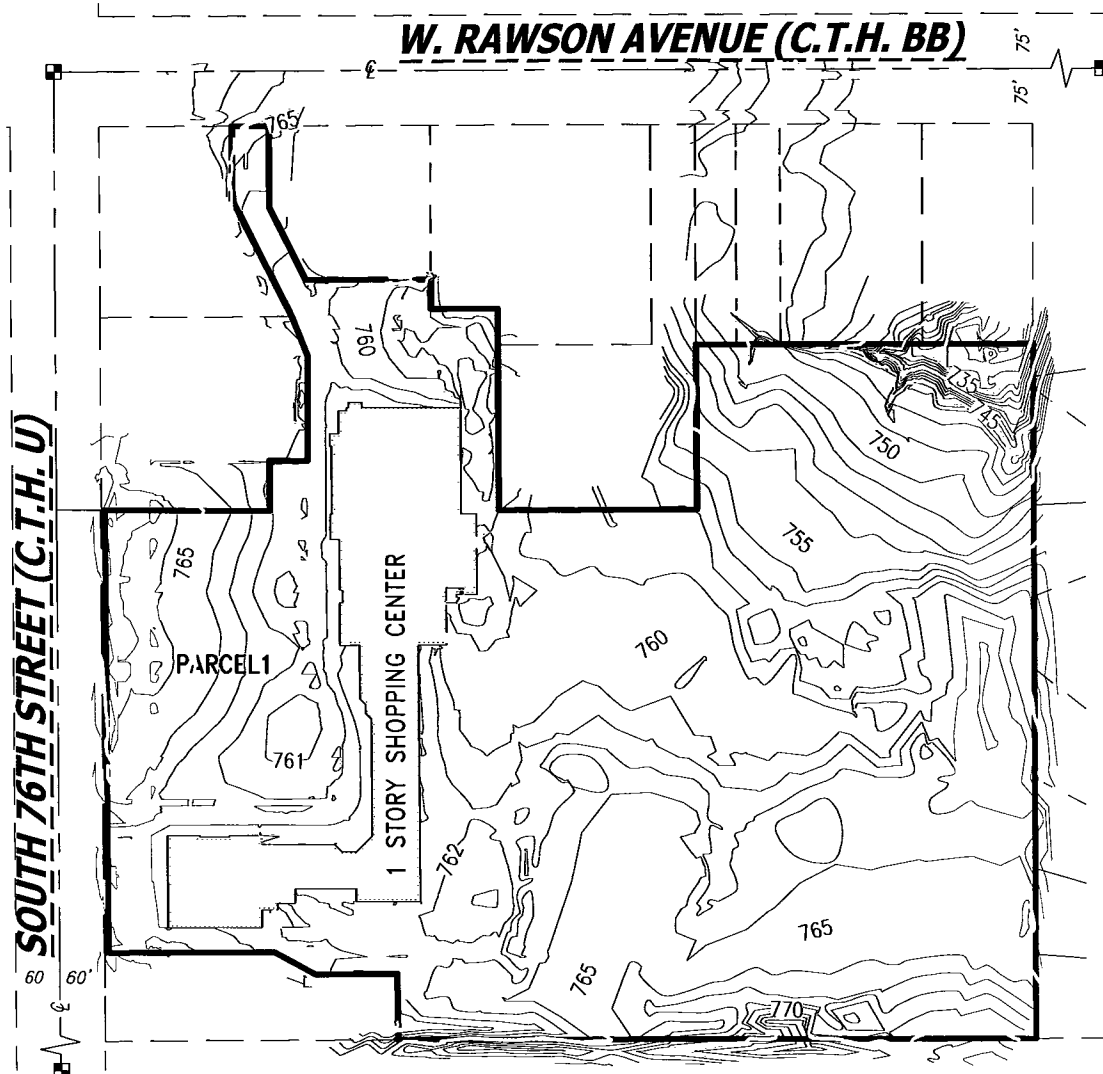
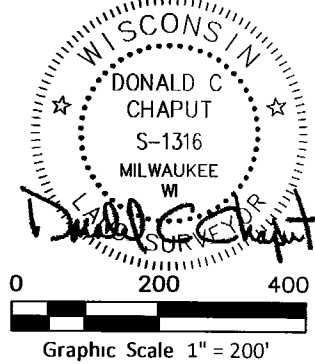
CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) NAD83, in which the North line of the NW 1/4, Section 10, Township 5 North, Range 21 East bears N89°26'54"E

Vertical datum is based on North American Vertical Datum of 1988 (12)

Note Existing contours are shown



CHAPUT
LAND SURVEYS

234 W Florida Street
Milwaukee, WI 53204

This instrument was drafted
by Donald C. Chaput
Professional Land Surveyor S-1316

Date June 15, 2023
Revised December 4, 2023
Sheet 5 of 8 Sheets
Survey No 4192 02 lpm

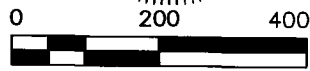
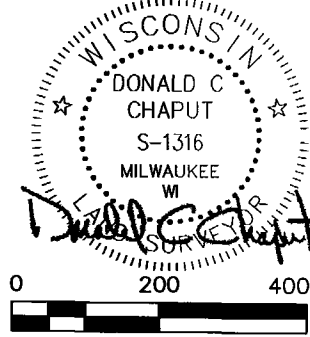
CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

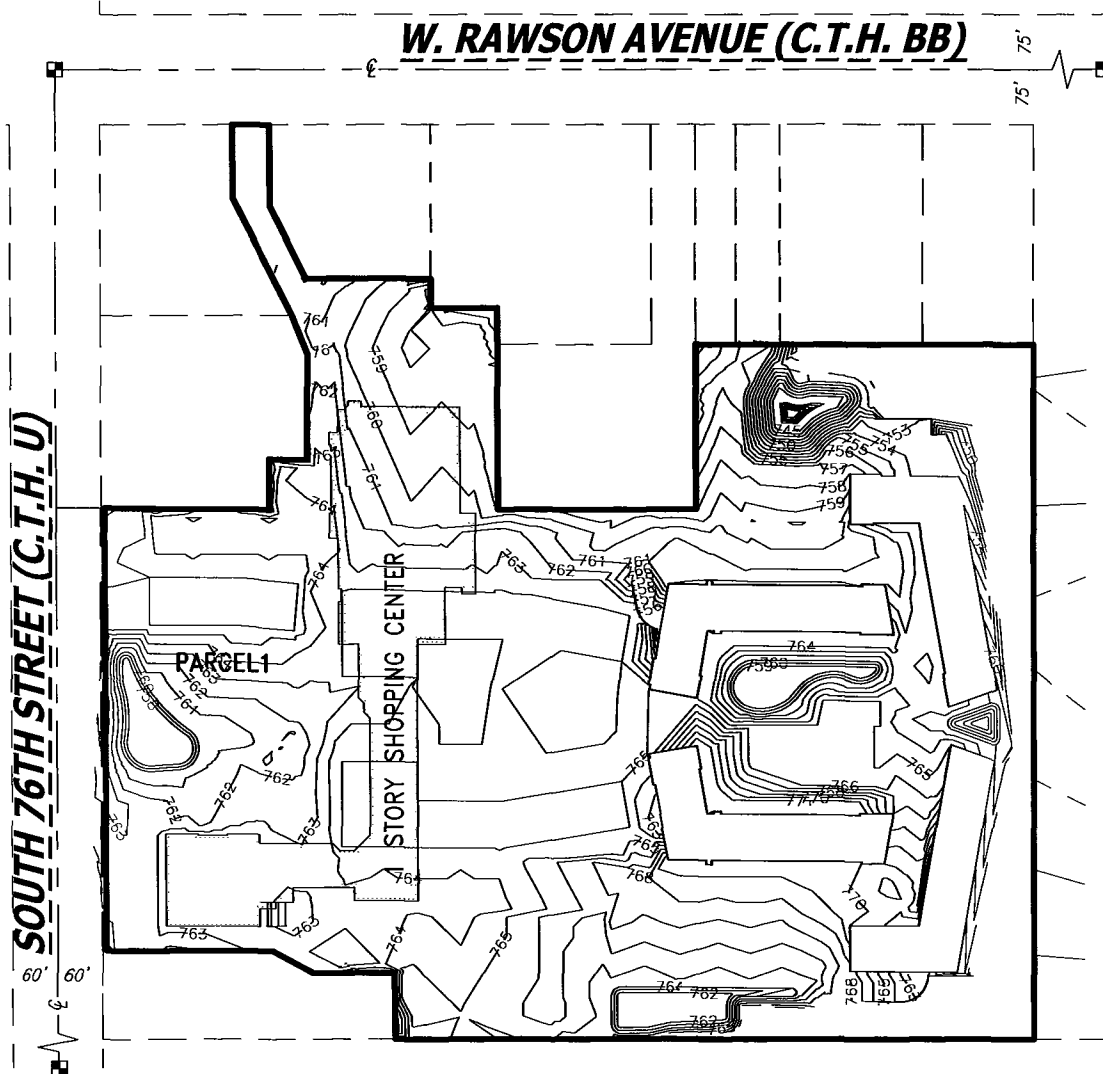
All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) NAD83, in which the North line of the NW 1/4, Section 10, Township 5 North, Range 21 East bears N89°26'54"E

Vertical datum is based on North American Vertical Datum of 1988 (12)

Note Proposed contours shown were provided by The Sigma Group Inc
Received November 27, 2023



Graphic Scale 1" = 200'



CHAPUT
LAND SURVEYS

234 W Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted
by Donald C. Chaput

Professional Land Surveyor S-1316

Date June 15, 2023
Revised December 4, 2023
Sheet 6 of 8 Sheets
Survey No 4192 02-lpm

CERTIFIED SURVEY MAP NO.

A redivision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, DONALD C CHAPUT, Professional Land Surveyor, do hereby certify

THAT I have surveyed and mapped a redivision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows

Commencing at Northwest corner of said Northwest 1/4 of said Section 10, thence South 00°15'45" East along the West line of said Northwest 1/4 Section 596 70 feet to a point, thence North 89°59'53" East 60 00 feet to the East line of South 76th Street (C T H U) and the point of beginning of lands described hereinafter, thence North 89°59'53" East along the South line of Lot 1 of Certified Survey Map No 8318 a distance of 228 57 feet to the East line of said Lot 1, thence North 00°00'07" West along said East line 68 60 feet to a point, thence North 89°59'53" East along said East line 52 02 feet to a point, thence North 00°00'07" West along said East line 144 04 feet to a point, thence North 22°40'40" West along said East line 56 53 feet to the Southeast corner of Parcel 3 of Certified Survey Map No 4828, thence North 26°53'02" West along the East line of said Parcel 3 a distance of 178 51 feet to a point, thence North 00°15'45" West along said East line 100 00 feet to a point on the South line of West Rawson Avenue (C T H BB), thence North 89°26'54" East along said South line 50 00 feet to the Northwest corner of Parcel 4 of Certified Survey Map No 4828, thence South 00°15'45" East along the West line of said Parcel 4 a distance of 110 74 feet to a point, thence South 26°53'02" East along said West line 110 74 feet to the South line of said Parcel 4, thence North 89°26'36" East along said South line 169 93 feet to a point on the West line of Parcel 1 of Certified Survey Map No 5689, thence South 00°08'22" East along said West line 40 00 feet to the South line of said Parcel 4, thence North 89°26'36" East along said South line 90 53 feet to the West line of said Parcel 4, thence South 00°15'45" East along said West line 275 00 feet to the South line of Parcel 2 of Certified Survey Map No 4483, thence North 89°26'36" East along said South line 270 00 feet to the East line of said Parcel 2, thence North 00°15'45" West along said East line 225 00 feet to the Southwest corner of Certified Survey Map No 6811, thence North 89°26'54" East along the South line of said Certified Survey Map 458 68 feet to the West line of Phase VII Westminster Condominiums, thence South 00°11'53" East along said West line and the West line of Dover Hill Addition No 1 Subdivision 946 39 feet to the North line of Carter Grove Condominium, thence South 89°28'54" West along said North line 869 44 feet to the Southeast corner of Parcel 1 of Certified Survey Map No 5401, thence North 00°31'06" West along the East line of said Parcel 1 a distance of 90 00 feet to the North line of said Parcel 1, thence South 89°28'54" West along said North line 111 56 feet to a point, thence North 62°22'32" West along said North line 63 59 feet to a point, thence South 89°28'54" West along said North line 230 00 feet to a point on the East line of South 76th Street (C T H U), thence North 00°15'45" West along said East line 603 29 feet to the point of beginning

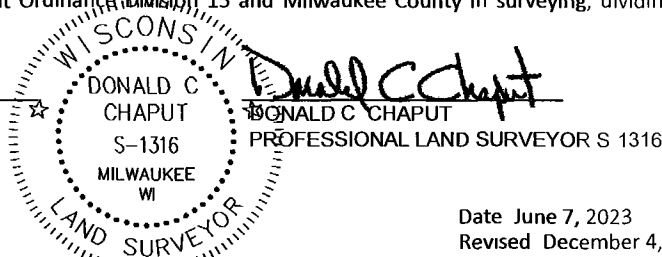
Said lands as described contains 1,067,878 square feet or 24 5151 Acres

THAT I have made the survey, land division and map by the direction of Intech LLC, owner

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made

THAT I have fully complied with Chapter 236 34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Franklin Unified Development Ordinance, Division 15 and Milwaukee County in surveying, dividing and mapping the same

June 7, 2023
DATE



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-274-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date June 7, 2023
Revised December 4, 2023
Sheet 7 of 8 Sheets
Survey No 4192 02 lpm

CERTIFIED SURVEY MAP NO.

A redivision of Lot 2, Certified Survey Map No 8318, Outlot 1 of Certified Survey Map No 6313, and Outlot 1 of Certified Survey Map No 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

OWNER'S CERTIFICATE

Initech LLC, do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of Franklin

Initech LLC, as owner, does further certify that this map is required by S 236 20 or 236 12 to be submitted to the following for approval or objection City of Franklin, Milwaukee County

IN WITNESS WHEREOF, Initech LLC, owner, has caused these presents to be signed by the hand of _____, on this _____, day of _____, 2023

Owner:
Initech LLC

By _____
WITNESS

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2023, the above-named _____, as the _____, who executed the above instrument and acknowledged the same
TITLE

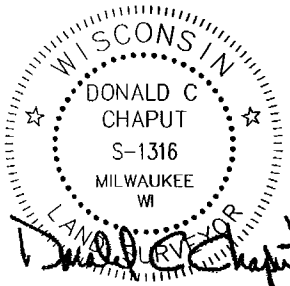
Name _____
Notary Public, State of Wisconsin
My Commission _____

CITY OF FRANKLIN COMMON COUNCIL

APPROVED AND DEDICATION ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN BY RESOLUTION NO _____ SIGNED ON THIS _____ DAY OF _____, 2023

JOHN NELSON, MAYOR

KAREN KASTENSON, CITY CLERK



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date June 7, 2023
Revised December 4, 2023
Sheet 8 of 8 Sheets
Survey No 4192 02-lpm

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/3/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to amend Section 15-3.0447 of the Unified Development Ordinance Planned Development District No. 42 (Poths General) to amend landscaping requirements as it pertains to the quantity of plantings required (Poths General LLC, Applicant) (at approximately 7154 South 76th Street)</p>	<p style="text-align: center;">ITEM NUMBER 19.4. Ald. Dist. #5</p>
<p>At its December 21, 2023, regular meeting, the Plan Commission recommended approval of an ordinance to amend Section 15-3.0447 of the Unified Development Ordinance Planned Development District No. 42 (Poths General) to amend landscaping requirements as it pertains to the quantity of plantings required (Poths General, LLC, Applicant) (at approximately 7154 South 76th Street). The vote was 4-0-2, four 'ayes', no 'noes' and two absent.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Ordinance No. 2024-_____, to amend Section 15-3.0447 of the Unified Development Ordinance Planned Development District No. 42 (Poths General) to amend landscaping requirements as it pertains to the quantity of plantings required (Poths General, LLC, Applicant) (at approximately 7154 South 76th Street).</p>		

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND SECTION 15-3.0447 OF THE UNIFIED
DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 42
(POTHs GENERAL) TO AMEND LANDSACPING REQUIREMENTS AS IT
PERTAINS TO THE QUANTITY OF PLANTINGS REQUIRED
(POTHs GENERAL LLC, APPLICANT)
(AT APPROXIMATELY 7154 SOUTH 76TH STREET)

WHEREAS, Section 15-3.0447 of the Unified Development Ordinance provides for and regulates Planned Development District No. 42 (Poths General), same having been created by Ordinance No. 2023-2546, with such District primarily being located at approximately 7154 South 76th Street, bearing Tax Key Nos. 756 9993 012, 756 9993 016, and 756 9993 021, and is more particularly described below; and

WHEREAS, Planned Development District No. 42 (Poths General) currently includes those lands legally described as follows:

PARCEL A:

Parcel 2 of Certified Survey Map No. 8318, recorded on January 6, 2011, as Document No. 9956357, a division of Parcel 1 of Certified Survey Map No. 6313, being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Property Address: 7154 South 76th Street, Franklin, WI 53132

Tax Key Number: 756-9993-021

PARCEL B:

Outlot 1 of Certified Survey Map No. 6313, recorded on December 27, 1996, on Reel 3956, Images 849 to 851 inclusive, as Document No. 7307525, being a redivision of Parcel 2 of Certified Survey Map No. 4828, and Outlot 1 of Certified Survey Map No. 5689, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key Number: 756-9993-016

PARCEL C:

Outlot 1 of Certified Survey Map No. 5401, recorded on April 2, 1990, on Reel 2434, Images 436 to 439 inclusive, as Document No. 6366765, a redivision of Parcel 1 of Certified Survey Map No. 4828, being a part of the

Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.
Tax Key Number: 756-9993-012

WHEREAS, Section 15-3.0447K. requires Conditions of Approval, including the submission of a landscape plan and submission of site plans consistent with all regulations of the Unified Development Ordinance; and

WHEREAS, Poths General LLC has requested to insert language to provide quantities of planting less than that required by the Unified Development Ordinance; and

WHEREAS, Poths General has provided a Landscape Plan illustrating a specific number of plantings to be provided; and

WHEREAS, the City of Franklin Plan Commission on the 21st day of December, 2023, having reviewed the proposed amendment to Planned Development District No. 42 and thereafter having recommended to the Common Council that the proposed amendment be approved subject to the conditions and restrictions included herewith; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission, and having determined that the proposed amendment to Planned Development District No. 42 (Poths General) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and that it will promote the health, safety and welfare of the Community.

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

- SECTION 1: Section 15-3.0447 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended specifically and only with regard to the Planned Development District No. 42 located at approximately 7154 South 76th Street.
- SECTION 2: Section 15-3.0447K. be renumbered to L. and a new Section 15-3.0447K. be inserted.
- SECTION 3: Section 15-3.0447K. of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows:

Landscaping. The minimum quantity of plantings to be provided, including in bufferyards, as part of the Landscape Plan for PDD No. 42 shall be in conformance with the following minimums and in substantial conformance with the Landscape Plans dated December 11, 2023:

- Canopy/Shade Trees: 225
- Evergreen Trees: 260
- Decorative Trees: 205
- Shrubs: 1,500

Except for the minimum number of plantings required within Table 15-5.0302, all other standards of Division 15-5.0300 of the Unified Development Ordinance shall be met, unless inconsistent with the quantities of plantings required above.

Plantings located within bufferyards shall be maintained and replaced in perpetuity.

SECTION 4: All other applicable terms and provisions of §15-3.0447, shall apply to Planned Development District No. 42 (Poths General) mixed-use development located at approximately 7154 South 76th Street, and all terms and provisions of §15-3.0447 as existing immediately prior to the adoption of this Ordinance, except as amended hereunder, shall remain in full force and effect.

SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication.

ORDINANCE NO. 2023-_____

Page 4

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of January, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of January, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



**CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION**

Meeting of December 21, 2023

Certified Survey Map, Planned Development District Amendment, and Site Plan

RECOMMENDATION: City Development Staff recommends approval of the Certified Survey Map, Planned Development District Amendment, and Site Plan applications related to the Poths General mixed-use development.

Project Name: Poths General Certified Survey Map, Planned Development District Amendment, and Site Plan

Project Address/Tax Key: Approximately 7154 South 76th Street / 756 9993 012, 756 9993 016, and 756 9993 021

Property Owner: INITECH, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

Applicant: Emily Cialdini, Land By Label

Aldermanic District: District 5

Zoning District: Planned Development District No. 42

Staff Planner: Nick Fuchs, Planning Associate

Introduction/Background

Please note:

- Recommendations are underlined, in italics and are included in the draft resolution.

The applicant has filed a Certified Survey Map, Planned Development District Amendment, and Site Plan applications for the Poths General development for properties located at approximately 7154 South 76th Street.

Certified Survey Map (CSM)

The CSM combines the three properties listed below, which comprise of the Poths General development. Currently these properties consist of the existing Orchard View Shopping Center and the two vacant properties to the east.

Address	Tax Key	Approximate Acreage
7154 South 76 th Street	756 9993 021	10.10
0 West Rawson Avenue	756 9993 016	3.59
0 West Rawson Avenue	756 9993 012	10.88
		24.57

Planned Development District (PDD) Amendment Rationale

The PDD Amendment has been filed as the proposed quantity of plantings does not meet UDO standards as required by Table 15-5.0302 of the Unified Development Ordinance (UDO).

Staff's interpretation of PDD No. 42 is that it requires compliance with all UDO landscape and site plan requirements; however, the applicant has noted in their narrative that they disagree with this interpretation. With that said, a PDD Amendment Application was submitted by the applicant to move the project forward.

It can be noted that PDD No. 42 requires:

“The applicant shall submit a landscape plan, as defined in the Unified Development Ordinance as part of the Certified Survey Map or Preliminary Plat submittal. Such landscape plan shall depict a 30-foot wide landscape buffer where the site abuts residential zoning districts, specifically R-6 as well as Planned Development Districts nos. 11 and 17, and excluding any natural resource area.”

The UDO defines Landscape as follows:

LANDSCAPE PLAN
(See Division 15-7.0301 of this Ordinance.)

Section 15-7.0301 of the UDO lists requirements and information to be included as part of a Landscape Plan submittal; however, does not reference specific standards or Division 15-5.0300.

With that said, the PDD also requires that:

“The applicant shall be responsible for filing Site Plans and/or Special Uses consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for each individual lot resulting from the eventual Certified Survey Map or subdivision plat.”

Site Plans are regulated by Division 15-7.0100. Below are two sections within this Division of the UDO that reference Division 15-5.0300, which includes the quantity standards of Table 15-5.0302.

Section 15-7.0102H.

Required Landscaping and Landscape Bufferyards. Adverse effects of the proposed development and activities upon adjoining residents or owners are minimized by design and installation of landscape bufferyards to provide for appropriate screening, fencing, or landscaping as required in Division 15-5.0300 of this Ordinance. Where required, a "Landscape Plan" meeting the requirements set forth in Division 15-5.0300 has also been submitted for Plan Commission review and approval.

Section 15-7.0103R.

"Landscape Plan" Required. Where landscaping as required in Division 15-5.0300 of this Ordinance is to be installed on the site, a "Landscape Plan" meeting the requirements set forth in Division 15-5.0300 of this Ordinance shall be submitted for Plan Commission review and approval. An applicant may elect to only file a preliminary landscape plan generally depicting the landscaping for the site at the time of Site Plan Review Application filing, with the later submission of a Landscape Plan to be a condition of any final Application approval, except where Department of City Development staff requires the filing of a Landscape Plan with the Application or the Plan Commission requires the Landscape Plan submission during its review of the Application, upon a determination that same is reasonably necessary in order to properly

review the visual impacts of the proposed development. Landscape Plans must be approved by the Plan Commission.

Based upon these requirements for Site Plans, staff finds that Division 15-5.0300 must be adhered to or the PDD amended to specifically state otherwise.

PDD Amendment

The proposed request would amend PDD No. 42 to revise landscaping requirements and to insert language stating that the minimum quantity of plantings to be provided, including in bufferyards, as part of the Landscape Plan for PDD No. 42 shall be in conformance with the quantities shown in the provided Landscape Plan.

The language within PDD No. 42 would also note that except for the minimum number of plantings required within Table 15-5.0302, all other standards of Division 15-5.0300 of the UDO shall be met, unless inconsistent with the quantities of plantings shown within the proposed Landscape Plan.

The exact language can be found in the attached draft ordinance and the quantities of plantings provided is discussed further below under the Landscape Plan section of this report.

Note that this is being proposed as a Minor Amendment. Staff concurs that this should be a minor amendment as it is not a change of use, exterior boundaries, or road network.

Site Plan

The proposed site plan generally consists of the following:

- apartments including a clubhouse, swimming pool, and leasing center and management offices;
- a 50-key boutique hotel with commercial tenant space;
- retail, restaurant, and commercial uses;
- the existing Harry's Ace Hardware; and
- a public square that includes a food truck plaza, pavilion, splash pad, ice-skating rink, farmers/winter holiday market, and public restrooms

The site plan also includes associated parking, landscaping, trails/walkways, and a protected conservation area. The applicant has provided a detailed project narrative, site and development plans, a storm water management plan memo, and a Traffic Impact Analysis.

PDD No. 42 specifically permits the multi-family residential buildings, the hotel, and the hardware store. Other commercial uses may be permitted, within the ground floor of Buildings A and B, as allowed within the B-3 Community Business District. Buildings over four stories or 60-feet in height require Special Use approval. The proposed buildings are four stories and under 60-feet, so a Special Use is not needed.

It should also be noted that PDD No. 42 also specifically permits the pavilion, food truck plaza, identity beacon, ice skating rink, restrooms, outdoor dining, splash pad, clubhouse, swimming pool, and grill area as Accessory Uses.

The site plan is described in further detail below.

Note that complete details have not been provided for the Ace Hardware store and hotel. As such, those modifications to the hardware store and development of the hotel are subject to separate review and approval of a Site Plan Application.

Project Description/Analysis

Upon review of the Plan Commission submittal, received on December 11, 2023, the attached plans are in compliance with PDD No. 42 and UDO development standards, with the approval of the amendment regarding landscaping quantities.

Site Plan

The development includes eight buildings and is accessed from South 76th Street and West Rawson Avenue. The plan consists of 426 apartment units and other commercial uses as noted above. The total site has an area of approximately 24.31 acres and is a combination of three existing parcels. One property is currently home to the Orchard View Shopping Center and the other two properties are vacant.

Dwelling unit sizes are listed below. Note that the PDD does not address dwelling unit sizes nor does it reference any UDO requirements, such as the R-8 District. As such, there are no specific minimum and the proposed sizes are permissible.

- One-bedroom units range in size between 588 square feet and 794 square feet
- Two-bedroom units range in size between 1,051 square feet and 1,237 square feet
- Three-bedroom units range in size between 1,380 square feet and 1,457 square feet

The applicant has provided Site Intensity and Capacity Worksheets as well as an exhibit, which demonstrates compliance with PDD No. 42 standards for both the commercial area and residential area of the PDD. The total greenspace throughout the entire development is about 42.4%.

Traffic Impact Analysis (TIA)

A TIA was completed as recommended by the City in the initial review and adoption of PDD No. 42. The Executive Summary is attached. The TIA includes recommendations that, if followed, would generally provide a Level of Service of D or better.

Staff recommends that the applicant comply with all recommendations of the Traffic Impact Analysis, completed by Ayres, dated August 16, 2023.

The Department of City Development may be contacted to obtain a digital copy of the full TIA report.

Parking

PDD No. 42 requires parking to comply with Unified Development Ordinance parking standards, with the maximum number of parking spaces not exceeding the amount shown on Exhibit A of the PDD unless otherwise approved by the Plan Commission. Exhibit A of PDD No. 42 listed a total of 1,103 parking spaces anticipated.

The Site Plan includes 386 enclosed parking spaces and 694 surface parking spaces. This is a total of 1,080 parking spaces and includes 16 ADA accessible spaces. With over 694 exterior parking spaces provided, 2% must be ADA accessible, which is a minimum of 14 ADA parking spaces. With 16 ADA spaces provided, this standard is met.

Drive aisles are 24-feet in width and parking spaces are 9' x 20' (180 square feet) in compliance with UDO standards. PDD No. 42 also requires a minimum 30-foot parking setback from residential areas and 10 feet from commercial properties outside PDD No. 42. This standard is met as well.

For comparison purposes, Table 15-5.0203 of the UDO suggests minimum parking ratios. With a total of 236 one-bedroom units, 136 two-bedroom units, and 54 three-bedroom units, the UDO suggests a minimum of 643 parking spaces for the proposed multi-family.

Using the ratio for shopping centers, 5/1,000 square feet of Gross Floor Area, about 225 parking spaces are required for the commercial area. The hotel use is an additional 75 parking spaces suggested. This is a total of 943 parking spaces. It should also be considered that the development will include restaurants, which have a higher parking demand. Moreover, other uses, such as the seasonal market, ice skating ribbon, the nature playscape, and other miscellaneous uses and events would add to the parking demand of the development.

Based on the above, staff finds the parking provided is appropriate and does not object to the quantity proposed.

Landscape Plan

PDD No. 42 requires that “The applicant shall submit a landscape plan, as defined in the Unified Development Ordinance as part of the Certified Survey Map or Preliminary Plat submittal. Such landscape plan shall depict a 30-foot wide landscape buffer where the site abuts residential zoning districts, specifically R-6 as well as Planned Development nos. 11 and 17, and excluding any natural resource area.”

The 30-foot wide landscape buffer is shown and provided for on the plans. The applicant is proposing a total of 227 Canopy/Shade trees, 260 Evergreens, 205 Decorative trees, and 1,524 Shrubs.

The Landscape Plan includes tables indicating required and proposed landscaping quantities for the residential area and commercial area of the development. It does not, however, include the 20% increase in plantings for bufferyards.

Based upon the information provided by the applicant, the Landscape Plan is deficient by 481 Canopy/Shade trees, 112 Evergreens, and 287 Decorative trees. The Landscape Plan includes 168 shrubs over the required minimum. Again, this does not include the 20% increase in plantings required for bufferyards. It should also be noted that 53 trees with a caliper of 8” or greater are also being preserved.

Overall, staff finds that the landscape plan provides a significant number of plantings, and there are limited areas to provide additional plantings. Some of the remaining open space areas are intended for that use, such as the open area adjacent to the food truck plaza as well as the central lawn area. These areas are intended to serve as community and gathering type spaces, where landscaping would not necessarily be appropriate.

Staff does not object to the quantity of landscaping proposed.

Regarding the landscaping, staff recommends that:

- *A minimum 2-year plant replacement guaranty for all landscaping shall be provided*
- *Plantings located within bufferyards shall be maintained and replaced in perpetuity*

Lighting Plan

A Lighting Plan including a photometric layout and cut sheets of proposed fixtures has been provided. The lighting is in conformance with UDO standards. Light poles will have a peak height of 12-feet and light levels are 0 footcandles at the property lines.

Natural Resource Protection Plan (NRPP)

A NRPP is attached. The applicant has revised the site plan to avoid impacts to protected natural resources beyond what is allowed by the UDO. The site contains young woodlands, wetlands and associated wetland buffers and setbacks, and steep slopes.

Young woodlands will be impacted, but again, within the disturbance limits allowed by the UDO. Wetland setbacks will also be disturbed, but restored to their natural state.

A Conservation Easement required, and a draft has been provided for staff review. Site Plan approval shall be contingent upon the Common Council review and approval of a Conservation Easement.

Architecture

Elevations and renderings are attached for Plan Commission review. The buildings consist of a variety of vertical and horizontal metal and fiber cement siding. A masonry veneer is also included. Balconies are included with a transparent railing on the apartment buildings.

Signage

Sign details have not yet been provided. Signage will require separate sign review and sign permits prior to installation. All signage must comply with the City's sign regulations.

Storm water Management

It is recommended that final approval of grading, erosion control, storm water management, and utilities, as may be applicable, be granted by the Engineering Department prior to any land disturbance activities.

Staff Recommendation:

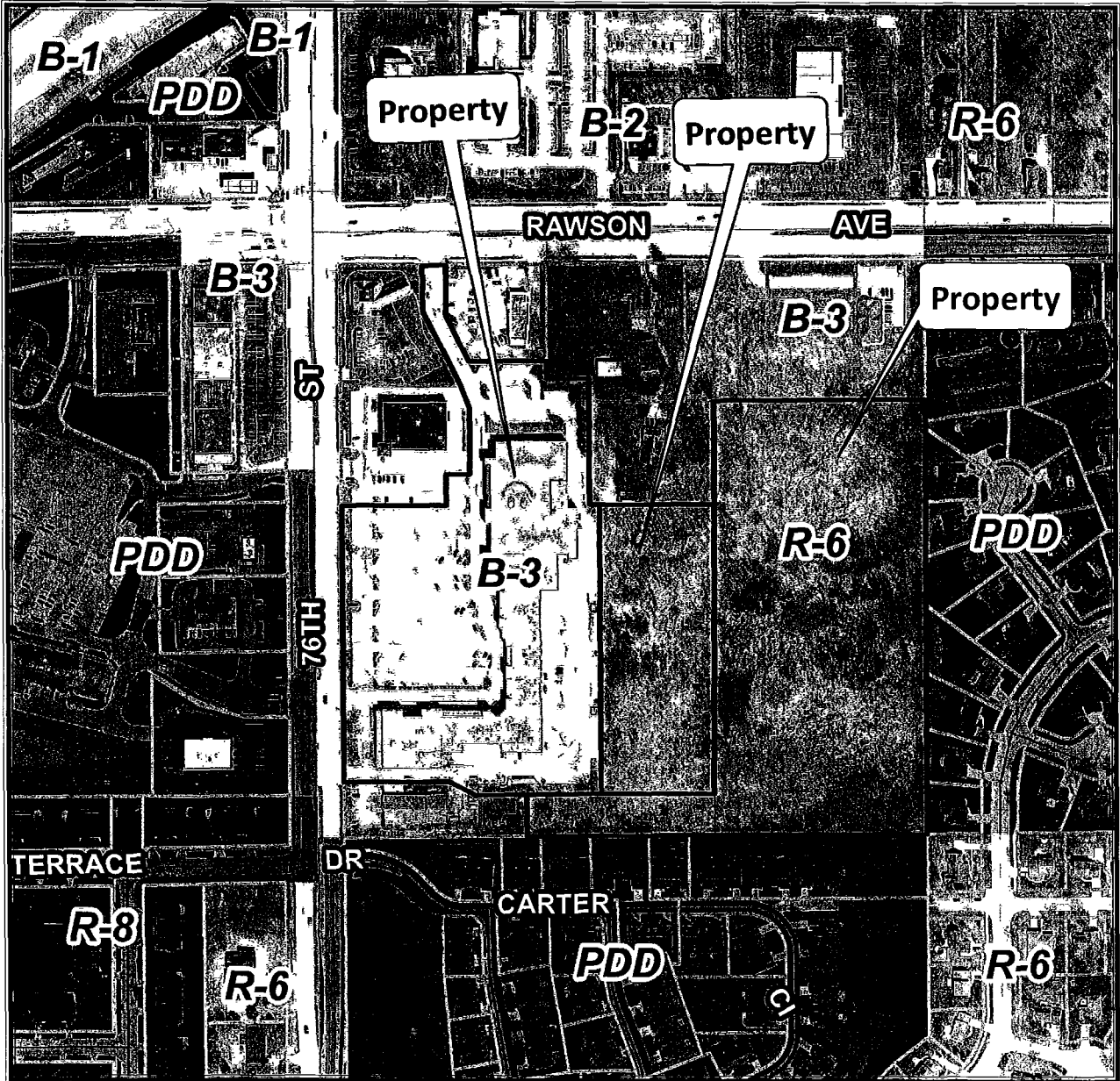
City Development Staff recommends approval of the Certified Survey Map to combine the three existing parcels bearing Tax Key Nos. 756 9993 021, 756 9993 016, and 756 9993 012.

City Development Staff recommends approval of the PDD Amendment as a Minor Amendment.

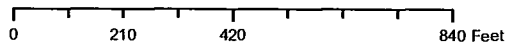
City Development Staff recommends approval of the PDD Amendment to amend landscaping standards within PDD No. 42.

City Development Staff recommends the approval of the Site Plan for the Poths General development, subject to the conditions listed in the draft resolution.

7154 S. 76th Street
 TKNs 756 9993 021, 756 9993 016 & 756 9993 012



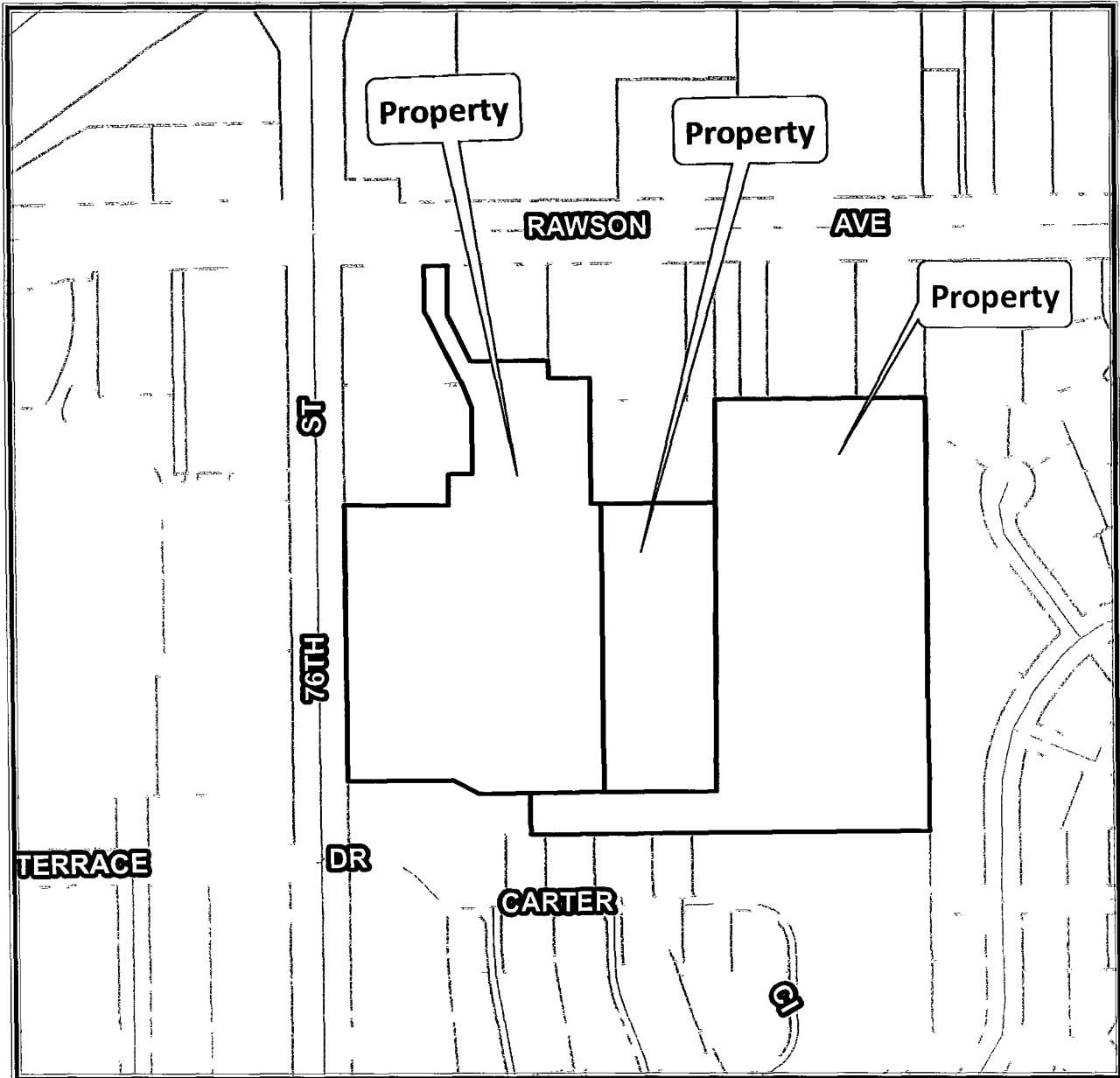
Planning Department
 (414) 425-4024



2021 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.

7154 S. 76th Street
TKNs 756 9993 021, 756 9993 016 & 756 9993 012



Planning Department
(414) 425-4024

0 210 420 840 Feet



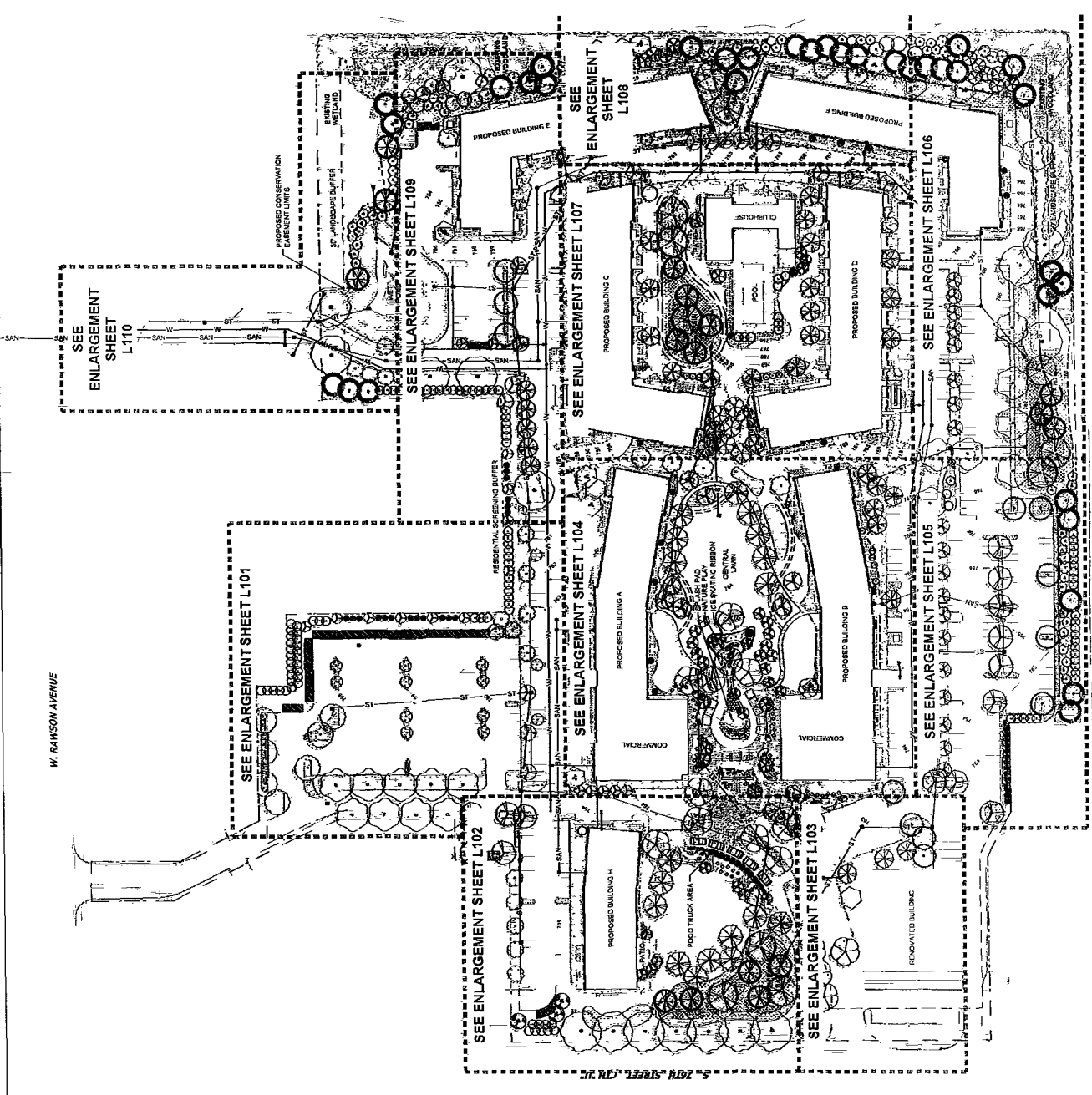
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.

LANDSCAPE LEGEND:

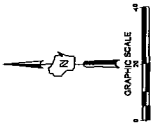
	TURFGRASS SEED (TO BE PRESERVED)
	TURFGRASS SEED (TO BE REPLACED)
	EXISTING WETLAND BUFFER (TO BE PRESERVED)
	EXISTING WETLAND BUFFER (TO BE REPLACED)
	MARKET TREE (TO BE PRESERVED)
	MARKET TREE (TO BE REPLACED)
	STONE MULCH
	NATIVE SEED MIX
	BIORRETENTION PERENNIAL PLANTS
	BIORRETENTION ANNUALS
	BIORRETENTION TREES
	PROPERTY LINE
	METAL PLANT EDGING
	SHOULDER PLANT EDGING
	CONSERVATION EASEMENT LINE

Detail	Minimum Qty Standard	Minimum Qty Proposed
Crabapple Tree	1/1 DU	64
Evergreen Tree	1/2 DU	43
Decorative Tree	1/2 DU	43
Shrub	3/2 DU	1,368
Ornamental Grass	N/A	1,178

Detail	Minimum Qty Standard	Minimum Qty Proposed
Crabapple Tree	1/1 Sph	60
Evergreen Tree	1/1 Sph	40
Decorative Tree	1/1 Sph	40
Shrub	1/1 Sph	60
Ornamental Grass	N/A	625



- LANDSCAPE GENERAL NOTES:**
- VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, PIPES AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION.
 - INSPECT THE SITE PRIOR TO COMMENCING WORK, DOCUMENT IN WRITING AND PHOTOGRAPH EXISTING CONDITIONS AND AREAS AS A BASIS FOR ANY CHANGES TO THE SITE PLAN. ALL CHANGES MUST BE APPROVED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT.
 - COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH INSTALLATION OF ADJACENT PAVEMENTS, DRIVEWAYS, CURB RELATED STRUCTURES WITH OTHER TRADES.
 - RESTORE AREAS OF THE SITE OR ADJACENT AREAS WHERE DISTURBED, DAMAGE CAUSED DURING CONSTRUCTION, TO EXISTING CONDITIONS AND IMPROVEMENTS TO THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. SPECIFICATIONS RELATED TO TREE PROTECTION, SOIL PREPARATION, SOIL GRASSES AND PLANTS, THESE SECTIONS PROVIDE ADDITIONAL INFORMATION ON MATERIALS AND SET STANDARDS FOR QUALITY AND INSTALLATION REQUIREMENTS.
 - PROVIDE 3" DOUBLE SHIPPED BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.



POTHS GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132
LANDSCAPE PLAN ENLARGEMENT

PRELIMINARY
NOT FOR CONSTRUCTION

DATE: 12/17/2013
 PLAN COMMISSION SUBMITTAL: 12/17/13

NO. REVISION: _____ DATE: _____

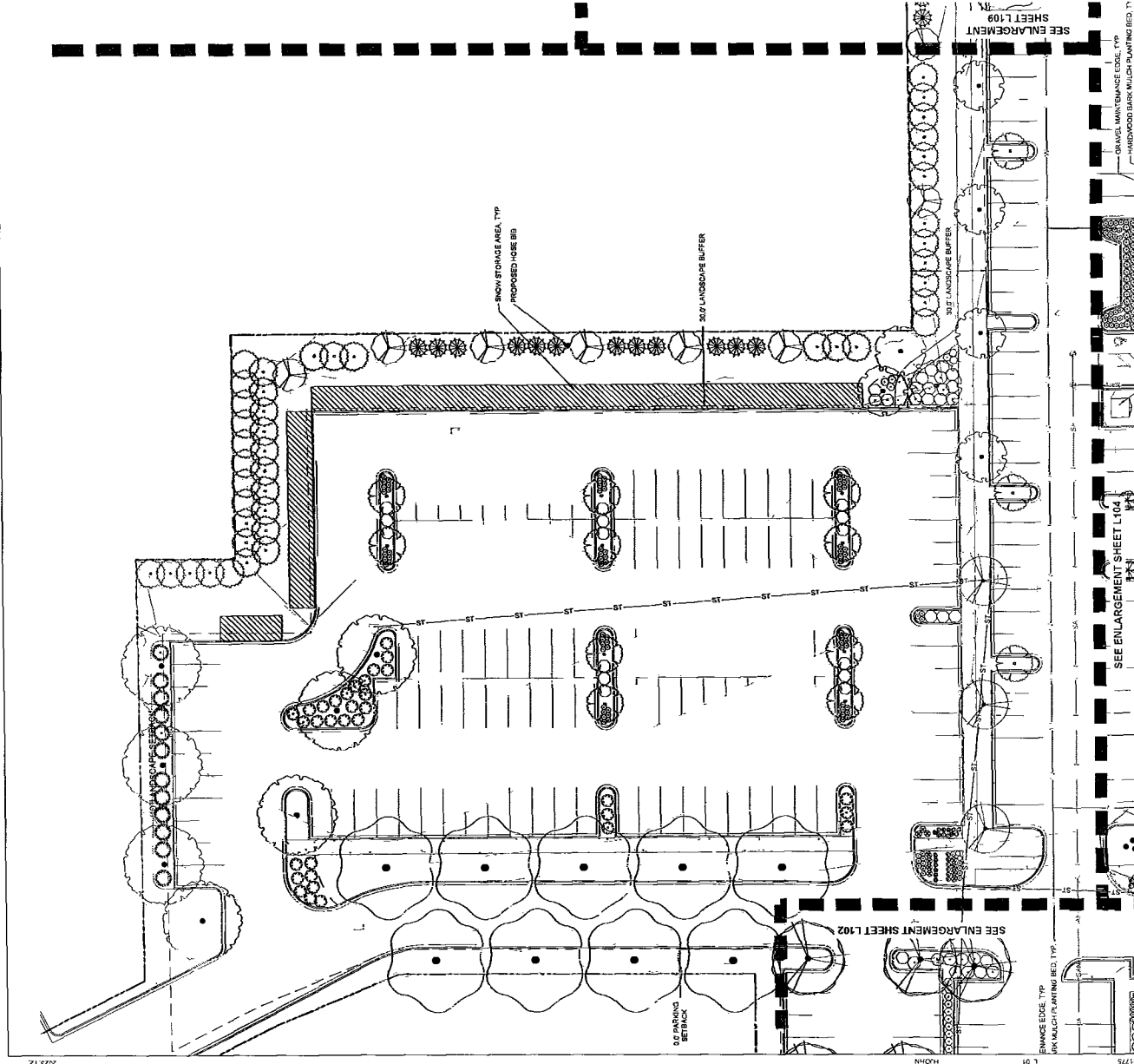
SCALE:	20'
PROJECT NO:	21775
DESIGN DATE:	02/21/13
PLOT DATE:	02/21/13
DRAWN BY:	JL
CHECKED BY:	JL
DATE:	02/21/13
SHEET NO:	101

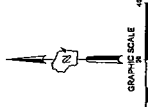
- LANDSCAPE LEGEND:**
- TURF GRASS SEED
 - EXISTING WETLAND (TO BE PRESERVED)
 - EXISTING WETLAND BUFFER (TO BE PRESERVED)
 - HARDWOOD BARK MULCH PLANT BED
 - STONE MULCH
 - NATIVE SEED MIX
 - BIODEGRADABLE PLANTING PITS
 - SNOW STORAGE AREA
 - EXISTING WOODLANDS
 - PROPERTY LINE
 - METAL PLANT EDGING
 - CONSERVATION BASELINE

SYMBOL	CODE	INSTANSAL / COMMON NAME
(Tree symbol)	MP	Millett's Purple Pine* Purple Prince Chastetree
(Tree symbol)	MS	Millett's Spring Snow Spring Snow Chastetree
(Tree symbol)	SR	Spring Snow Spring Snow Very Silky Very Silky Japanese Tree Lilac
(Tree symbol)	Q22	Quercus alba White Oak* Shademaster Shademaster Heavy Leafed
(Tree symbol)	QC	Quercus bicolor Swamp White Oak* Bristle Oak
(Tree symbol)	UA	Ulmus americana American Elm* Princeton American Elm
(Tree symbol)	JA	Jacqueline's Silver Birch* Star Birch* Star Birch
(Tree symbol)	TC1	Thuja occidentalis 'Dark Green' Dark American Arborvitae
(Tree symbol)	HB	Hydrangea paniculata 'Van Dyke' Blandford Hydrangea
(Tree symbol)	RC	Rosa carolina 'Dorothy' Double Rose
(Tree symbol)	JA	Jacqueline's Silver Birch* Star Birch* Star Birch
(Tree symbol)	JA2	Jacqueline's Silver Birch* Star Birch* Star Birch
(Tree symbol)	EB	Empetrum nigrum European Black Raspberry
(Tree symbol)	AF3	Aster multiflorus 'Blue Boy' Blue Boy Aster
(Tree symbol)	BC2	Berberis thunbergii 'Nana' Dwarf Japanese Barberry
(Tree symbol)	HC	Hosta 'Cavalier' Hosta
(Tree symbol)	SP	Sparganium angustifolium Purple Sparganium

LANDSCAPE GENERAL NOTES:

- VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, RECESSED AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION.
- INSPECT THE SITE PRIOR TO COMMENCING WORK, DOCUMENT IN WRITING AND PHOTOGRAPHICALLY. VERIFY ALL DIMENSIONS AND LOCATIONS. ADJUST TO THE LIMITS OF PHOTOGRAPHS AND FIELD SURVEY. ALL DIMENSIONS AND LOCATIONS MUST BE DOCUMENTED IN THE PHOTOGRAPHS PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
- COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH INSTALLATION OF ADJACENT PAVEMENT, DRAINAGE, CURB, ETC. PRIOR TO BIDDING AND CONSTRUCTION.
- IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. CONTRACTOR SHALL THOROUGHLY REVIEW ALL SPECIFICATIONS RELATED TO TREE AND PLANT MATERIAL, INCLUDING BUT NOT LIMITED TO: TREE AND PLANT MATERIAL SPECIFICATIONS, ADDITIONAL INFORMATION ON MATERIALS AND SET STANDARDS FOR QUALITY AND INSTALLATION REQUIREMENTS.
- PROVIDE 3" DOUBLE SHREDDED BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.





POTHS GENERAL DEVELOPMENT
 FRANKLIN, WI 53132
 LANDSCAPE PLAN ENLARGEMENT

PRELIMINARY NOT FOR CONSTRUCTION
 DATE: _____
 DATE: _____
 DATE: _____
 DATE: _____
 NO REVISION: _____
 DATE: _____

SCALE	3/4"
PROJECT NO.	21775
DESIGN DATE	_____
PLD DATE	2023, 2.11
DRAWN BY	AL
CHECKED BY	AL
APPROVED BY	ETC
SHEET NO.	L102

LANDSCAPE LEGEND:

TURFGRASS SEED (TO BE PRESERVED)
 HARDWOOD BARK MULCH PLANT BED (TO BE PRESERVED)
 STONE MULCH (TO BE PRESERVED)
 NATIVE SEED MIX (TO BE PRESERVED)
 BROWN TATION PERENNIAL FLUOS
 SNOW STORAGE AREA
 EXISTING WOODLANDS (TO BE PRESERVED)
 PROPERTY LINE
 METAL PLANT EDGING
 METAL PLANT EDGING WITH 1/2" BUCKING
 CONSERVATION EMBLEM LINE

PLANT KEY

SYMBOL	CODE	INTERNATIONAL COMMON NAME
Tree symbol	BV	Solo Starbark 'Vintage' Wintergreen Oak Bush
Tree symbol	CS	Cherokee Shagbark Elm
Tree symbol	IP	Milvum 'Purple Prince' Purple Prince Crabapple
Tree symbol	AM	Amelanchier 'Virens' Blue Shrub
Tree symbol	BR	Black Gum
Tree symbol	DA	Crataegus 'Nancy Sibley' Autumn Gold Magnolia Tree
Tree symbol	LE	Leucojum 'Triton' Lily
Tree symbol	PI	Pinus strobus 'Blue Star' Blue Star Pine
Tree symbol	CO	Quercus bicolor 'Burm's and Mill' Burser Oak
Tree symbol	JK	Juncus 'JN Silver Blue' Blue Juncus
Tree symbol	TD	Thuja occidentalis 'Dan Cooper' Dark American Arborvitae
Tree symbol	YS	Thuja occidentalis 'Savoy' Emerald Green Arborvitae

REVISIONS:

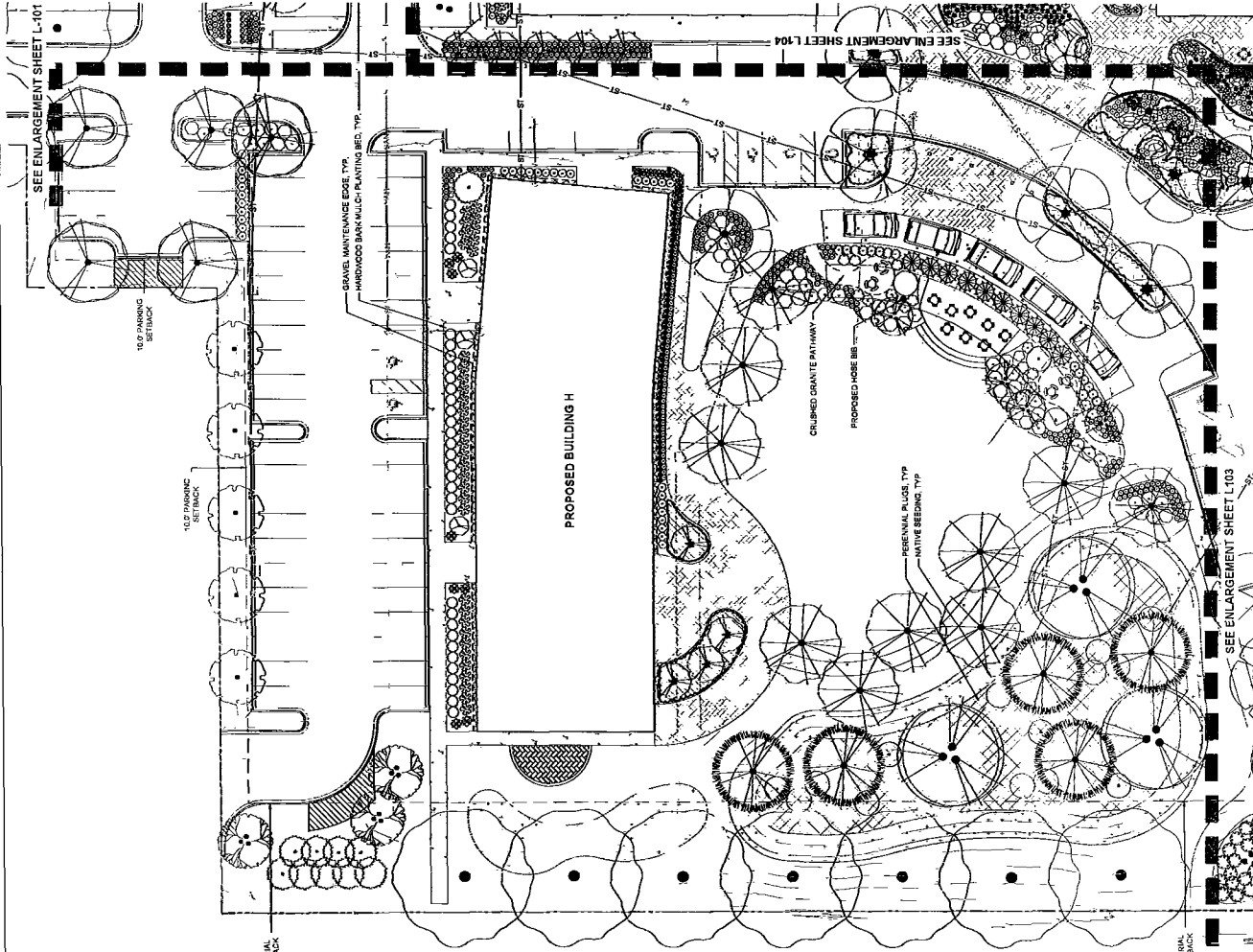
1	CSA	Circle in square Standard
2	CF	Circle with slash
3	P30	Proposed in position
4	SC	Shaded in position
5	IP	International Planting
6	TE	Tree in position

EXISTING MATERIALS:

1	SH	Shrub
2	BT	Burnt Tation

PROPOSED MATERIALS:

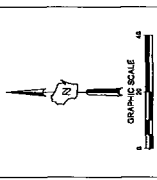
1	AM	Amelanchier 'Virens'
2	BR	Black Gum
3	DA	Crataegus 'Nancy Sibley'
4	LE	Leucojum 'Triton'
5	PI	Pinus strobus 'Blue Star'
6	CO	Quercus bicolor
7	JK	Juncus 'JN Silver Blue'
8	TD	Thuja occidentalis 'Dan Cooper'
9	YS	Thuja occidentalis 'Savoy'



LANDSCAPE GENERAL NOTES:

- VERIFY EXISTING AND PROPOSED CONDITIONS (UTILITIES, DRESSES, AND STRUCTURES ETC.) PRIOR TO BIDDING AND CONSTRUCTION. WRITING AND PHOTOGRAPH EXISTING CONDITIONS WITHIN AND IN VICINITY OF THE SITE IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES NOT CAUSED BY HIS OWN WORK PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH INSTALLATION OF ADVANCED PAVEMENTS, DRAINAGE, CURB AND RELATED STRUCTURES WITH OTHER TRADES.
- RESTORE AREAS OF THE SITE OR ADJACENT AREAS, WHERE NECESSARY, TO ORIGINAL CONDITIONS AND MAINTAIN RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL THOROUGHLY REVEAL ALL SPECIFICATIONS, DIMENSIONS AND PLANTING IN THESE SECTIONS PROVIDE ADDITIONAL DETAILS AND MATERIALS TO MEET ALL STANDARDS FOR QUALITY AND INSTALLATION REQUIREMENTS.
- PROVIDE 2 TO 3 IN. DUE BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.

CALL DIGGERS: INTENTIONS
 1. 48" x 48" ASPHALT ROAD SETBACK
 2. 40' x 40' ASPHALT ROAD SETBACK
 3. 40' x 16' ASPHALT ROAD SETBACK
 4. CRUMBLED GRANITE PATHWAY
 5. PROPOSED HOSE BIB
 6. PERENNIAL PLUGS
 7. NATIVE SEEDING
 8. GRAVEL WINTERWAVE EDGE
 9. HARDWOOD BARK MULCH PLANTING BED
 10. 16' x 16' PARKING ISLAND



POTH GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132
LANDSCAPE PLAN ENLARGEMENT

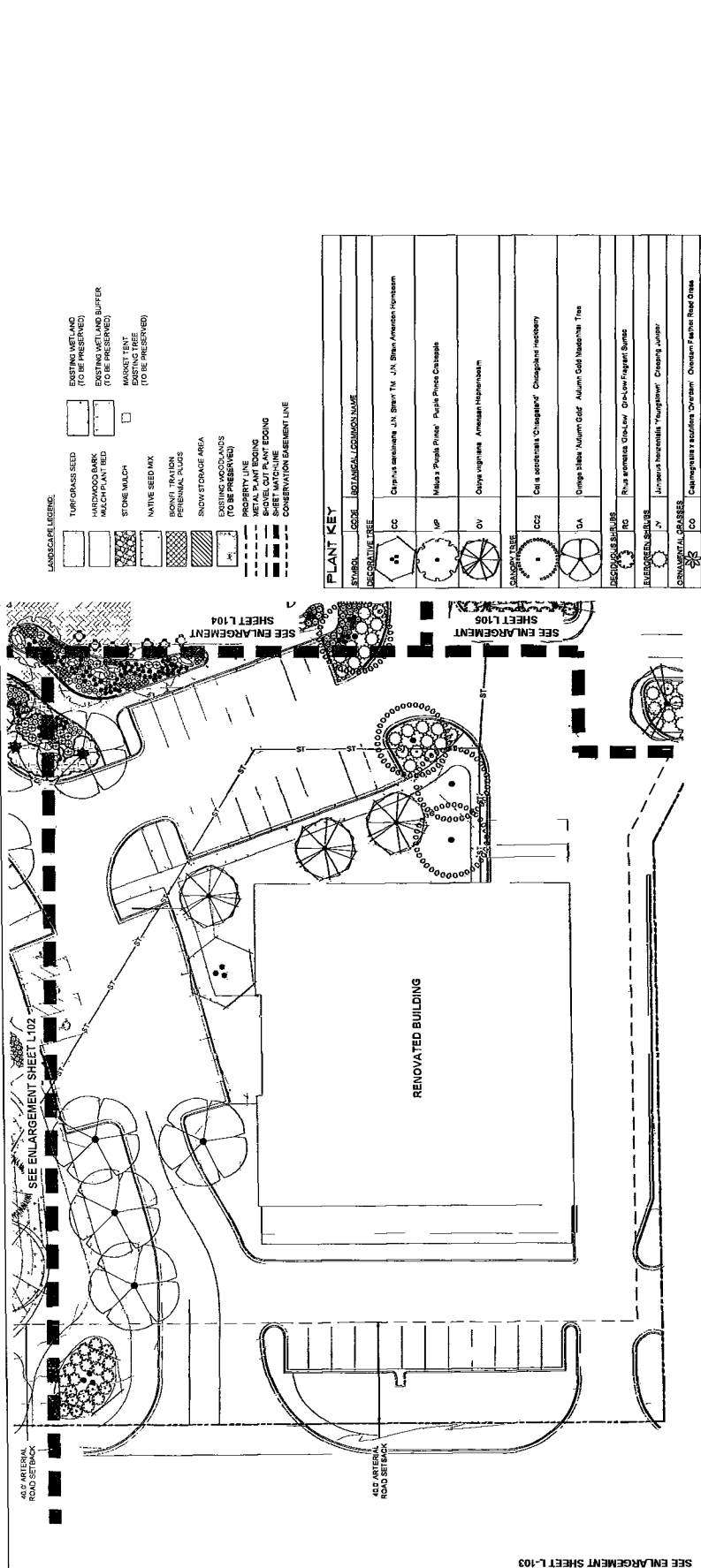
PRELIMINARY NOT FOR CONSTRUCTION

DATE	DATE

NO. REVISION	DATE

SCALE	20'
PROJECT NO.	21775
DESIGN DATE	
PLOT DATE	2023. 2. 1
DRAWN BY	JLV
CHECKED BY	
APPROVED BY	CTC
SHEET NO.	

L103



LANDSCAPE LEGEND:

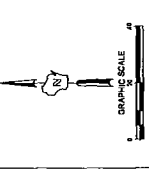
	TURF GRASS SEED
	HARDWOOD BARK MULCH PLANT BED
	STONE MULCH
	NATIVE SEED MIX
	SNOW STORAGE AREA
	EXISTING WOODLANDS
	PROPERTY LINE
	METAL PLANT BED EDGING
	CONSERVATION EASEMENT LINE

REMOVE AND PRESERVE
 PRESERVE AND PRESERVE
 TO BE PRESERVED
 EXISTING TREE
 (TO BE PRESERVED)

PLANT KEY

SYMBOL	CODE	SCIENTIFIC NAME
	CC	Cupressus sempervirens 'L.N. Green' TM L.N. Street American Magnolia
	MP	Malus x Purple Prince Purple Prince Crabapple
	CR	Corylus rostrata American Hazelnut
	CC2	Celtis occidentalis 'Chagallier' Champagne Hackberry
	QA	Quercus alba Autumn Gold Autumn Gold Magnolia Tree
	RT	Rhus typhina Green Oak-Low Fragrant Syringa
	JR	Juncus roemerianus 'Hanging Star' Hanging Star
	CO	Calluna vulgaris 'Autumn Dream' Autumn Dream Blue Rose Orange
	AI	Alnus incana 'Milkmaid' Milkmaid Congregational Drift
	BK	Berberis thunbergii Blue Milk Hedge
	EP	Echinacea purpurea 'Vera Vera High' Vera Vera High Coneflower
	NP	Nepeta x City Palomar City Palomar Catmint
	SP	Symplocos tinctoria 'Noveboracensis' Purple Dome New England Aster

- LANDSCAPE GENERAL NOTES:**
- VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, PIPES, AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION.
 - INSPECT THE SITE PRIOR TO COMMENCING WORK. DOCUMENT IN WRITING ANY DEFICIENCIES, DEFECTS, OR DAMAGE TO EXISTING AREAS ADJACENT TO THE LIMITS OF CONSTRUCTION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE NOT CAUSED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
 - COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH THE INSTALLATION OF ADJACENT PAVEMENTS, DRAINAGE, CURB, AND UTILITY WORK.
 - PROTECT AREAS OF THE SITE FOR EXISTING AREAS, UNLESS DISTURBED, DAMAGE CAUSED DURING LANDSCAPE INSTALLATION TO EXISTING COULTERS AND PIPES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - CONSERVATION EASEMENT, TECHNICAL GENERAL SPECIFICATIONS, GRASSES AND PLANTS THESE SPECIFICATIONS PROVIDE ADDITIONAL RELATED TO TREE PROTECTION, SOIL PREPARATION, TURF, AND INSTALLATION REQUIREMENTS. THE CONTRACTOR SHALL VERIFY AND INSTALLATION REQUIREMENTS.
 - PROVIDE DOUBLE SHREDED BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.



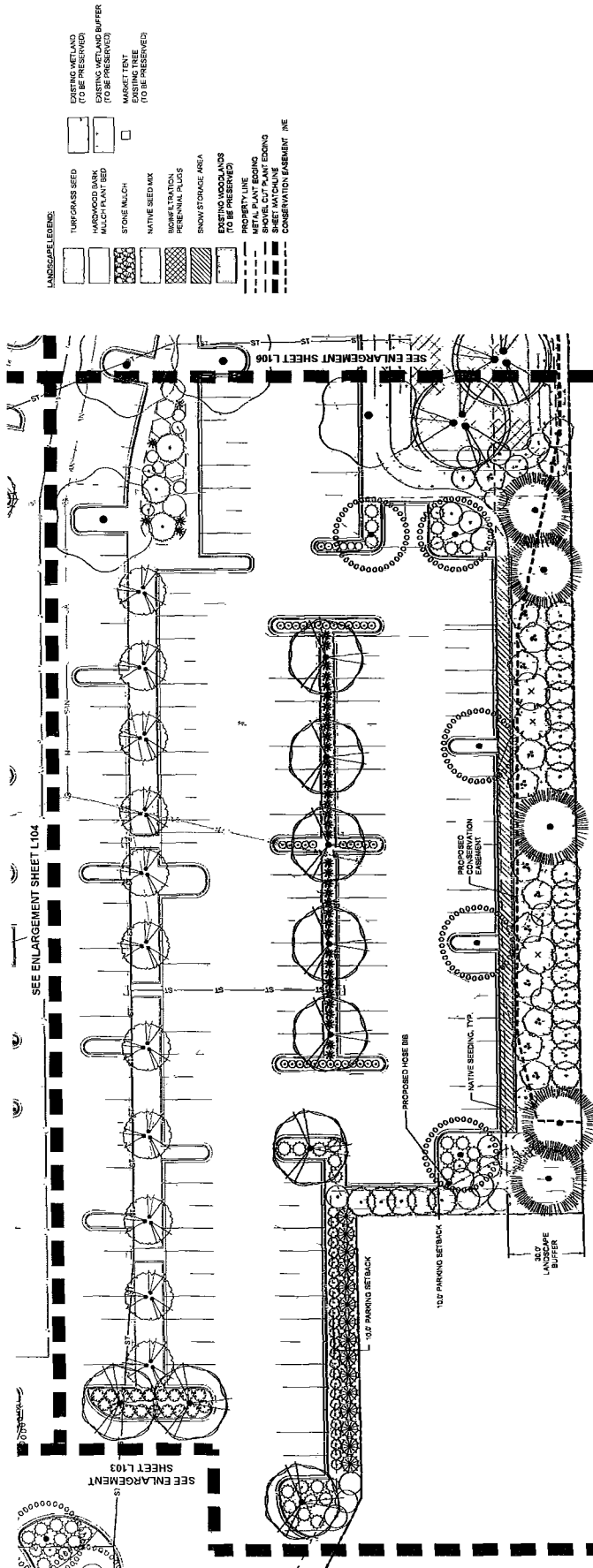
POTH'S GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132
LANDSCAPE PLAN ENLARGEMENT

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION NO. _____ DATE _____
 PLAN COMMISSION SUBMITTAL 10/10/20

NO REVISION _____ DATE _____

SCALE	1" = 20'
PROJECT NO.	21775
DESIGN DATE	09/23/2011
PLOT DATE	09/23/2011
DRAWN BY	JL
CHECKED BY	JL
APPROVED BY	JCC
SHEET NO.	L105



- LANDSCAPE LEGEND:**
- TURF GRASS SEED
 - HARDWOOD BARK MULCH PLANT BED
 - STONE MULCH
 - NATIVE SEED MIX
 - WATER PENETRATION PERMEABLE CURBS
 - SNOW STORAGE AREA
 - EXISTING WOODLANDS (TO BE PRESERVED)
 - PROPERTY LINE
 - MAINTENANCE ROW
 - MAINT. CUT PLANT BEDS
 - SHEET MATCHLINE
 - CONSERVATION EMBANKMENT LINE
 - EXISTING METHOD (OR BEST METHOD) BUFFER TO BE PRESERVED
 - MARKET TREE (TO BE PRESERVED)

PLANT KEY

SYMBOL	CODE	BOTANICAL COMMON NAME
(Symbol)	AC	Acer glabrum
(Symbol)	HY	Hieracium sp.
(Symbol)	AM	Aster multiflorus
(Symbol)	BR	Berberis sp.
(Symbol)	CC	Cornus canadensis
(Symbol)	FR	Fragaria sp.
(Symbol)	IA	Impatiens sp.

SYMBOL	CODE	BOTANICAL COMMON NAME
(Symbol)	JL	Juniperus horizontalis
(Symbol)	PS	Phlox subulata
(Symbol)	TO	Thuja occidentalis
(Symbol)	CA	Cornus verticillata
(Symbol)	CF	Cornus florida
(Symbol)	HL	Hydrangea paniculata
(Symbol)	PC	Prunella canadensis
(Symbol)	PC2	Prunella canadensis
(Symbol)	PC3	Prunella canadensis
(Symbol)	PC4	Prunella canadensis
(Symbol)	PC5	Prunella canadensis
(Symbol)	PC6	Prunella canadensis
(Symbol)	PC7	Prunella canadensis
(Symbol)	PC8	Prunella canadensis
(Symbol)	PC9	Prunella canadensis
(Symbol)	PC10	Prunella canadensis
(Symbol)	PC11	Prunella canadensis
(Symbol)	PC12	Prunella canadensis
(Symbol)	PC13	Prunella canadensis
(Symbol)	PC14	Prunella canadensis
(Symbol)	PC15	Prunella canadensis
(Symbol)	PC16	Prunella canadensis
(Symbol)	PC17	Prunella canadensis
(Symbol)	PC18	Prunella canadensis
(Symbol)	PC19	Prunella canadensis
(Symbol)	PC20	Prunella canadensis
(Symbol)	PC21	Prunella canadensis
(Symbol)	PC22	Prunella canadensis
(Symbol)	PC23	Prunella canadensis
(Symbol)	PC24	Prunella canadensis
(Symbol)	PC25	Prunella canadensis
(Symbol)	PC26	Prunella canadensis
(Symbol)	PC27	Prunella canadensis
(Symbol)	PC28	Prunella canadensis
(Symbol)	PC29	Prunella canadensis
(Symbol)	PC30	Prunella canadensis
(Symbol)	PC31	Prunella canadensis
(Symbol)	PC32	Prunella canadensis
(Symbol)	PC33	Prunella canadensis
(Symbol)	PC34	Prunella canadensis
(Symbol)	PC35	Prunella canadensis
(Symbol)	PC36	Prunella canadensis
(Symbol)	PC37	Prunella canadensis
(Symbol)	PC38	Prunella canadensis
(Symbol)	PC39	Prunella canadensis
(Symbol)	PC40	Prunella canadensis
(Symbol)	PC41	Prunella canadensis
(Symbol)	PC42	Prunella canadensis
(Symbol)	PC43	Prunella canadensis
(Symbol)	PC44	Prunella canadensis
(Symbol)	PC45	Prunella canadensis
(Symbol)	PC46	Prunella canadensis
(Symbol)	PC47	Prunella canadensis
(Symbol)	PC48	Prunella canadensis
(Symbol)	PC49	Prunella canadensis
(Symbol)	PC50	Prunella canadensis

LANDSCAPE GENERAL NOTES:

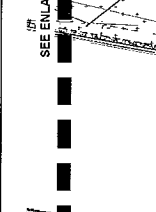
- VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, PIPES, AND STRUCTURES ETC. PRIOR TO BIDDING AND CONSTRUCTION.
- INSPECT THE SITE PRIOR TO COMMENCING WORK, DOCUMENT IN PHOTOGRAPHS AND VIDEO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DOCUMENTATION.
- COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH ALL RELATED STRUCTURES WITH OTHER TRADES.
- REMOVE AREAS OF THE SITE OR ADJACENT AREAS WHERE DISTURBED DAMAGE CAUSED DURING LANDSCAPE INSTALLATION IS TO BE REPAIRED BY THE CONTRACTOR.
- CONTRACTOR SHALL THOROUGHLY REVIEW ALL SPECIFICATIONS RELATED TO TREE PROTECTION, SOIL PREPARATION, IRRIGATION, MULCHING, AND SET STANDARDS FOR QUALITY AND INSTALLATION REQUIREMENTS.
- PROVIDE DOUBLE SHREDDED BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.



ALL INFORMATION ON THIS PLAN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE: 09/23/2011
 DRAWN BY: JL
 CHECKED BY: JL
 APPROVED BY: JCC

7044 South Baseline Dr. - S.L. 18 185
Project # 41-202-24-19
Phase # 4 - L202-24-19



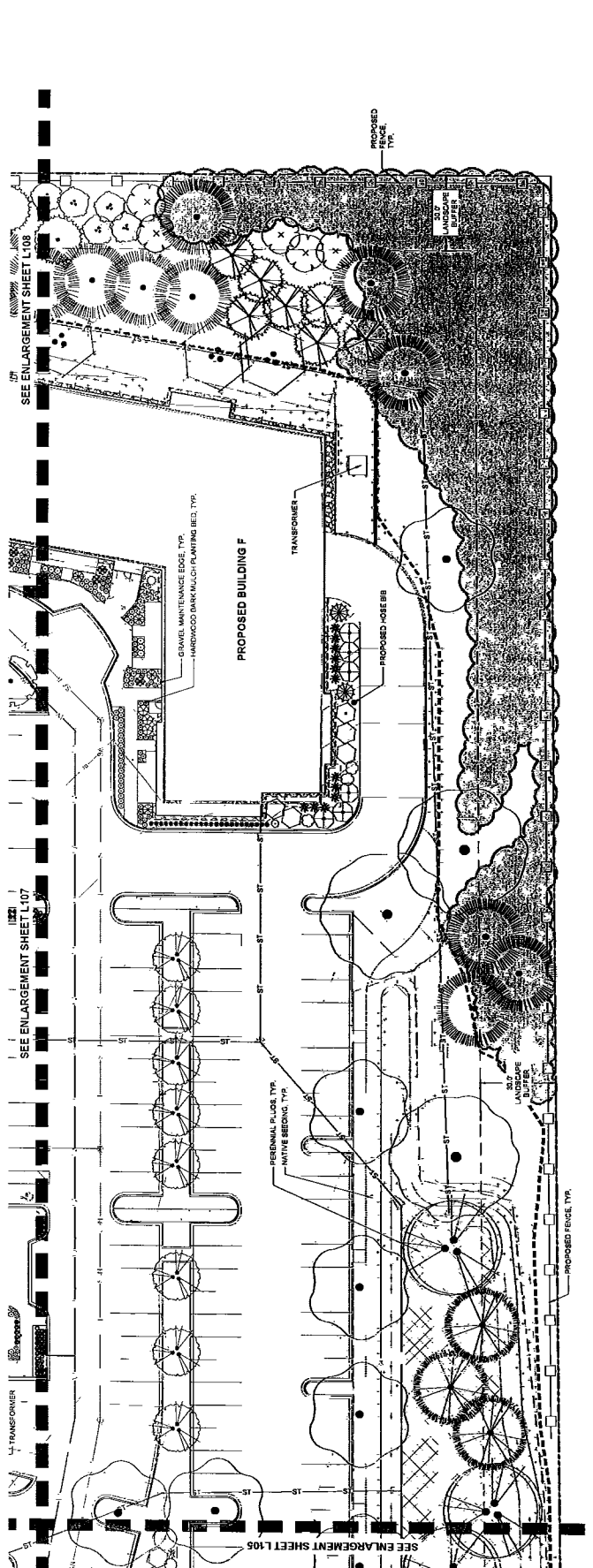
POTHS GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132
LANDSCAPE PLAN ENLARGEMENT

PRELIMINARY
NOT FOR CONSTRUCTION

NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		

SCALE	PROJECT NO.	DATE
1" = 20'	2024	
	2023	
	2022	
	2021	
	2020	
	2019	
	2018	
	2017	
	2016	
	2015	
	2014	
	2013	
	2012	
	2011	
	2010	
	2009	
	2008	
	2007	
	2006	
	2005	
	2004	
	2003	
	2002	
	2001	
	2000	
	1999	
	1998	
	1997	
	1996	
	1995	
	1994	
	1993	
	1992	
	1991	
	1990	
	1989	
	1988	
	1987	
	1986	
	1985	
	1984	
	1983	
	1982	
	1981	
	1980	

SHEET NO. L106



PERMANENT GRASSES

CD	Plant Name
CG	Climacox s. exoniensis 'Overtime' Overtime Feather Reed Grass
MG	Manx-Twea s. rensia 'Gratiol' mix' Bulble Grass

PERENNIALS

PA	Plant Name
PA	Fallopia alopecurus 'Lemon Lace' Lemon Lace Vine
PA	Fallopia alopecurus 'Lemon Lace' Lemon Lace Vine

UNDERGREEN TREES

Symbol	Tree Name
UE	Juniperus procumbens 'Spreading Juniper'
UX	Amelanchier canadensis 'Forest Idol' Forest Idol
UC	Persea glandulosa 'White Star' White Star
UE	Phlox paniculata 'White Pine' White Pine
UE	Thuja occidentalis 'Smykoff' Emerald Green Arborvitae

DECIDUOUS SHRUBS

Symbol	Shrub Name
DS	Camelia sasanqua 'NCC07' Wonderful Blood & Snow Tree
DS	Hydrangea paniculata 'Limelight' Limelight Panicle Hydrangea
DS	Hydrangea paniculata 'Limelight' Limelight Panicle Hydrangea
DS	Buraria ciliolata 'Chippendale' Chippendale
DS	Bona's 'Green Mound' Green Mound
DS	Buraria ciliolata 'Green Mound' Green Mound
DS	Buraria ciliolata 'Green Mound' Green Mound
DS	Juniperus horizontalis 'Blue Chip' Blue Chip Creeper Juniper

EVERGREEN SHRUBS

Symbol	Shrub Name
ES	Buraria ciliolata 'Chippendale' Chippendale
ES	Bona's 'Green Mound' Green Mound
ES	Buraria ciliolata 'Green Mound' Green Mound
ES	Buraria ciliolata 'Green Mound' Green Mound
ES	Juniperus horizontalis 'Blue Chip' Blue Chip Creeper Juniper

PLANT KEY

SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL
SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL	SYMBOL
AG	AD	CC	HY	IR	LL	PT2	OB	UA	UE	UX	UC	UE	UE	UE	UE
Amelanchier canadensis 'Forest Idol' Forest Idol	Amelanchier canadensis 'Forest Idol' Forest Idol	Cornus canadensis 'N. Shain' 'N. Shain' American Hornbeam	Hemlock 'Forest Idol' Forest Idol	River Birch	emerge	Quaking Aspen	Birch White Oak	Princeton American Elm	Juniperus procumbens 'Spreading Juniper'	Amelanchier canadensis 'Forest Idol' Forest Idol	Persea glandulosa 'White Star' White Star	Phlox paniculata 'White Pine' White Pine	Thuja occidentalis 'Smykoff' Emerald Green Arborvitae	Camelia sasanqua 'NCC07' Wonderful Blood & Snow Tree	Hydrangea paniculata 'Limelight' Limelight Panicle Hydrangea

LANDSCAPE LEGEND

[Symbol]	TURFGRASS SEED
[Symbol]	HARDWOOD DARK MULCH PLANTING BED
[Symbol]	STONE MULCH
[Symbol]	NATIVE SEED MIX
[Symbol]	BIOFILTRATION
[Symbol]	PERENNIAL PLUGS
[Symbol]	SNOW STORAGE AREA
[Symbol]	PERENNIAL PLUGS
[Symbol]	PERENNIAL PLUGS
[Symbol]	PROPERTY LINE
[Symbol]	SHOULDER PLANT EDGING
[Symbol]	CONSERVATION EASEMENT LINE

EXISTING WETLAND (TO BE PRESERVED)

EXISTING WETLAND BUFFER (TO BE PRESERVED)

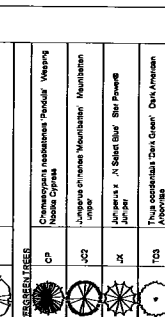
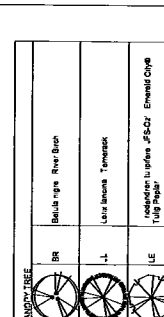
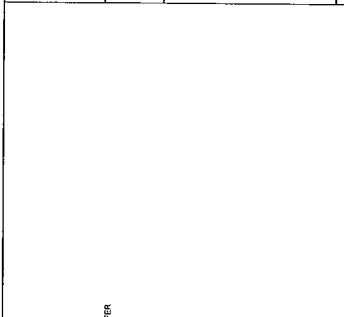
MARKET BENT (TO BE PRESERVED)

LANDSCAPE GENERAL NOTES

- VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, AND STRUCTURES, ETC. PRIOR TO BEGINNING CONSTRUCTION AND REPORT TO COMMENCING WORK DOCUMENT IN WRITING AND PHOTOGRAPH EXISTING CONDITIONS WITHIN AND IN THE VICINITY OF THE PROPOSED WORK.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AND STRUCTURES PRIOR TO COMMENCING OF CONSTRUCTION ACTIVITIES.
- COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH RELATED STRUCTURES WITH OTHER TRADES.
- RESTORE AREAS OF THE SITE OR ADJACENT AREA WHERE EXISTING CONDITIONS AND IMPROVEMENTS IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL THOROUGHLY REVIEW ALL SPECIFICATIONS AND PLANS. THESE SECTIONS PROVIDE ADDITIONAL INFORMATION ON MATERIALS AND SET STANDARDS FOR QUALITY AND INSTALLATION PROCEDURES.
- PROVIDE DOUBLE CROSSCHECKS BACKLOG FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.

CALL DIGGERS HOTLINE
1-800-368-4191
OR VISIT WWW.DIGGERSHOTLINE.COM
FOR A COMPLETE LIST OF LOCAL CONTRACTORS.
CALL BEFORE YOU DIG.

back by hand201, 15 south general, 76th road, franklin, wisconsin 53132. project: 7044 south baseline dr. project name: p0ths general. sheet: L106. date: 2/2/2024. scale: 1" = 20'. sheet no: L106.

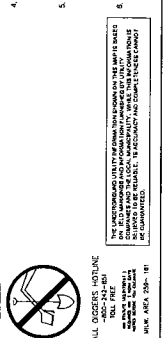


SYMBOL	DECIDUOUS TREE	BOTANICAL COMMON NAME
(Symbol)	AG3	Aster gramineus Pycnanthemopsis
(Symbol)	AG5	Asclepias tuberosa 'Orange Bowls'
(Symbol)	AG	Asclepias tuberosa 'Orange Bowls'
(Symbol)	BBV	Buddleia davidii 'White Spikes'
(Symbol)	CA	Calluna sibirica 'Lobelia'
(Symbol)	MA2	Malva sylvestris 'Red Queen'
(Symbol)	UP	Ulmus 'Peach Blossom'
(Symbol)	MS	Malva sylvestris 'Red Queen'
(Symbol)	CV	Calluna sibirica 'Lobelia'

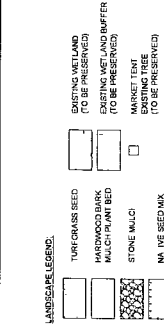
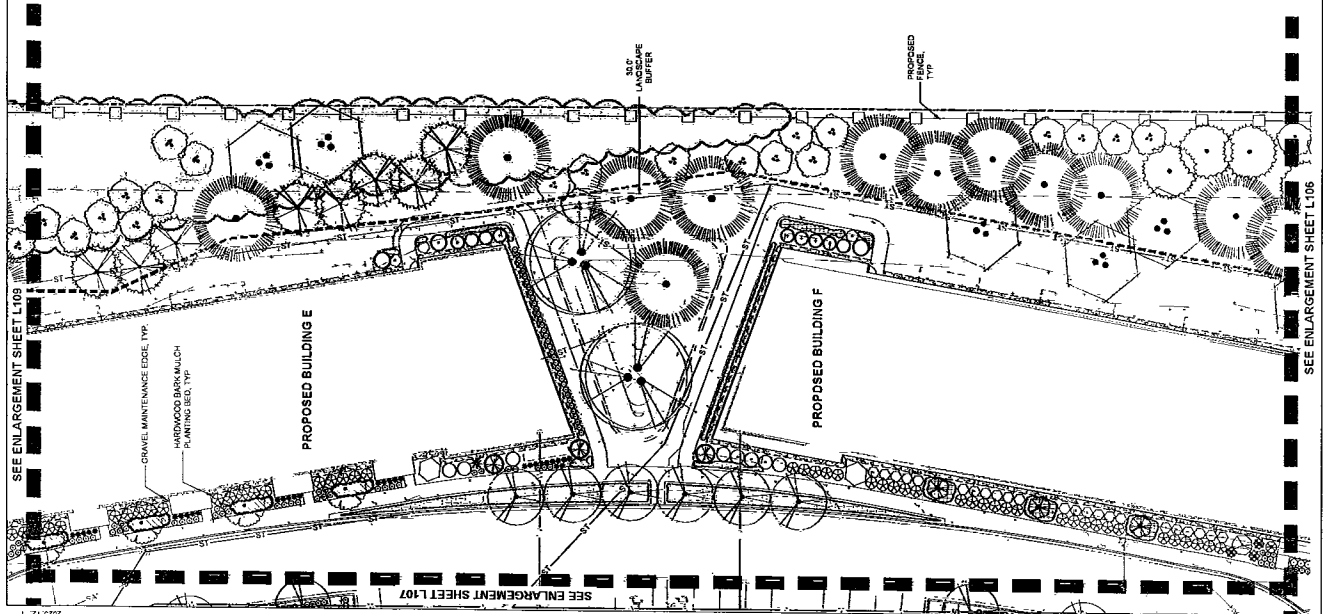
SYMBOL	CONIFER TREE	BOTANICAL COMMON NAME
(Symbol)	BR	Betula nigra 'River Birch'
(Symbol)	L	Larix laricina 'Tamarack'
(Symbol)	LE	Lodigkopsia bicolor 'Eternal Blue'

SYMBOL	EMERSON TREES	BOTANICAL COMMON NAME
(Symbol)	CP	Chamaecyparis stricta 'Pencil Cypripedium'
(Symbol)	AC2	Juniperus horizontalis 'Moulin Rouge'
(Symbol)	AC	Juniperus horizontalis 'Moulin Rouge'
(Symbol)	TD3	Taxodium distichum 'Swamp Cypress'

- LANDSCAPE GENERAL NOTES:**
- VERIFY EXISTING AND PROPOSED CONFOURUS UTILITIES, SIZES AND STRUCTURES ETC. PRIOR TO BEGINNING AND CONSTRUCTION.
 - INSPECT THE SITE PRIOR TO COMMENCING WORK, DOCUMENT IN WRITING AND PHOTOGRAPH EXISTING CONDITIONS, CONDITIONS AND IN THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES NOT IDENTIFIED BY THE PHOTOGRAPHS PRIOR TO COMMENCEMENT OF WORK.
 - COORDINATE THE USE OF ALL PLANT MATERIAL WITH THE INSTALLATION OF ADJACENT PAVEMENTS, DRAINAGE CURBS RELATED STRUCTURES WITH OTHER TRADES.
 - RESTORE AREAS OF THE SITE OR ADJACENT AREAS WHERE TO EXISTING CONDITIONS AND IMPROVEMENTS IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
 - CONTRACTOR SHALL THOROUGHLY REVIEW ALL SPECIFICATIONS, GRASSES AND PLANTS, THESE SECTIONS PROVIDE ADDITIONAL INFORMATION ON MATERIALS AND SET STANDARDS FOR QUALITY INSPECTION AND STANDARDS FOR QUALITY.
 - PROPOSED PLANTING SPECIES SHALL BE PLANTED ON ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.



THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND THE LOCAL HEALTH DEPARTMENT.



PLANT KEY

SYMBOL	CODE	BOTANICAL COMMON NAME
	CC	Quercus coccinea J.N. Salm. TM. J.N. Spar. American Hornbeam
	CZ	Chamaecyparis 'nana' J.N. Upright' Fragaria American Hornbeam
	MS	Malus 'Spring Snow' Spring Snow Crabapple
	SR	Styrax temulacoma 'Irony Sky' Irony Sky Japanese Red Lac
	BR	Baccharis rigida Small Birch
	PT2	Paeonia tenuifolia Guling Asian
	J2	Jacunda crinita 'Mantelstein' Mantelstein Juniper
	JE	Juniperus virginiana Eastern Redcedar
	PG	Pinus glabra White Pine
	PE	Pinus strobus White Pine
	MA	Hydrangea macrophylla 'Annabelle' Annabelle Hydrangea
	LA	Liriodendron tulipifera 'Lancelotti' Lancelotti Yellow Birch
	PD2	Prinoscenus capitatus 'BIMBOBOL' Gorge White Birch
	SO	Sambucus racemosa 'SNIBERDY' Lampany Large Elderberry
	BS	Buxus 'Crimson' 'Charming Green' Shrub
	TD	Taxus 'Green Mountain' Green Mountain Redwood
	TH	Thuja x media 'Hoku' Hoku Angio-sassafras Yew
	CO	Chamaecyparis 'serotina' 'Overlark' Overlark Japan Red Cedar
	MC	Metoschus 'Nurella' 'Overlark' 'Eldora' Cedar
	BH	Sporeobolus 'Nurella' 'Yew' Yew Pine & Chokebush
	AM4	Alnus 'Millbrook' Millbrook American Chestnut
	ASB	Asa cordata 'Sun King' Sun King Japanese Spindle
	AV	Abies balsamea 'Virens in White' Virens in White Christmas Tree
	BV2	Begonia 'Saxifraga' 'Mitsubishi' Mitsubishi Begonia
	H4	Hedera 'Hibernica' Hibernica Ivy
	HC	Hamamelis 'Cora' Cora Hamamelis
	CS2	Cornus 'Black Zinger' Black Zinger Dogwood
	CS1	Cornus 'Nurella' Nurella Dogwood
	H4	Heuchera 'Palace Purple' Palace Purple Coralbell

LANDSCAPE GENERAL NOTES:

- VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, SPACES AND STRUCTURES, ETC. PRIOR TO BEGINNING WORK. DOCUMENT IN WRITING AND PHOTOGRAPH EXISTING CONDITIONS WITHIN AND IN ADJACENT AREAS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES NOT RELATED TO LANDSCAPE ACTIVITIES.
- COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH RELATED STRUCTURES WITH OTHER TRADES.
- RESTORE AREAS OF THE SITE OR ADJACENT AREAS WHERE INSTALLATION OF PLANT MATERIAL IS REQUIRED TO MAINTAIN TO EXISTING CONDITIONS AND IMPROVEMENTS IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL THOROUGHLY REVIEW ALL SPECIFICATIONS, CROSS-SECTION AND PLANS. THESE SECTIONS PROVIDE ADDITIONAL INFORMATION AND REQUIREMENTS FOR MATERIALS, STANDARDS FOR QUALITY AND INSTALLATION REQUIREMENTS.
- PROVIDE DOUBLE SPECIFIED BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.

76TH AND RAWSON
FRANKLIN, WI 53132
LANDSCAPE PLAN ENLARGEMENT

PRELIMINARY
NOT FOR CONSTRUCTION

DATE: _____
DRAWN BY: _____
CHECKED BY: _____
APPROVED BY: _____

NO. REVISION: _____
DATE: _____

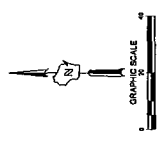
SCALE: 1" = 20'
PROJECT NO: 171715
DESIGN DATE: _____
SITE DATE: _____
CHECKED BY: _____
APPROVED BY: _____
SHEET NO: L108

ESIGMA LANDSCAPE GROUP
www.esigma.com
100 West Chase Street
Franklin, WI 53132
Phone: 414-462-4700
Fax: 414-462-4711

76th South Side Dr. #4 Suite 101
Franklin, WI 53132
Phone: 414-462-4700

DRAWING SCALE: _____

3746 South Verona Dr. #4-16 300
 Franklin, WI 53132
 Phone: 774-895-5796

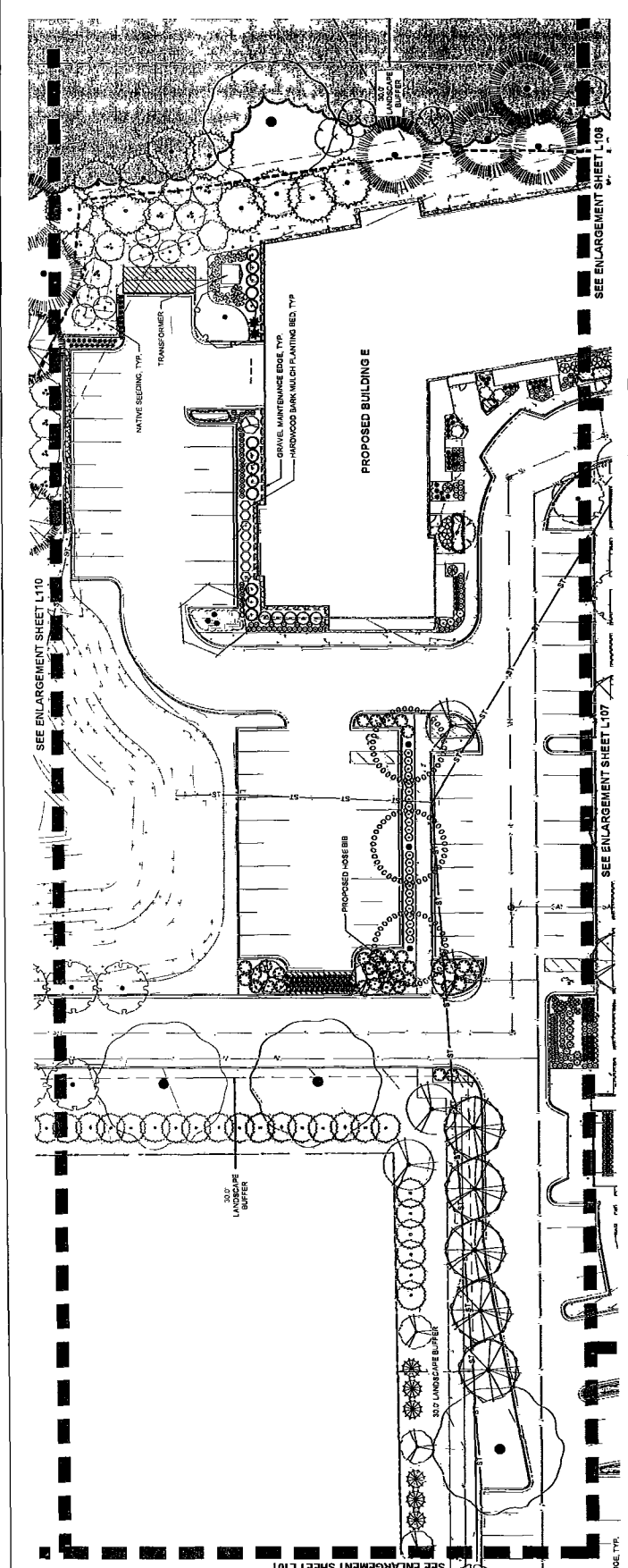


POTHS GENERAL DEVELOPMENT
 76TH AND RAWSON
 FRANKLIN, WI 53132
 LANDSCAPE PLAN ENLARGEMENT

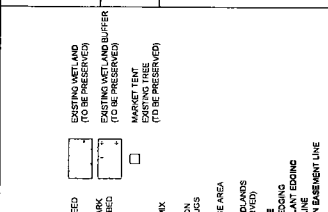
**PRELIMINARY
 NOT FOR CONSTRUCTION**

DATE: _____
 REVISION: _____
 PLAN COMMISSION SUBMITAL: 3/1/22

SCALE	AS SHOWN
PROJECT NO.	31713
DESIGN DATE	2023.12
PLANT DATE	2023.12
DRAWN BY	J.L.
CHECKED BY	A.L.
APPROVED BY	CLC
SHEET NO.	L109



- ### LANDSCAPE LEGEND
- EXISTING WETLAND (TO BE PRESERVED)
 - EXISTING WETLAND BUFFER (TO BE PRESERVED)
 - MARSH/TENT (TO BE PRESERVED)
 - TO BE PRESERVED
 - TURFGRASS SEED
 - HARDWOOD BARK MULCH-PLANT BED
 - STONE MULCH
 - NATIVE SEED MIX
 - DRAINAGE TRENCH
 - PERENNIAL PLANTS
 - SNOW STORAGE AREA
 - PROPERTY LINE
 - CONSERVATION BASINMENT LINE
 - REPAIR TO UNDERSIDES OF DRIVEWAYS
 - REPAIR TO UNDERSIDES OF DRIVEWAYS
 - METAL PLANT EDGING
 - SHOVEL CUT PLANT EDGING
 - CONSERVATION BASINMENT LINE
- ### LANDSCAPE CONDITIONS
- VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, DEEPS, AND STRUCTURES, ETC. PRIOR TO BUILDING AND CONSTRUCTION.
 - INSPECT THE SITE PRIOR TO COMMENCING WORK. DOCUMENT IN WRITING AND PHOTOGRAPHY EXISTING CONDITIONS WITHIN AND IN ADJACENT AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES NOT DOCUMENTED IN THE PHOTOGRAPHS PRIOR TO COMMENCEMENT OF WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
 - REPAIR AREAS OF THE SITE OR ADJACENT AREAS, WHERE NECESSARY, TO EXISTING CONDITIONS AND IMPROVEMENTS IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
 - CONTRACTOR SHALL VERIFY ALL SPECIFICATIONS AND MATERIALS AND SET STANDARDS FOR QUALITY INFORMATION ON MATERIALS AND SET STANDARDS FOR QUALITY INFORMATION ON MATERIALS AND SET STANDARDS FOR QUALITY.
 - PROTECT ALL EXISTING CURBS AND LANDSCAPE BEDS. PROTECT ALL EXISTING CURBS AND LANDSCAPE BEDS.
- ### SYMBOLS
- | | |
|----|---|
| AK | Amorpha fruticosa 'N. Shum' / N. Shum 'Amorpha fruticosa' |
| AV | Asplenium adnigrum 'White Wings' / White Wings 'Asplenium adnigrum' |
| BA | Berberis aquifolium 'N. Shum' / N. Shum 'Berberis aquifolium' |
| BB | Berberis aquifolium 'White Swirl' / White Swirl 'Berberis aquifolium' |
| BC | Berberis aquifolium 'Black Lycopodium' / Black Lycopodium 'Berberis aquifolium' |
| BD | Berberis aquifolium 'Black Lycopodium' / Black Lycopodium 'Berberis aquifolium' |
| BE | Berberis aquifolium 'Black Lycopodium' / Black Lycopodium 'Berberis aquifolium' |
| BF | Berberis aquifolium 'Black Lycopodium' / Black Lycopodium 'Berberis aquifolium' |
| CG | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CH | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CI | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CL | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CM | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CP | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CR | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CS | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CT | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CU | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CV | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CW | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CX | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CY | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| CZ | Chamaecyparis obtusa 'N. Shum' / N. Shum 'Chamaecyparis obtusa' |
| DA | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DB | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DC | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DD | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DE | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DF | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DG | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DH | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DI | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DJ | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DK | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DL | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DM | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DN | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DO | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DP | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DQ | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DR | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DS | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DT | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DU | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DV | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DW | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DX | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DY | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| DZ | Daphne genkwa 'N. Shum' / N. Shum 'Daphne genkwa' |
| EA | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EB | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EC | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| ED | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EE | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EF | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EG | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EH | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EI | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EJ | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EK | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EL | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EM | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EN | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EO | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EP | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EQ | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| ER | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| ES | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| ET | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EU | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EV | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EW | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EX | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EY | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| EZ | Erythronium albidum 'N. Shum' / N. Shum 'Erythronium albidum' |
| FA | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FB | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FC | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FD | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FE | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FF | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FG | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FH | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FI | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FJ | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FK | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FL | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FM | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FN | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FO | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FP | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FQ | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FR | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FS | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FT | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FU | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FV | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FW | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FX | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FY | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| FZ | Fuchsia microbotrya 'N. Shum' / N. Shum 'Fuchsia microbotrya' |
| GA | Geum 'N. Shum' / N. Shum 'Geum' |
| GB | Geum 'N. Shum' / N. Shum 'Geum' |
| GC | Geum 'N. Shum' / N. Shum 'Geum' |
| GD | Geum 'N. Shum' / N. Shum 'Geum' |
| GE | Geum 'N. Shum' / N. Shum 'Geum' |
| GF | Geum 'N. Shum' / N. Shum 'Geum' |
| GG | Geum 'N. Shum' / N. Shum 'Geum' |
| GH | Geum 'N. Shum' / N. Shum 'Geum' |
| GI | Geum 'N. Shum' / N. Shum 'Geum' |
| GJ | Geum 'N. Shum' / N. Shum 'Geum' |
| GK | Geum 'N. Shum' / N. Shum 'Geum' |
| GL | Geum 'N. Shum' / N. Shum 'Geum' |
| GM | Geum 'N. Shum' / N. Shum 'Geum' |
| GN | Geum 'N. Shum' / N. Shum 'Geum' |
| GO | Geum 'N. Shum' / N. Shum 'Geum' |
| GP | Geum 'N. Shum' / N. Shum 'Geum' |
| GQ | Geum 'N. Shum' / N. Shum 'Geum' |
| GR | Geum 'N. Shum' / N. Shum 'Geum' |
| GS | Geum 'N. Shum' / N. Shum 'Geum' |
| GT | Geum 'N. Shum' / N. Shum 'Geum' |
| GU | Geum 'N. Shum' / N. Shum 'Geum' |
| GV | Geum 'N. Shum' / N. Shum 'Geum' |
| GW | Geum 'N. Shum' / N. Shum 'Geum' |
| GX | Geum 'N. Shum' / N. Shum 'Geum' |
| GY | Geum 'N. Shum' / N. Shum 'Geum' |
| GZ | Geum 'N. Shum' / N. Shum 'Geum' |
| HA | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HB | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HC | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HD | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HE | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HF | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HG | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HH | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HI | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HJ | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HK | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HL | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HM | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HN | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HO | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HP | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HQ | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HR | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HS | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HT | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HU | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HV | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HW | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HX | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HY | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| HZ | Hydrangea 'N. Shum' / N. Shum 'Hydrangea' |
| IA | Iris 'N. Shum' / N. Shum 'Iris' |
| IB | Iris 'N. Shum' / N. Shum 'Iris' |
| IC | Iris 'N. Shum' / N. Shum 'Iris' |
| ID | Iris 'N. Shum' / N. Shum 'Iris' |
| IE | Iris 'N. Shum' / N. Shum 'Iris' |
| IF | Iris 'N. Shum' / N. Shum 'Iris' |
| IG | Iris 'N. Shum' / N. Shum 'Iris' |
| IH | Iris 'N. Shum' / N. Shum 'Iris' |
| II | Iris 'N. Shum' / N. Shum 'Iris' |
| IJ | Iris 'N. Shum' / N. Shum 'Iris' |
| IK | Iris 'N. Shum' / N. Shum 'Iris' |
| IL | Iris 'N. Shum' / N. Shum 'Iris' |
| IM | Iris 'N. Shum' / N. Shum 'Iris' |
| IN | Iris 'N. Shum' / N. Shum 'Iris' |
| IO | Iris 'N. Shum' / N. Shum 'Iris' |
| IP | Iris 'N. Shum' / N. Shum 'Iris' |
| IQ | Iris 'N. Shum' / N. Shum 'Iris' |
| IR | Iris 'N. Shum' / N. Shum 'Iris' |
| IS | Iris 'N. Shum' / N. Shum 'Iris' |
| IT | Iris 'N. Shum' / N. Shum 'Iris' |
| IU | Iris 'N. Shum' / N. Shum 'Iris' |
| IV | Iris 'N. Shum' / N. Shum 'Iris' |
| IW | Iris 'N. Shum' / N. Shum 'Iris' |
| IX | Iris 'N. Shum' / N. Shum 'Iris' |
| IY | Iris 'N. Shum' / N. Shum 'Iris' |
| IZ | Iris 'N. Shum' / N. Shum 'Iris' |
| JA | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JB | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JC | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JD | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JE | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JF | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JG | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JH | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JI | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JJ | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| JK | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KL | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KM | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KN | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KO | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KP | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KQ | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KR | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KS | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KT | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KU | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KV | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KW | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KX | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KY | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| KZ | Jacobaea 'N. Shum' / N. Shum 'Jacobaea' |
| LA | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LB | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LC | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LD | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LE | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LF | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LG | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LH | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LI | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LJ | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LK | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LL | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LM | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LN | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LO | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LP | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LQ | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LR | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LS | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LT | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LU | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LV | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LW | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LX | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LY | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| LZ | Leucodermis 'N. Shum' / N. Shum 'Leucodermis' |
| MA | Malva 'N. Shum' / N. Shum 'Malva' |
| MB | Malva 'N. Shum' / N. Shum 'Malva' |
| MC | Malva 'N. Shum' / N. Shum 'Malva' |
| MD | Malva 'N. Shum' / N. Shum 'Malva' |
| ME | Malva 'N. Shum' / N. Shum 'Malva' |
| MF | Malva 'N. Shum' / N. Shum 'Malva' |
| MG | Malva 'N. Shum' / N. Shum 'Malva' |
| MH | Malva 'N. Shum' / N. Shum 'Malva' |
| MI | Malva 'N. Shum' / N. Shum 'Malva' |
| MJ | Malva 'N. Shum' / N. Shum 'Malva' |
| MK | Malva 'N. Shum' / N. Shum 'Malva' |
| ML | Malva 'N. Shum' / N. Shum 'Malva' |
| MM | Malva 'N. Shum' / N. Shum 'Malva' |
| MN | Malva 'N. Shum' / N. Shum 'Malva' |
| MO | Malva 'N. Shum' / N. Shum 'Malva' |
| MP | Malva 'N. Shum' / N. Shum 'Malva' |
| MQ | Malva 'N. Shum' / N. Shum 'Malva' |
| MR | Malva 'N. Shum' / N. Shum 'Malva' |
| MS | Malva 'N. Shum' / N. Shum 'Malva' |
| MT | Malva 'N. Shum' / N. Shum 'Malva' |
| MU | Malva 'N. Shum' / N. Shum 'Malva' |
| MV | Malva 'N. Shum' / N. Shum 'Malva' |
| MW | Malva 'N. Shum' / N. Shum 'Malva' |
| MX | Malva 'N. Shum' / N. Shum 'Malva' |
| MY | Malva 'N. Shum' / N. Shum 'Malva' |
| MZ | Malva 'N. Shum' / N. Shum 'Malva' |
| NA | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NB | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NC | Nandina 'N. Shum' / N. Shum 'Nandina' |
| ND | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NE | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NF | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NG | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NH | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NI | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NJ | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NK | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NL | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NM | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NN | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NO | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NP | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NQ | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NR | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NS | Nandina 'N. Shum' / N. Shum 'Nandina' |
| NT | Nandina 'N. Shum' |



LANDSCAPE LEGEND:

[Symbol]	TURFGRASS SEED	[Symbol]	EXISTING WETLAND (TO BE PRESERVED)
[Symbol]	HARDWOOD BARK	[Symbol]	EXISTING WETLAND/BUFFER (TO BE PRESERVED)
[Symbol]	MUGH-PLANT BED	[Symbol]	MARKET TENT (TO BE PRESERVED)
[Symbol]	STONE MULCH	[Symbol]	MARKET TENT (TO BE PRESERVED)
[Symbol]	NATIVE SEED MIX	[Symbol]	
[Symbol]	BIOMULCH	[Symbol]	
[Symbol]	PERENNIAL PLUGS	[Symbol]	
[Symbol]	SNOW STORAGE AREA	[Symbol]	
[Symbol]	EXISTING WOODLANDS (TO BE PRESERVED)	[Symbol]	
[Symbol]	PROPERTY LINE	[Symbol]	
[Symbol]	METAL PLANT EDGING	[Symbol]	
[Symbol]	REMOVE OUT PLANT EDGING	[Symbol]	
[Symbol]	CONSERVATION BASEMENT LINE	[Symbol]	

PLANT KEY

SYMBOL	CODE	RECTANGULAR COMMON NAME
[Symbol]	HP	Holly 'Fairy Prince' Purple Prince Crabapple
[Symbol]	PT7	Prunella 'Luna' Purple Quaking Aspen
[Symbol]	QB	Queen of Sheba Swamp White Oak
[Symbol]	PR6	Prunella 'White Ring'
[Symbol]	TD3	Thunbergia 'Dark Green' Dark Anemone Anemone

CHL
 ORDER'S TOTAL
 TAX
 TOTAL
 NEW YORK, NY 10018
 NEW YORK, NY 10018
 NEW YORK, NY 10018

LANDSCAPE GENERAL NOTES:

- VERIFY EXISTING AND PROPOSED CONDUITS, UTILITIES, PIPES AND STRUCTURES, ETC. PRIOR TO BIDDING AND CONSTRUCTION.
- INSPECT THE SITE PRIOR TO COMMENCING WORK. DOCUMENT IN WRITING ANY AND ALL CONDITIONS, DEFICIENCIES, AND INADEQUACIES TO THE LANSKAP CONTRACTOR. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES NOT OF DEMOLITION ACTIVITIES.
- COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH INSTALLATION OF ADJACENT PAVEMENTS, DRAINAGE CORBS, RELATED STRUCTURES WITH OTHER TRADES.
- DISBURSED DAMAGE CAUSED DURING CONSTRUCTION IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- PLANTING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SECTIONS PROVIDE ADDITIONAL AND INSTALLATION REQUIREMENTS. STURDINESS FOR QUALITY AND INSTALLATION REQUIREMENTS.
- PROVIDE 3" DOUBLE SHREDDED BARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.

PRELIMINARY NOT FOR CONSTRUCTION

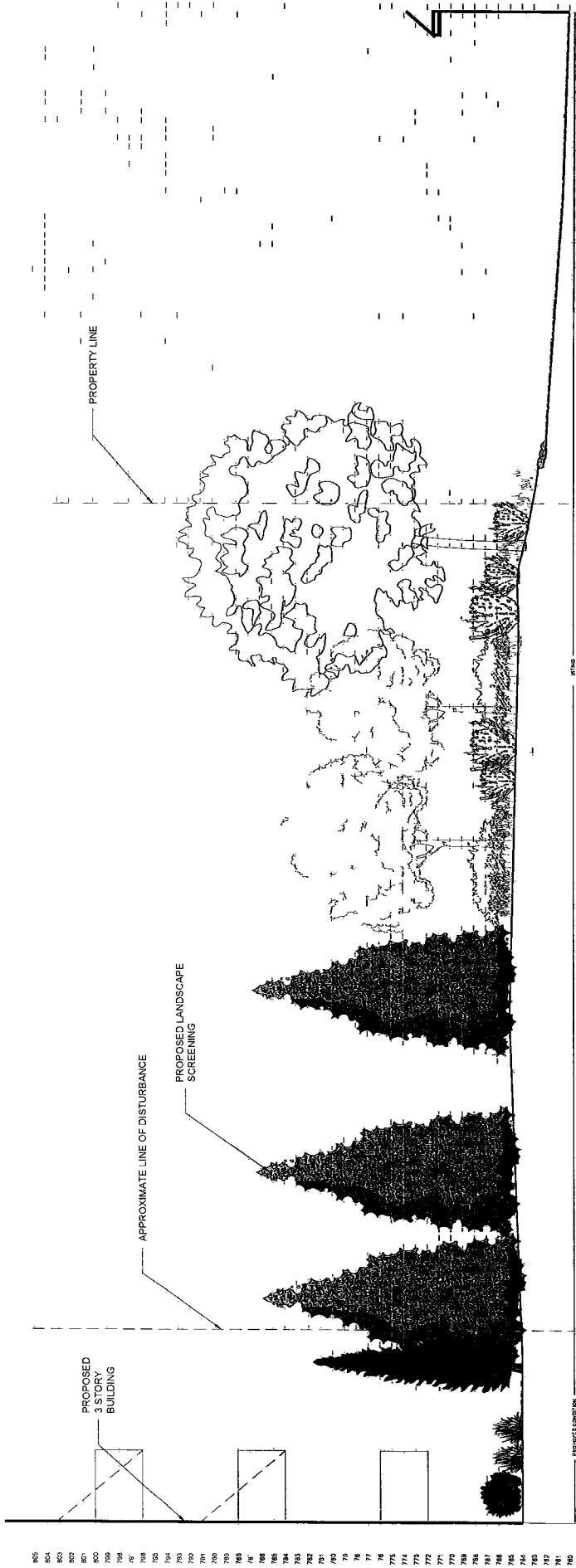
DATE: _____
 DATE: _____
 DATE: _____

NO. REVISION _____
 DATE _____

SCALE: 1" = 20'
 PROJECT NO: 2023.2.1
 PROJECT DATE: 2023.2.1
 DRAWN BY: J.L.
 CHECKED BY: J.L.
 APPROVED BY: C.T.C.
 SHEET NO: L110

POTHS GENERAL DEVELOPMENT
 FRANKLIN, WI 53132
 LANDSCAPE PLAN ENLARGEMENT

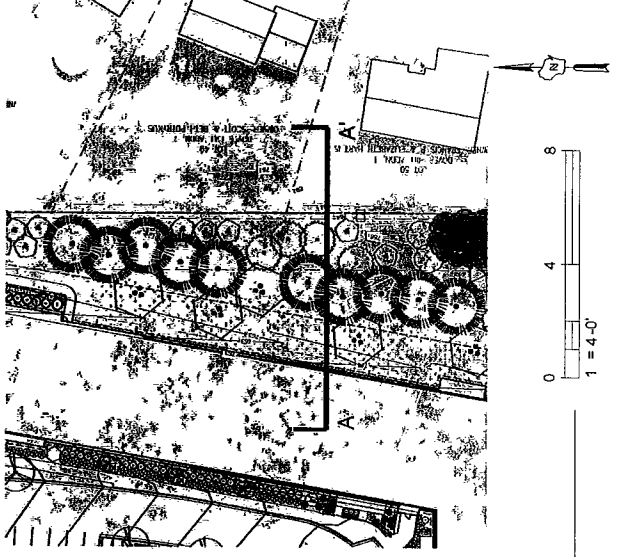
2023.2.1
 2773
 0
 2773



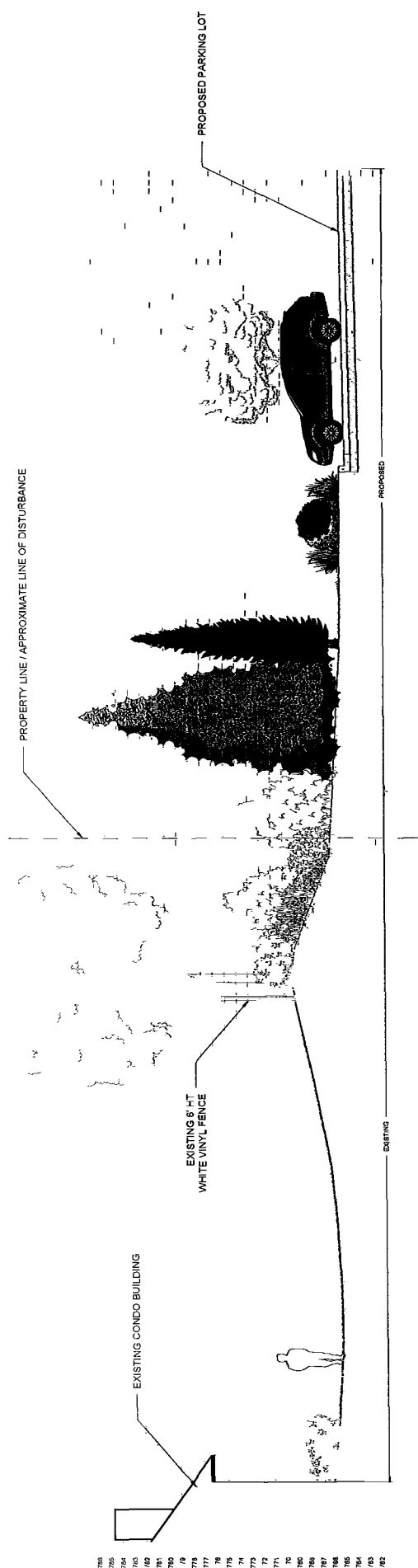
805
804
803
802
801
800
799
798
797
796
795
794
793
792
791
790
789
788
787
786
785
784
783
782
781
780
779
778
777
776
775
774
773
772
771
770
769
768
767
766
765
764
763
762
761
760

A CONCEPT SECTION ELEVATION - A

SITE BASE - KEY PLAN



B EXISTING CONDITION PHOTOS

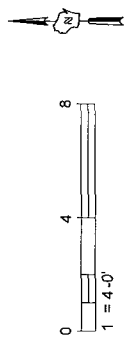
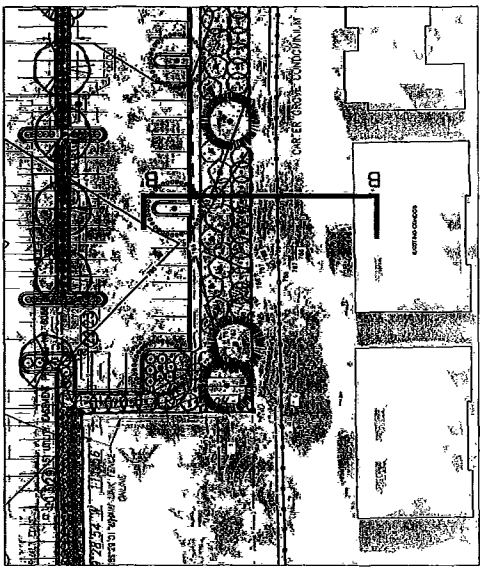


(A) CONCEPT SECTION ELEVATION - B



(B) EXISTING CONDITION PHOTOS

SITE BASE - KEY PLAN



CONCEPT SECTION ELEVATION - B-B'

POTHS GENERAL DEVELOPMENT - FRANKLIN WI - DECEMBER 3, 2023

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/24
REPORTS & RECOMMENDATIONS	<p align="center">A Resolution to amend Resolution Nos. 88-3175, 95-4217, 99-4875, 99-4933, 2004-5733 (not recorded), 2004-5736, and 2015-7074 imposing conditions and restrictions for the approval of a Special Use Amendment for properties located at 6381, 6411, 6455 and 6421 South 108th Street to allow for construction of a 15,360 square foot expansion of the Hiller Ford parts warehouse building and associated site paving modifications upon property located at 6455 South 108th Street (Hiller Ford, Inc. and Dealership Properties, Inc., Applicants)</p>	<p align="center">ITEM NUMBER</p> <p align="center">M. 5.</p> <p align="center">Ald. Dist. #6</p>

At its December 21, 2023, regular meeting, the Plan Commission recommended approval of the attached special use amendment resolution for construction of a 15,360 square foot expansion of the Hiller Ford parts warehouse building and associated site paving modifications, upon property located at 6455 South Lovers Lane Road (By Hiller Ford, Inc. and Dealership Properties, Inc., Property Owner). The vote was 4-0-2, four 'ayes', no 'noes' and two absent.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-_____, imposing conditions and restrictions for the approval of a special use amendment for construction of a 15,360 square foot expansion of the Hiller Ford parts warehouse building and associated site paving modifications, upon property located at 6455 South Lovers Lane Road (By Hiller Ford, Inc. and Dealership Properties, Inc., Property Owner).

RESOLUTION NO. 2024-_____

A RESOLUTION TO AMEND RESOLUTION NOS. 88-3175, 95-4217, 99-4875, 99-4933, 2004-5733 (NOT RECORDED), 2004-5736, AND 2015-7074 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE AMENDMENT FOR PROPERTIES LOCATED AT 6381, 6411, 6455 AND 6421 SOUTH 108TH STREET TO ALLOW FOR CONSTRUCTION OF A 15,360 SQUARE FOOT EXPANSION OF THE HILLER FORD PARTS WAREHOUSE BUILDING AND ASSOCIATED SITE PAVING MODIFICATIONS UPON PROPERTY LCOATED AT 6455 SOUTH 108TH STREET
(HILLER FORD, INC. AND DEALERSHIP PROPERTIES, INC., APPLICANTS)

WHEREAS, Hiller Ford, Inc. and Dealership Properties, Inc. having petitioned the City of Franklin for the approval of an amendment to Resolution Nos. 88-3175, 95-4217, 99-4875, 99-4933, 2004-5733 (not recorded), 2004-5736, and 2015-7074 conditionally approving a Special Use, such prior Resolutions authorizing an automobile display dealership upon properties located at 6381, 6411, 6455 and 6421 South 108th Street, such properties being zoned M-1 Limited Industrial District and C-1 Conservancy District, more particularly described as follows:

Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 6; thence North 00°26'45" West along the east line of said Northeast 1/4, 1134.14 feet to the west right of way line of South 108th Street - South Lovers Lane Road - State Trunk Highway "100" and the point of beginning;

Thence South 89°30'41" West along the north line Lot 1 of Certified Survey Map No. 7721 and then Outlot A of Certified Survey Map No. 7435, 800.00 feet to the east line of Parcel 2 of Certified Survey Map No. 4056; thence North 00°26'45" West along said east line, 125.02 feet to the northeast corner of said Parcel 2; thence South 89°30'45" West along the north line of said Parcel 2, 2.65 feet; thence North 00°26'45" West, 173.02 feet to the south right of way line of Whitnall Edge Road; thence North 87°52'15" East along said south right of way line, 103.04 feet to the east right of way line (terminus) of said Whitnall Edge Road; thence North 00°26'45" West along said east right of way line, 30.015 feet to the vacate centerline of Whitnall Edge Road; thence North 87°52'15" East along said vacated centerline, 355.79 feet; thence North 01°35'24" West, 200.21 feet; thence South 87°52'15" West, 479.57 feet to the southeast corner of Certified Survey Map No. 3988; thence North 03°41'31"

HILLER FORD, INC. AND DEALERSHIP PROPERTIES, INC. - AMENDMENT TO
SPECIAL USE
RESOLUTION NO. 2015-7074
Page 2

West along said east line, 299.98 feet; thence North 87°52'15" East, 782.57 feet to aforesaid west right of way line of South 108th Street - South Lovers Land Road - State Trunk Highway "100"; thence South 00°24'39" East, 119.23 feet to point of curvature; thence southeasterly along the arc of said curve to the left and said west right of way line 422.68 feet, whose radius is 2361.83 feet and whose chord bears South 05°32'16" East, 422.12 feet; thence south 00°26'45" East along said westerly right of way line, 185.78 feet; thence North 89°33'15" East along said westerly right of way line, 24.75 feet; thence South 00°26'45" East along said westerly right of way line, 124.04 feet to the point of beginning.

Containing in all 556,172 square feet (12.7678 acres) of land, more or less;
Tax Key Numbers: 704-9974-000, 704-9975-000, 704-9976-002, 704-9976003,
704-9976-005, 704-9977-000 and 704-9998-004; and

WHEREAS, such proposed amendment being for the purpose of construction of a 15,360 square foot expansion of the Hiller Ford parts warehouse building and associated site paving modifications upon property located at 6455 South Lovers Lane Road; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 21st day of December, 2023, and the Plan Commission thereafter having determined to recommend that the proposed amendment to Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed amendment to Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendations and also having found that the proposed amendment to Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Hiller Ford, Inc. and Dealership Properties, Inc. for the approval of an amendment to Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

HILLER FORD, INC. AND DEALERSHIP PROPERTIES, INC. - AMENDMENT TO
SPECIAL USE
RESOLUTION NO. 2024-_____

Page 3

1. That this amendment to Special Use is approved only for the use of the subject property by Hiller Ford, Inc. and Dealership Properties, Inc., successors and assigns, for the Hiller Ford building expansion, which shall be developed in substantial compliance with and constructed, operated and maintained by Hiller Ford, Inc. and Dealership Properties, Inc., pursuant to those plans City file-stamped December 13, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. Hiller Ford, Inc. and Dealership Properties, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consultants to the City of Franklin, for construction of a 15,360 square foot expansion of the Hiller Ford parts warehouse building and associated site paving modifications project, upon property located at 6455 South Lovers Lane Road, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Hiller Ford, Inc. and Dealership Properties, Inc. and the Hiller Ford 15,360 square foot expansion of the Hiller Ford parts warehouse building and associated site paving modifications project, upon property located at 6455 South Lovers Lane Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. Final approval of grading, erosion control, storm water management, and utilities, as may be applicable, shall be granted by the Engineering Department prior to any land disturbance activities.

BE IT FURTHER RESOLVED, that in the event Hiller Ford, Inc. and Dealership Properties, Inc., successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this amendment to Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the additional Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such

HILLER FORD, INC. AND DEALERSHIP PROPERTIES, INC. - AMENDMENT TO
SPECIAL USE
RESOLUTION NO. 2024-____
Page 4

violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of Resolution Nos. 883175, 95-4217, 99-4875, 99-4933, 2004-5733 (not recorded), 2004-5736, and 2015-7074 not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of completion of the construction of the 15,360 square foot expansion of the Hiller Ford parts warehouse building and associated site paving modifications project, upon property located at 6455 South Lovers Lane Road.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of January, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of January, 2024.

APPROVED:

John R. Nelson, Chairman

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of December 21, 2023

Special Use Amendment

RECOMMENDATION: City Development Staff recommends approval of the proposed Special Use Amendment application, subject to the conditions in the draft resolution.

Table with 2 columns: Field Name and Value. Fields include Project Name, Project Address, Applicant, Property Owner(s), Current Zoning, 2025 Future Land Use, Use of Surrounding Properties, Applicant Action Requested, and Planner.

Introduction:

Please note:

- Staff recommendations are underlined, in italics and are included in the draft resolution.
Staff suggestions are only underlined and are not included in the draft resolution.

On March 27, 2023, the applicant submitted a Special Use Amendment application to allow for a building addition to the Hiller Ford car dealership on S. 108th Street.

This application is similar to a Special Use Permit granted in April 2015 via Resolution 2015-7074, which approved a similar, but smaller, building addition. The property owner, however, did not move forward with those improvements at that time, but would like to now move forward with a larger building addition within the same location of the site. As such, the owner has resubmitted a Special Use Application for Plan Commission and Common Council review.

The 2015 proposed addition was 64' x 100' (6,400 square foot). The currently proposed building addition has an area of 15,360 square feet and would be used for parts warehousing. The addition includes overhead doors on the west and north facades as well as a three-dock semi-truck delivery wall on the west facade. The concrete pavement for the truck well would have an area of 2,800 square feet.

The applicant's submission of site and construction plans and operations plan are attached for review.

Project Description/Analysis:

The subject property has an area of approximately 20 acres. The applicant is proposing a one-story, 15,360 square foot building addition on the west side of the existing 41,562 square foot car dealership building. The building addition has a peak height of 20'-8".

The vast majority of the subject property consists of buildings and impervious surfaces. There is virtually no greenspace onsite, which does not conform to current UDO standards. Note Section 15-3.1008D. of the UDO does not allow for additions or enlargements with respect to yards, floor area ratio, or any other element of bulk that would increase the degree or extent of its nonconformity with respect to those bulk regulations. In this case, the proposed addition is entirely over existing impervious surface. As such, the degree of nonconformity for the site is not changing.

Generally, staff does recommend and encourage further compliance with standards in these situations. As such, staff suggests that the applicant remove existing impervious surface located within the Conservation Easement area on the southwest corner of the site that is outside of the required area for the proposed truck maneuverability. This would not only add additional greenspace to the site, but also remove pavement from the 75' Shore Buffer. The Conservation Easement is discussed further below in this report.

According to the applicant, the proposed hours of operation for the Parts Department are 7:30 a.m. to 5:00 p.m. Monday through Friday and 7:30 a.m. to 12:00 p.m. on Saturdays. It was noted that employees are in the warehouse until 8:00 p.m. Monday through Thursday, but deliveries are not accepted at that time.

Regarding the site improvements, staff recommends that the development shall be subject to final review and approval by the Engineering Department.

Landscaping

The applicant is not proposing any additional landscaping with this request.

Section 15-5.0301B.3. of the UDO requires that developments comply with landscaping requirements, except where building additions adding 10% to 50% of building area may be allowed an up to 30% reduction. It can be noted that minimal landscaping exists throughout the property, as a whole, as approved and permitted from previous requests for building expansions over the years.

Staff estimates 22 parking stalls provided for customer parking, and is not aware of employee parking, which may occur on any of the Hiller properties. With that, and considering just the 22 spaces and the allowed reduction, 4 Canopy/Shade Trees, 4 Evergreen Trees, 4 Decorative Trees and 4 Shrubs are required. It is preferred to add these plantings adjacent to Lovers Lane Road,

however, there is limited greenspace and areas for plantings. Alternatively, if pavement is removed within the Conservation Easement area, native plantings could be provided at that location.

Staff recommends that a landscape plan be submitted, for Department of City Development review and approval, that includes a minimum of five canopy/shade trees, five evergreen trees, five decorative trees, and five shrubs.

Lighting

Besides the relocation of one light pole to allow for the proposed truck turning movement, the applicant is not proposing additional lighting.

Parking

The applicant has added eight parking spaces to the site based upon previous staff comments. As the use is a car dealership, it appears the number of parking spaces onsite exceeds the parking required by the UDO, even with the loss of parking due to the addition and potential loss if pavement is removed within the Conservation Easement. It is up to the owner/operator of the site to designate sufficient customer and employee parking while leaving the remaining balance of parking for vehicle storage for the sales operations.

For reference, the UDO suggests a minimum parking ratio of 2 per 1,000 square feet of GFA for Auto Sales and 0.5 parking spaces per 1,000 square feet of warehouse space.

Conservation Easement

Covenant No. 8 of the existing Conservation Easement document for Hiller Ford states, “The Grantor hereby agrees that at such time as redevelopment in any form other than the present use may occur on the subject property, Covenant 7 shall be considered null and void and the full covenants, terms, conditions, and restrictions set forth in this grant shall become binding upon the conservation easement lands”.

Covenant No. 7 was intended to allow existing pavement/parking within the conservation easement area to remain when Hiller Ford was remodeled and expanded in 2015 via Resolution No. 2015-7074.

The Plan Commission should determine whether the proposed warehouse addition constitutes “redevelopment in any form other than the present use” as contemplated in Covenant No. 8 of the Conservation Easement and make a recommendation to the Common Council accordingly.

It can be noted that this is substantially the same project as proposed in 2015, which was not being considered redevelopment as it was approved along with the Conservation Easement at that time.

Architecture

The proposed building exterior consists primarily of painted smooth face concrete masonry unit (CMU) block. The applicant is proposing continuing the existing building color on the north, south, and west elevations. The applicant is proposing a grey color to match the existing façade color.

According to the applicant, no rooftop mechanicals are proposed that would require screening. Also, no additional dumpsters are proposed that would require enclosures onsite.

Signs

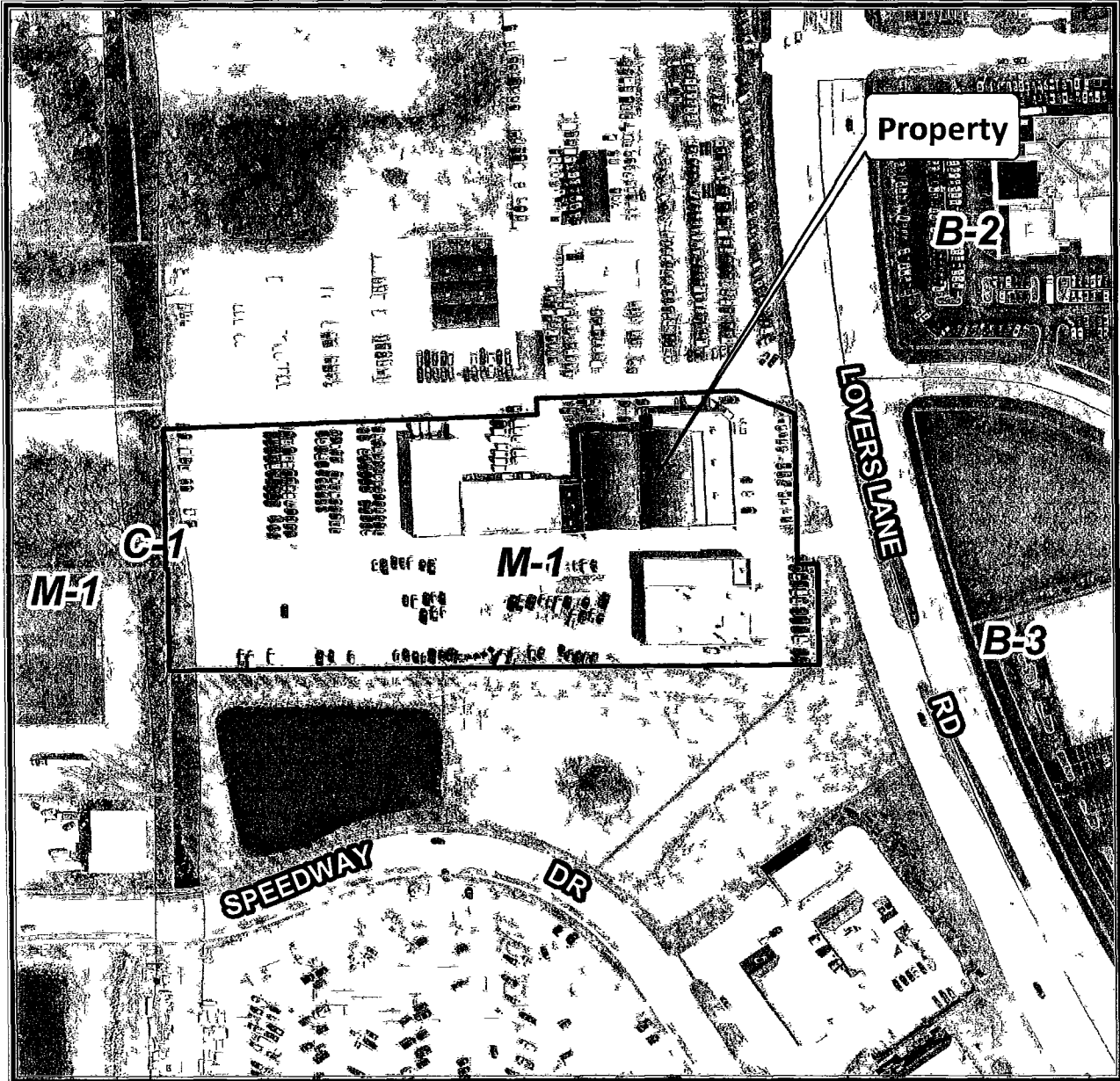
The applicant is not showing any signage detail on the building façade or any propose signage changes/additions to account for additional warehouse and truck loading dock use. Chapter 210 of the Franklin UDO states that signs are subject to City review and approval.

The applicant will be responsible for obtaining a Sign Permit prior to any signage installation.

Staff Recommendation:

City Development Staff recommends approval of the proposed Special Use Amendment, subject to the conditions contained within this report.

6455 S. 108th Stret
TKN: 704 1014 000



Planning Department
(414) 425-4024

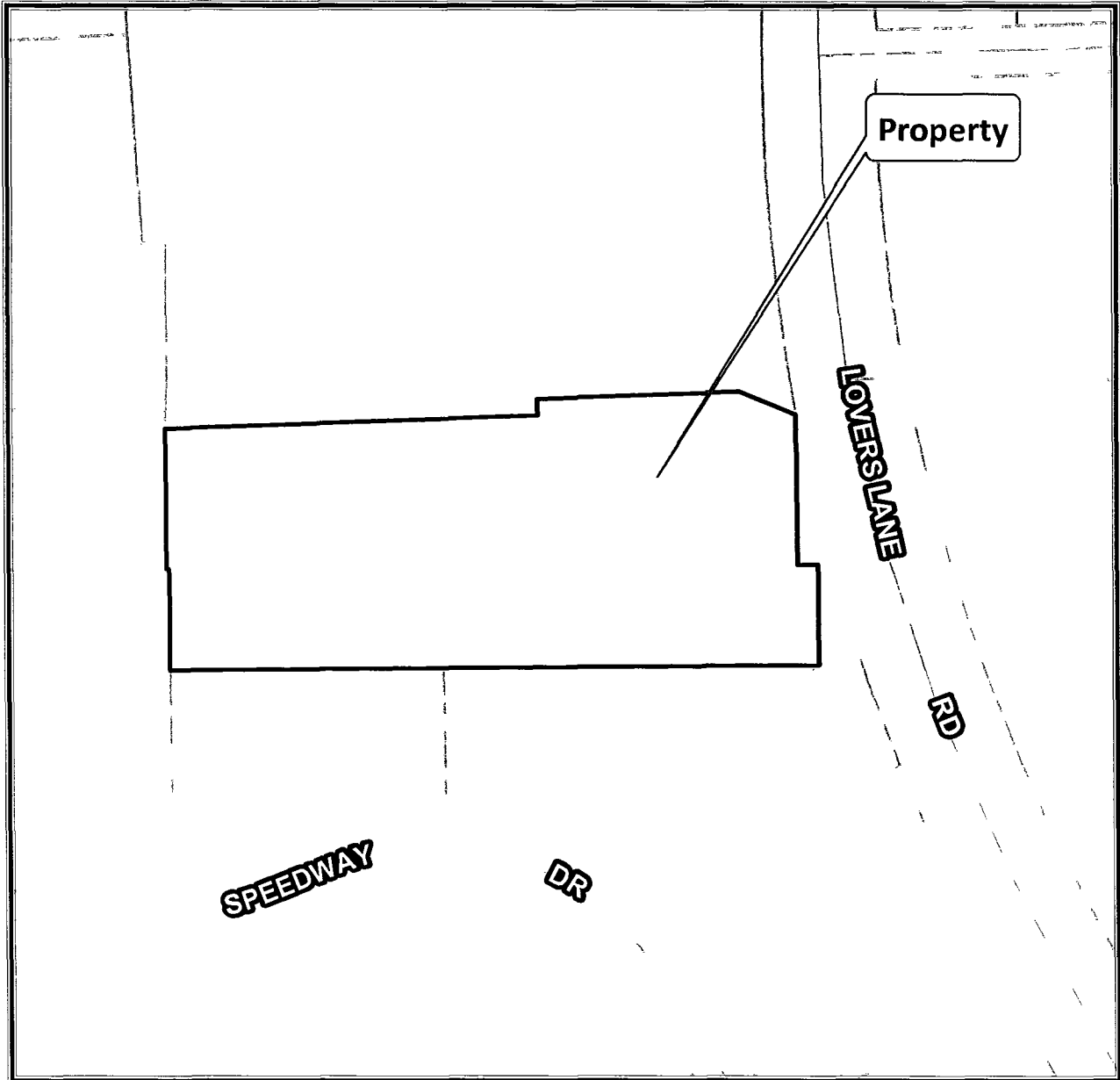
0 120 240 480 Feet



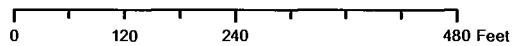
2021 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.

6455 S. 108th Stret
TKN: 704 1014 000



Planning Department
(414) 425-4024



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
generalplanning@franklinwi.gov
 (414) 425-4024
franklinwi.gov



APPLICATION DATE: _____

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME Jay Hiller		NAME Justin L. Johnson, P.E.	
COMPANY Hiller Ford, Inc & Dealership Properties, Inc		COMPANY JSD Professional Services, Inc	
MAILING ADDRESS 6455 South 108th Street		MAILING ADDRESS W238N1610 Busse Road, Suite 100	
CITY/STATE Franklin WI		CITY/STATE Waukesha, WI	ZIP 53188
PHONE 414-425-1000		PHONE 262-513-0666	
EMAIL ADDRESS jay@hillerford.com		EMAIL ADDRESS justin.johnson@jsdinc.com	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 6455 South 108th Street	TAX KEY NUMBER 704 1014 000
PROPERTY OWNER Hiller Ford, Inc & Dealership Properties, Inc	PHONE 414-425-1000
MAILING ADDRESS 6455 South 108th Street	EMAIL ADDRESS jay@hillerford.com
CITY/STATE Franklin, WI	ZIP 53132
	DATE OF COMPLETION

APPLICATION TYPE

Please check the application type that you are applying for

- Concept Review
 Comprehensive Master Plan Amendment
 Planned Development District
 Rezoning
 Special Use / Special Use Amendment
 Unified Development Ordinance Text Amendment

Most requests require Plan Commission review and Common Council approval

Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a.m. and 7 00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application)

- I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE 	APPLICANT SIGNATURE
NAME & TITLE Jay Hiller, President	NAME & TITLE Jay Hiller, President
DATE 3-24-23	DATE 3-24-23
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE	NAME & TITLE Justin L. Johnson, Associate
DATE	DATE 3-24-23

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

CONCEPT REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$250 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 1/2" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities[approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of way, natural resources/green space and drainage issues/concerns, etc])
 - Three (3) colored copies of building elevations on 11" X 17" paper if applicable
- Email or flash drive with all plans / submittal materials

COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Site Development Plan / Map, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Requires a Class I Public Hearing Notice at least 30 days before the Common Council Meeting

PLANNED DEVELOPMENT DISTRICT (PDD)

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$6,000 New PDD
 - \$3,500 PDD Major Amendment
 - \$500 PDD Minor Amendment
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc (See Sections 15 7 0101, 15 7 0301, and 15 5 0402 of the UDO for information that must be denoted or included with each respective plan)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
 - PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval
 - Minor PDD Amendment requests require Plan Commission review and Common Council approval

REZONING

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,250
 - \$350 one parcel residential
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Plot Plan or Site Plan, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
 - Requires a Class II Public Hearing notice at Plan Commission

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,500 New Special Use > 4000 square feet
 - \$1,000 Special Use Amendment
 - \$750 New Special Use < 4000 square feet
- Word Document legal description of the subject property
- Word Document legal description of the subject property
- One copy of a response to the General Standards, Special Standards, and Considerations *found in Section 15 3 0701(A), (B), and (C) of the UDO available at www.franklinwi.gov*
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", *The submittal should include only those plans/items as set forth in Section 15-7 0101, 15-7 0301 and 15-5 0402 of the UDO that are impacted by the development (e g , Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc*
- One (1) colored copy of the building elevations *on 11" X 17" paper, if applicable*
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Three (3) project narratives, *including description of the proposed text amendment*
 - Requires a Class II Public Hearing notice at Plan Commission
 - The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov



MEMORANDUM

Date: June 1, 2022

To: Department of City Development
 Régulo Martínez-Montilva, AICP, CNUa, Principal Planner

From: Justin L. Johnson, P.E., JSD Professional Services, Inc.

RE: Staff Comments – Special Use Amendment – Hiller Ford, 6455 South 108th Street

1. Please provide a Site Intensity and Capacity Calculations worksheet. The "Site Intensity and Capacity Calculation" worksheets are required under Division 15-3.0500 and are used for determining the maximum site intensity, or development capacity, of the site. Please fill out and document this by utilizing Table 15-3.0505 (see below for numbers to utilize when filling out).

Table 15-3 0309

M-1 Limited Industrial District Development Standards	
Type of Standard	Standard
Landscape Surface Ratio and Floor Area	
Minimum Landscape Surface Ratio (LSR)	0.4
Alternative Minimum Landscape Surface Ratio (LSR) with Required Mitigation (See § 15-5.0302E)	0.3
Maximum Gross Floor Area Ratio (GFAR)	0.42(a)
Maximum Net Floor Area Ratio (NFAR)	0.85(a)

Taking into consideration the multiple properties under Hiller Ford ownership in this location, the proposed project complies with the coverage requirements of the M-1 zoning. See attached Site Intensity and Capacity Calculations worksheet and plan.

Lighting

1. Please provide a lighting plan for all exterior lighting (cut sheets, placement, etc.) in accordance with Section 15-5.0402.
 Lighting modifications in this proposed plan will consist only of the relocation of one light pole, which is in conflict with the proposed truck turning movements. Additional lighting is not proposed.

General Planning Comments

1. Parking (See 15-5.0203); For proposed parts warehouse use, please demonstrate there would be an achieved a parking space standard of 0.5/1,000 square feet of GFA (0.5/15,360sf = 8 spaces).
 Eight employee parking stalls have been added to the plan, as requested.





2. Suggestion: Best Practice for Landscaping could include softening the view of the proposed new building addition by placing foundation plantings (shrubs, grasses, perennials, ornamental trees, etc.) along the north façade.
The north façade receives little sunlight and will see salt and constant vehicle operations. Growing and maintaining plantings in that location will be problematic. That said, the owner is willing to add foundation planting beds along the north wall of the expansion if required to do so.
3. Please submit truck turning movements for anticipated typical semi maneuvers.
Truck turning movements have been added to the revised plans.
4. Condition No. 8 of the existing Conservation Easement document for Hiller Ford states, “The Grantor hereby agrees that at such time as redevelopment in any form other than the present use may occur on the subject property, Covenant 7 shall be considered null and void and the full covenants, terms, conditions, and restrictions set forth in this grant shall become binding upon the conservation easement lands”. Based on the orientation of the proposed building addition, truck turning movements will be partially located upon pavement within the existing conservation easement area. Please submit an alternate loading dock location to accommodate truck movements outside of conservation easement areas for consideration per 15-5.0205.
The condition referenced in No. 8 of the Conservation Easement document was intended to apply to the site in a situation where the site was being redeveloped for another use. It was not intended to apply to an expansion of the current use. Condition No. 8 specifically and intentionally states “.. redevelopment in any form *other than the present use*...”. This expansion is merely an extension of it’s current use and is not a new use. In that regard, we respectfully disagree with the premise that the lands within the conservation easement area have to be restored to native condition at the present time. We continue to agree, however, that said lands will be restored if and when the property is redeveloped in the future.
5. Please note that if the Plan Commission determines that this proposal constitutes “redevelopment in any form other than the present use” as contemplated in Covenant No. 8 of the Conservation Easement, the applicant would need to submit a restoration plan of the conservation easement area, including but not limited to the removal of existing pavements and structures and natural resource restoration standards as prescribed in the Unified Development Ordinance (UDO) Section 15-4.0103.
Understood.
6. If any mechanicals are proposed on the roof, please provide for adequate screening per 15-3.0355 (A)(7.).
There are no roof top mechanicals proposed for the building expansion



7. If any dumpsters are to be provide on the property, please provide for screening meeting zoning code requirements per 15-3.0355 (A)(7.).
Understood. No additional dumpsters are proposed.
8. Please add information to the project narrative specifying delivery frequencies and hours of operation for new parts warehouse use per 15-7.0101.
Narrative has been updated. There are no changes to delivery frequencies and hours of operation for new parts warehouse facilities.

Engineering Department

1. See attached letter.
See attached responses.

Inspection Services Department

1. Structure shall be designed and constructed in accordance with the Wisconsin Commercial Building Code.
Understood.
2. Project will require separate Building, HVAC, Plumbing and Electrical Permits.
Understood.

Fire Department

1. Franklin Fire Department Construction and Alteration Requirements (2021-2022)
 1. Follow all relevant WI DSPPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
Understood.
 2. Pre-existing fire alarm and fire sprinkler systems shall be maintained in compliance with relevant code.
Understood.

Fire Extinguisher placement as per NFPA 10.
Understood

Fire Department Connection (FDC), and hydrant placement and density must be acceptable to AHJ (applies to new construction).
Understood.



3. At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.

Understood.

Master Key set required for placement in Knox Box (if required).

Understood.

Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>

Understood.

Police Department

1. The PD has no comment regarding this request.

No response needed.

Engineering Department

- See WDNR regulation (NR 151.125) – the impervious surface is not allowed within 50 feet of a delineated wetland.

Per the Wetland Delineation Report conducted for the 2015 site improvements (R.A. Smith National, dated August 27, 2015), the subject wetland (designated W-3) should be considered “moderately susceptible”. Under NR 151.125(d, e, and f), “less susceptible” wetlands (those not deemed “highly susceptible”) are subject to a wetland setback of “10 percent of the average wetland width, but no less than 10 feet nor more than 30 feet”. The existing pavement adjacent to the subject wetland is approximately 20 feet from the delineated wetland boundary. Furthermore, under NR 151.125(b) the 50-foot setback requirement from an intermittent stream is only applied if said stream is identified on USGS or County Soil Survey mapping. The subject wetland/stream is not shown on USGS mapping (see attached). All this considered, we respectfully disagree with the premise that the existing pavement is non-compliant with the requirements of NR 151.

- This may also apply to the existing and proposed storm sewer discharging directly to wetlands from impervious surfaces without being treated.
The 2015 improvements were exempt from MMSD Chapter 13 and City of Franklin stormwater management regulations because they did not exceed the disturbed area or new imperviousness thresholds which would have triggered those requirements. It was also exempt from NR151 because it had no increased imperviousness.
- If proposing to put the end wall in a wetland, WDNR approval/coordination is required.
Understood We will pull back the end section so that it sits outside the wetland limits
- The gravel area north of the building addition and the road appears to have been added after 9/24/2001. It appears to be approximately 1 acre of new impervious surface added since that date which requires a stormwater management plan per Milwaukee Metropolitan Sewerage District Chapter 13.
 - Based on aerials, it appears this may also have been gravel in 1980, but from 1990-2017 this was a grassed area. MMSD staff confirmed this is a new impervious surface added and is subject to Chapter 13 rules and regulations. This portion of the property has been gravel since at least 1970, although the grainy aerial photographs from Milwaukee County GIS indicate that the gravel surface may extend as far back as 1963. Through the 195 and 1990 photos, the subject area was still being used for trailer storage. By 2005, vegetation had

grown up through the gravel and it was being mowed to prevent it from becoming a nuisance. In 2018, the original gravel was refreshed, and in 2022 it was paved over the existing compacted gravel surface. Given that this portion of the site is documented as having been gravel for well over fifty years, we disagree with the application of current MMSD Chapter 13 rules to this area of the property.

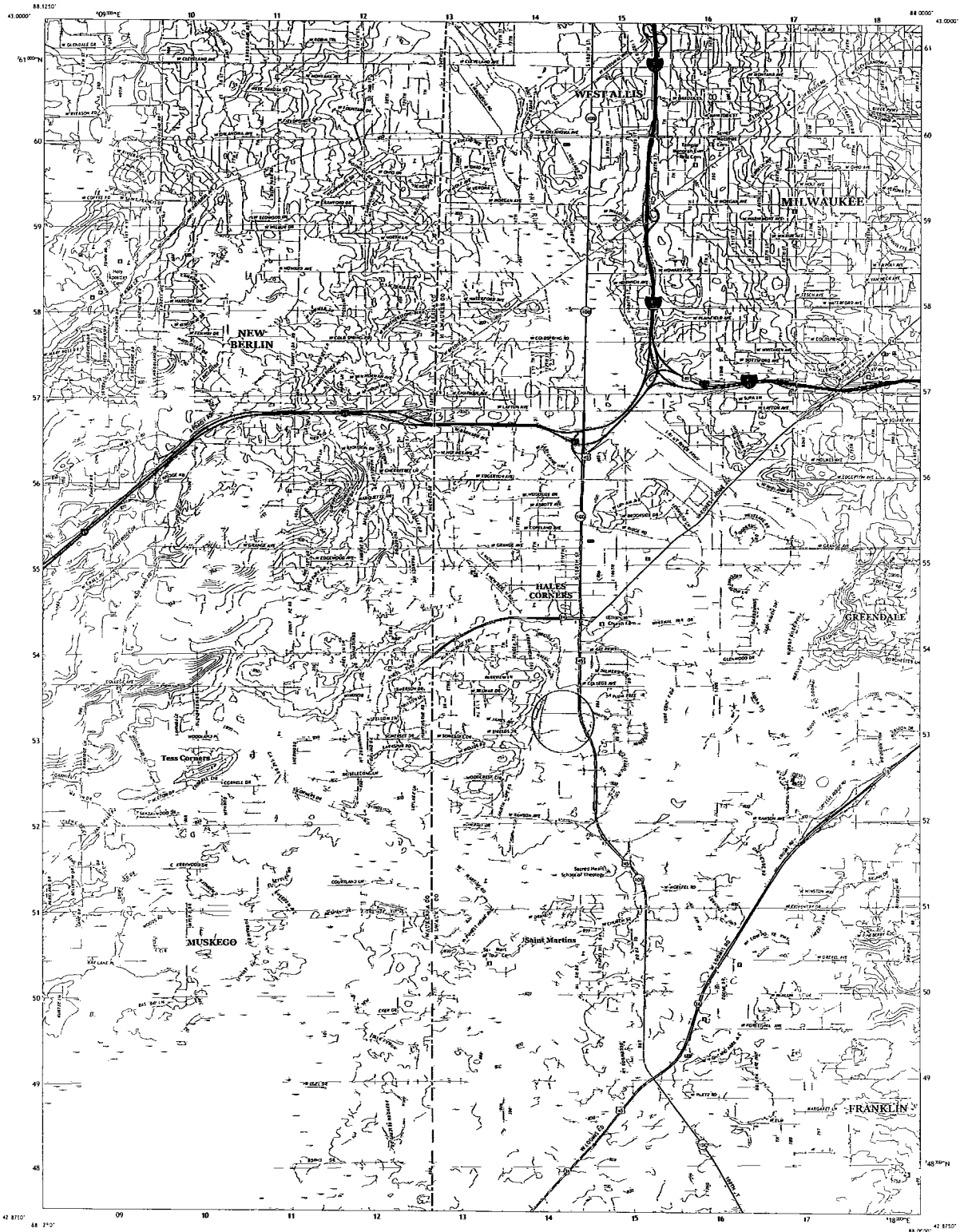
- This area is also within 50 feet of a wetland.
Refer to the response to Engineering Department comment no. 1, above.
- City Design Standards – retaining walls higher than 3 feet required a licensed professional engineer's approval, stamp, and signature. A guardrail/safety fence shall be installed along any walls 3 feet in height or more.
A guardrail has been added along the top of the loading dock retaining walls.
- Separate engineering submittal required, application found here
- <https://www.franklinwi.gov/Files/Engineering/Forms/Engineering--Storm-Water-Management-Plan-Review-Application-2022.pdf>
Understood
- Must submit a plat of survey for review and approval before issuing a building permit.
See required information for the plat of survey submittal-
<https://www.franklinwi.gov/Files/Engineering/Plats-of-Survey-Informational-Requirements-2022.pdf>
Understood.



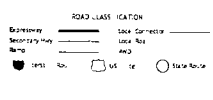
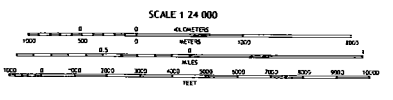
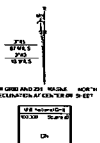
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map
US Topo

HALES CORNERS QUADRANGLE
WISCONSIN
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
Map Scale: 1:24,000
The map was produced using the National Map Accuracy Standards (NMAS) for 1:24,000 scale maps.
Vertical Datum: Mean Sea Level (MSL)
Horizontal Datum: North American Datum of 1983 (NAD83)
Projection: Universal Transverse Mercator (UTM)
Zone: 16N
Datum: NAD83
Scale: 1:24,000
Projection: UTM
Zone: 16N
Datum: NAD83

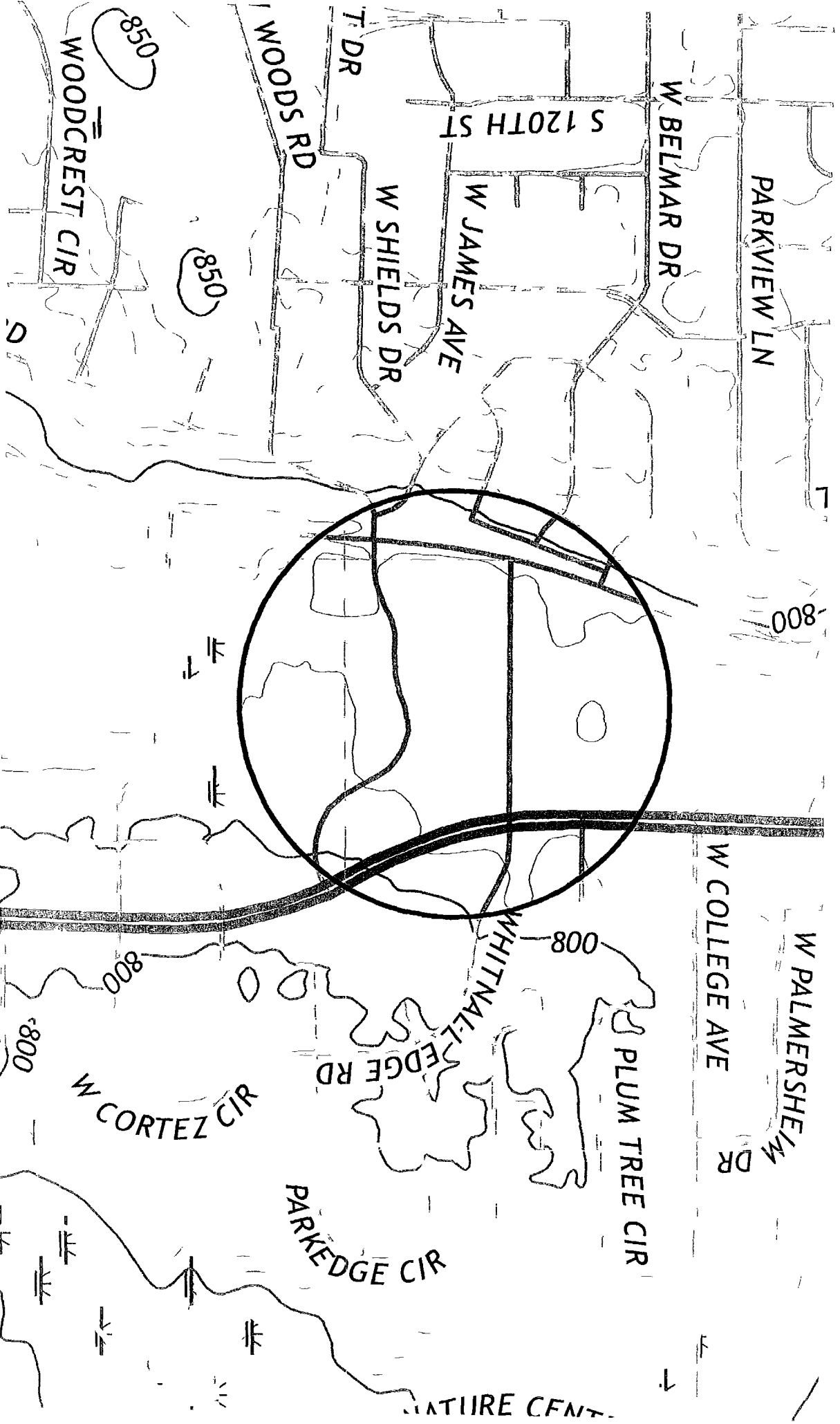


1	2	3	4
5	6	7	8
9	10	11	12

Map of Wisconsin showing the location of the Hales Corners quadrangle. The map is divided into a 3x4 grid of quadrangles. The Hales Corners quadrangle is located in the bottom-left corner of the grid.

HALES CORNERS, WI
2012





WOODCREST CIR

850

WOODS RD

T DR

W SHIELDS DR

W JAMES AVE

S 120TH ST

W BELMAR DR

PARKVIEW LN

800

W COLLEGE AVE

W PALMERSHEIM DR

PLUM TREE CIR

800

WHITNALL EDGE RD

W CORTEZ CIR

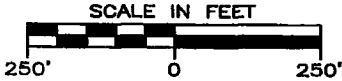
800

PARKEDGE CIR

NATURE CENT

CERTIFIED SURVEY MAP No. 8705

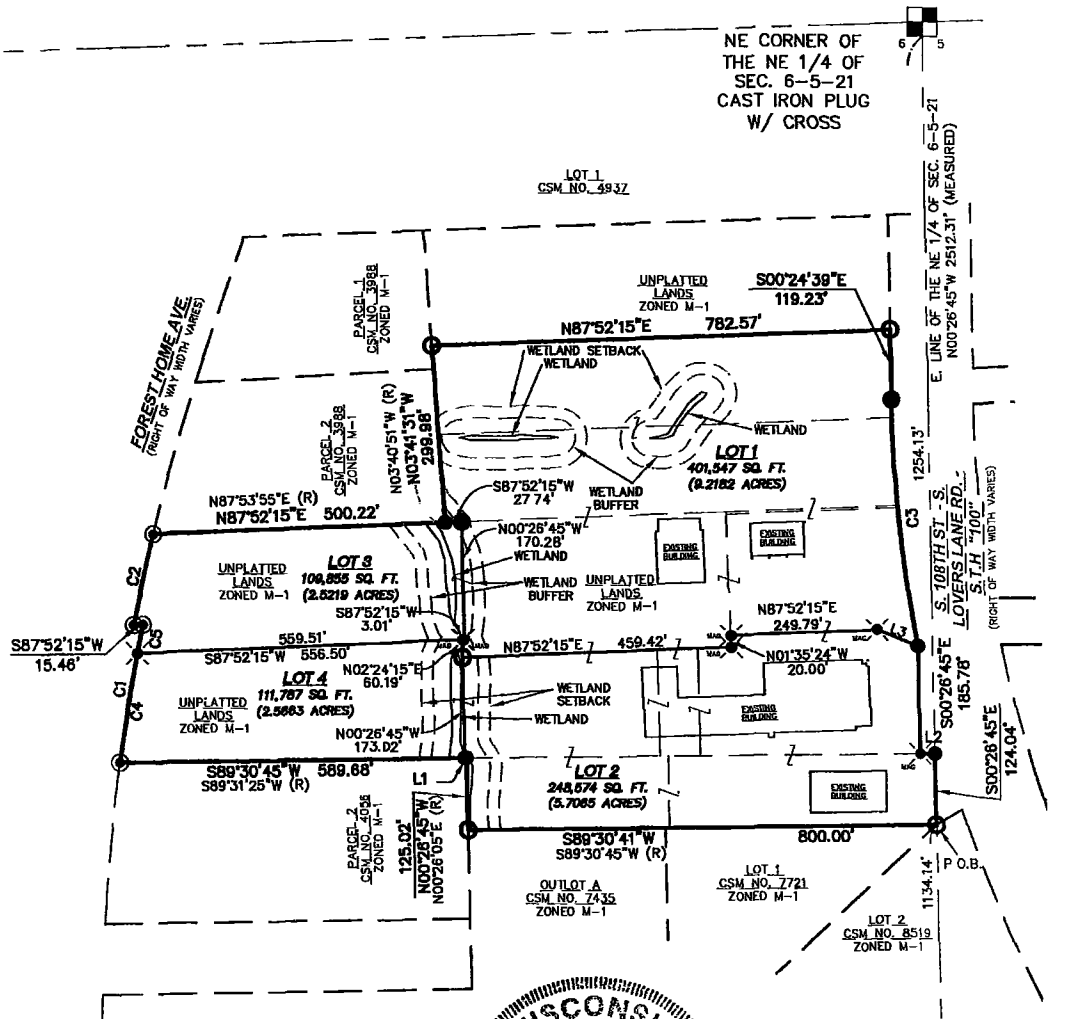
BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



PREPARED BY:

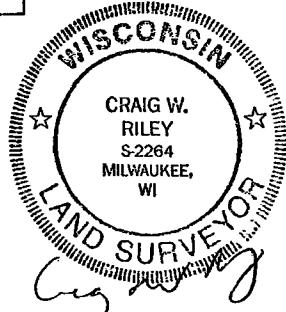
JSD Professional Services, Inc.
Milwaukee Regional Office
N22 W22831 NANCY'S COURT SUITE 3
WALKESHA, WISCONSIN 53186
262.513.0666 PHONE / 262.513.1232 FAX

PREPARED FOR:
HILLER FORD, INC.
6381 S. 108TH STREET
FRANKLIN, WI 53132



LEGEND:

- 1" IRON PIPE FOUND & ACCEPTED
- 3/4" REBAR FOUND AS NOTED
- ⊙ 3/4" X 18" REBAR SET WEIGHING 150 LBS/FT
- MAG MAG NAIL SET
- (R) RECORDED AS DIMENSION



SE CORNER OF THE NE 1/4 OF SEC 6-5-21 CONC MON W/ BRASS CAP N 342,608.50 E 2,522,656.35

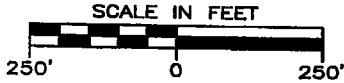
THE SUBJECT PROPERTIES ARE ZONED M-1, LIMITED INDUSTRIAL DISTRICT AND THE LAND IS SERVED BY SANITARY SEWER AND WATER

WETLANDS DELINEATED BY HEATHER PATTI OF R.A. SMITH NATIONAL ON APRIL 22, 2015

DATED THIS 30th DAY OF JUNE, 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W RILEY, S-2264

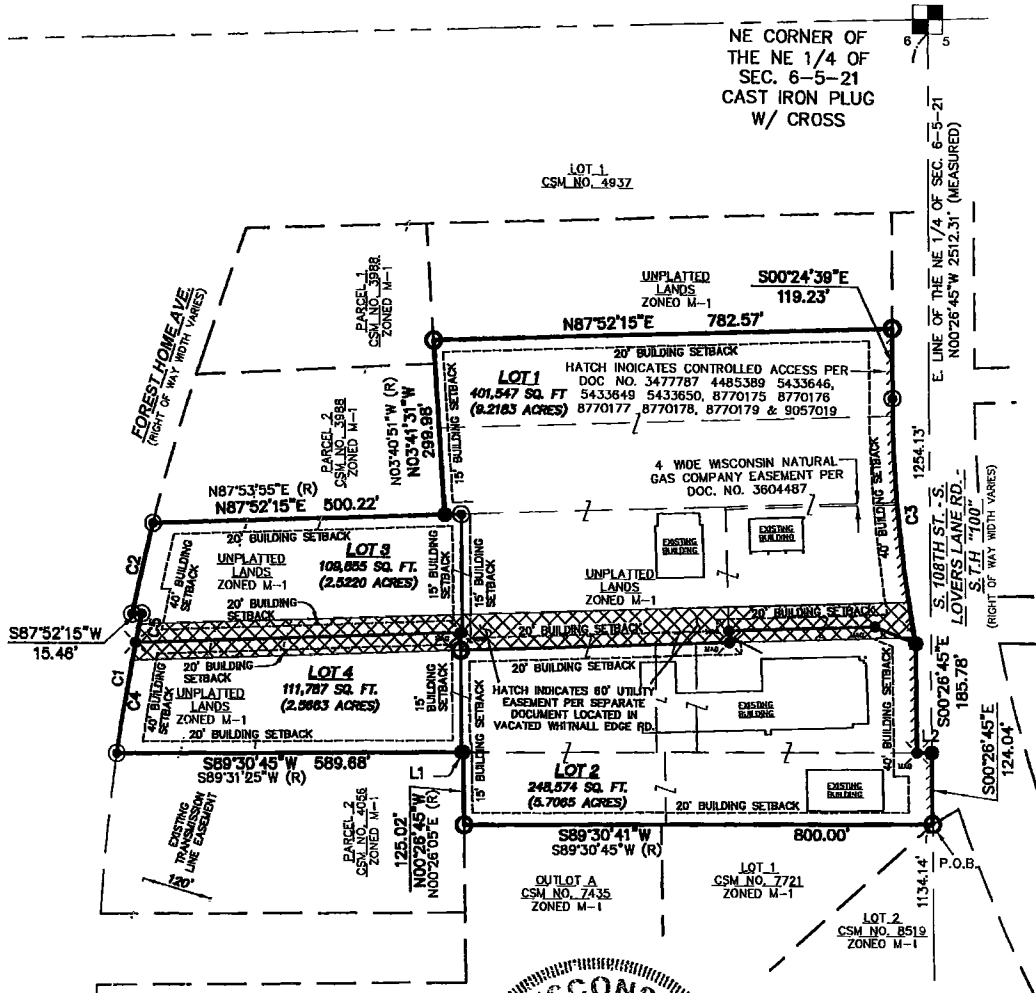
CERTIFIED SURVEY MAP No. 8705

BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

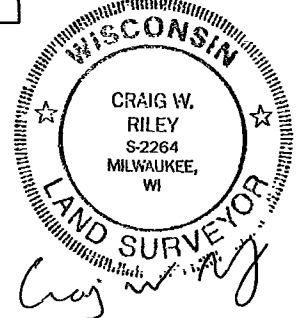


PREPARED BY:
 JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners
 MILWAUKEE REGIONAL OFFICE
 N22 W22831 NANCY'S COURT SUITE 3
 WAUKESHA, WISCONSIN 53186
 262.513.0868 PHONE | 262.513.1232 FAX

PREPARED FOR:
 HILLER FORD, INC
 6381 S. 108TH STREET
 FRANKLIN, WI 53132



- LEGEND:**
- 1" IRON PIPE FOUND & ACCEPTED
 - 3/4" REBAR FOUND AS NOTED
 - ⊙ 3/4" X 18" REBAR SET WEIGHING 150 LBS/FT
 - MAG MAG NAIL SET
 - (R) RECORDED AS DIMENSION



SE CORNER OF THE NE 1/4 OF SEC 6-5-21 CONC. MON W/ BRASS CAP N 342,608.50 E 2,522,656.35

THE SUBJECT PROPERTIES ARE ZONED M-1, LIMITED INDUSTRIAL DISTRICT AND THE LAND IS SERVED BY SANITARY SEWER AND WATER

WETLANDS DELINEATED BY HEATHER PATTI OF R A SMITH NATIONAL ON APRIL 22, 2015

DATED THIS 30th DAY OF JUNE, 2015
 THIS INSTRUMENT WAS DRAFTED BY CRAIG W RILEY, S-2264

CERTIFIED SURVEY MAP No. 8705

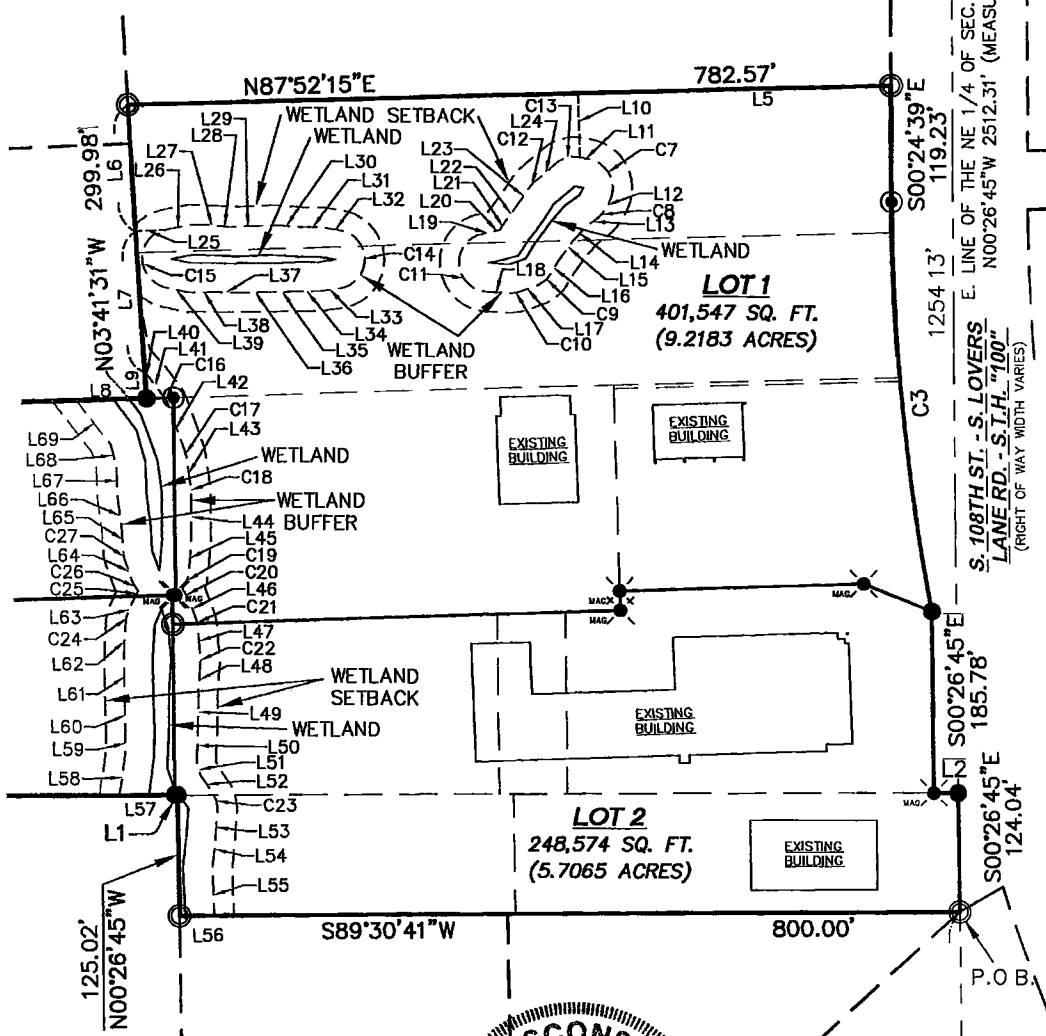
BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



PREPARED BY:
JSD Professional Services, Inc.
 Engineers • Surveyors • Planners
 MILWAUKEE REGIONAL OFFICE
 N22 W22831 MANDY'S COURT SUITE 3
 WALKESHA, WISCONSIN 53188
 282.513.0066 PHONE | 282.513.1232 FAX

PREPARED FOR:
 HILLER FORD, INC.
 6381 S 108TH STREET
 FRANKLIN, WI 53132

NE CORNER OF
 THE NE 1/4 OF
 SEC. 6-5-21
 CAST IRON PLUG
 W/ CROSS



S. 108TH ST. - S. LOVERS LANE RD. - S.T.H. "100"
 (RIGHT OF WAY WIDTH VARIES)

- LEGEND:**
- 1" IRON PIPE FOUND & ACCEPTED
 - 3/4" REBAR FOUND AS NOTED
 - ⊙ 3/4" X 18" REBAR SET WEIGHING 150 LBS/FT
 - MAG MAG NAIL SET
 - (R) RECORDED AS DIMENSION



SE CORNER OF
 THE NE 1/4 OF
 SEC 6-5-21
 CONC MON W/
 BRASS CAP
 N 342,608.50
 E 2,522,656.35

THE SUBJECT PROPERTIES ARE ZONED M-1, LIMITED INDUSTRIAL DISTRICT AND THE LAND IS SERVED BY SANITARY SEWER AND WATER

DATED THIS 30th DAY OF JUNE, 2015
 THIS INSTRUMENT WAS DRAFTED BY CRAIG W RILEY, S-2264

CERTIFIED SURVEY MAP No. 8705

BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LINE TABLE			LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	S89°30'45"W	2.65'	L26	N78°36'56"E	26.07'	L48	S03°55'48"W	32.62'
L2	N89°33'15"E	24.75'	L27	S88°22'01"E	26.71'	L49	S00°58'13"W	38.31'
L3	S68°09'08"E	75.00'	L28	S87°11'42"E	19.29'	L50	S02°16'42"W	32.80'
L5	N87°52'15"E	320.75'	L29	N86°52'28"E	39.03'	L51	S18°47'44"E	11.93'
L6	S03°41'31"E	128.53'	L30	S86°46'05"E	26.27'	L52	S35°06'12"E	20.51'
L7	S03°41'31"E	144.86'	L31	S89°25'23"E	24.43'	L53	S04°22'54"W	28.54'
L8	N87°52'15"E	71.88'	L32	S81°04'21"E	18.06'	L54	S06°20'43"W	31.54'
L9	N03°41'31"W	26.59'	L33	S81°24'17"W	21.35'	L55	S01°58'33"E	48.53'
L10	N02°07'45"W	65.64'	L34	S89°13'09"W	23.55'	L56	S89°30'41"W	35.88'
L11	S80°04'02"E	9.03'	L35	S87°49'32"W	25.23'	L57	S89°30'45"W	59.86'
L12	S29°57'11"W	7.92'	L36	S88°56'34"W	35.16'	L58	N08°02'53"E	40.71'
L13	S52°10'25"W	16.59'	L37	N89°43'34"W	25.35'	L59	N01°37'21"E	24.80'
L14	S41°46'48"W	19.33'	L38	S89°02'14"W	24.96'	L60	N01°46'41"W	29.43'
L15	S35°46'59"W	24.26'	L38	N78°19'07"W	24.14'	L61	N00°35'20"W	45.84'
L16	S30°39'50"W	14.79'	L40	S42°07'56"E	6.81'	L62	N03°03'25"E	33.83'
L17	S70°20'07"W	18.17'	L41	S37°34'23"E	24.47'	L63	N24°30'14"E	17.63'
L18	N86°48'25"W	21.04'	L42	S19°47'45"E	50.14'	L64	N20°05'07"W	21.95'
L19	N76°54'14"E	13.09'	L43	S08°20'58"E	31.95'	L65	N02°59'18"W	22.29'
L20	N75°10'42"E	5.76'	L44	S00°01'18"E	51.48'	L66	N07°27'34"W	31.86'
L21	N33°49'35"E	9.22'	L45	S05°32'20"W	31.14'	L67	N02°10'55"W	33.07'
L22	N37°01'33"E	22.45'	L46	S20°34'04"E	20.62'	L68	N15°49'31"W	22.91'
L23	N33°40'18"E	20.75'	L47	S04°42'15"E	31.97'	L69	N38°00'19"W	55.71'
L24	N48°55'21"E	28.72'						
L25	N86°18'29"E	31.12'						



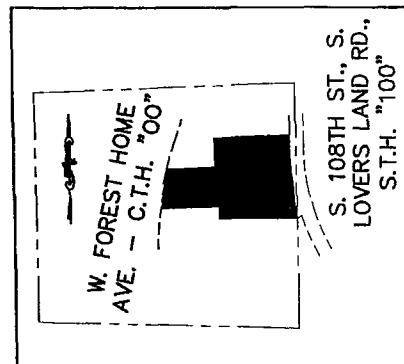
BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST WAS USED AS NORTH 00°26'45" WEST.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

VICINITY MAP



NE 1/4 SEC. 6, T5N, R21E
SCALE 1" = 1,500'

DATED THIS 30th DAY OF JUNE, 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W RILEY, S-2264

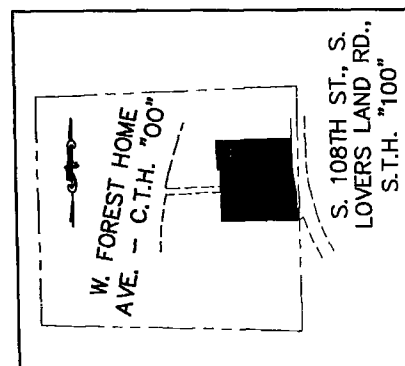
SHEET 4 OF 8

CERTIFIED SURVEY MAP No. 8705

BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CURVE DATA					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	239.56'	3744.83'	003°39'55"	N10°03'17"E	239.52'
C2	157.63'	3759.83'	002°24'08"	N13°01'53"E	157.62'
C3	422.68'	2361.83'	010°15'14"	S05°32'16"E	422.12'
C4	190.10'	3744.83'	002°54'31"	N09°40'35"E	190.08'
C5	49.46'	3744.83'	000°45'24"	N11°30'32"E	49.46'
C7	57.61'	30.00'	110°01'13"	S25°03'26"E	49.16'
C8	11.63'	30.00'	022°13'15"	S41°03'48"W	11.56'
C9	20.77'	30.00'	039°40'16"	S50°29'59"W	20.36'
C10	11.97'	30.00'	022°51'28"	S81°45'51"W	11.89'
C11	85.72'	30.00'	163°42'39"	N4°57'06"W	59.39'
C12	7.99'	30.00'	015°15'02"	N41°17'49"E	7.96'
C13	26.71'	30.00'	051°00'37"	N74°25'39"E	25.84'
C14	85.07'	30.00'	162°28'38"	S0°09'58"W	59.30'
C15	82.17'	30.00'	158°56'03"	N0°08'55"E	58.79'
C16	9.31'	30.00'	017°46'37"	S28°41'04"E	9.27'
C17	5.99'	30.00'	011°26'47"	S14°04'22"E	5.98'
C18	4.36'	30.00'	008°19'40"	S4°11'08"E	4.36'
C19	17.37'	30.00'	033°11'01"	S22°07'50"W	17.13'
C20	12.48'	30.00'	023°50'02"	S32°29'05"E	12.39'
C21	8.31'	30.00'	015°51'49"	S12°38'09"E	8.28'
C22	4.52'	30.00'	008°38'03"	S0°23'13"E	4.52'
C23	20.67'	30.00'	039°29'06"	S15°21'39"E	20.27'
C24	11.23'	30.00'	021°26'49"	N13°46'50"E	11.16'
C25	7.44'	30.00'	014°13'07"	N31°36'48"E	7.43'
C26	12.73'	30.00'	024°18'59"	N32°14'37"W	12.64'
C27	8.95'	30.00'	017°05'49"	N11°32'12"W	8.92'

VICINITY MAP



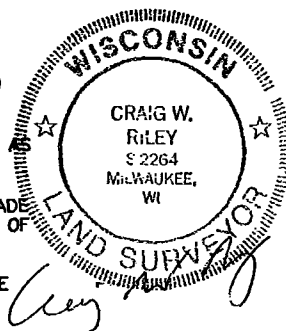
NE 1/4 SEC. 6, T5N, R21E
SCALE 1" = 1,500'

BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST WAS USED NORTH 00°26'45" WEST.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



CERTIFIED SURVEY MAP No. 8705

BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

State of Wisconsin)
) SS
County of Milwaukee)

I, Craig W Riley, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows

Commencing at the southeast corner of the Northeast 1/4 of said Section 6, thence North 00°26'45" West along the east line of said Northeast 1/4, 1134 14 feet to the west right of way line of South 108th Street - South Lovers Lane Road - State Trunk Highway "100" and the point of beginning,

Thence South 89°30'41" West along the north line Lot 1 of Certified Survey Map No 7721 and then Outlot A of Certified Survey Map No 7435, 800 00 feet to the east line of Parcel 2 of Certified Survey Map No 4056, thence North 00°26'45" West along said east line, 125 02 feet to the northeast corner of said Parcel 2, thence South 89°30'45" West along the north line of said Parcel 2, 2.65 feet, thence continuing South 89°30'45" West along the north line of said Parcel 2, 589 68 feet to a point on the east right of way line of West Forest Home Avenue and to point of curvature, thence northeasterly along the arc of said curve to the right and said east right of way line 239 56 feet, whose radius is 3744 83 feet and whose chord bears North 10°03'17" East, 239 52 feet, thence South 87°52'15" West along said east right of way, 15 46 feet to point of curvature, thence northeasterly along the arc of said curve to the right and said east right of way line 157 63 feet, whose radius is 3759 83 feet and whose chord bears North 13°01'53" East, 157 62 feet to the south line of Parcel 2 of Certified Survey Map No. 3988, thence North 87°52'15" East along said south line, 500.22 feet to the southeast corner of said Parcel 2, thence North 03°41'31" West along the east line of said Parcel 2, 299 98 feet; thence North 87°52'15" East, 782 57 feet to aforesaid west right of way line of South 108th Street - South Lovers Land Road - State Trunk Highway "100", thence South 00°24'39" East, 119 23 feet to point of curvature, thence southeasterly along the arc of said curve to the left and said west right of way line 422 68 feet, whose radius is 2361 83 feet and whose chord bears South 05°32'16" East, 422 12 feet, thence South 00°26'45" East along said westerly right of way line, 185 78 feet, thence North 89°33'15" East along said westerly right of way line, 24 75 feet, thence South 00°26'45" East along said westerly right of way line, 124 04 feet to the point of beginning.

Containing in all 871,763 square feet (20 0129 acres) of land, more or less

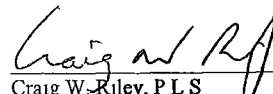
All subject to easements and restrictions of record and potential future road widening and government restrictions, if any

That I have made such survey, land division and map by the direction of Hiller Ford, Inc and Dealership Properties, Inc owners of said land

That such map is a correct representation of all exterior boundaries and the land surveyed and the land division thereof made

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Division 15-7 0700 of the City of Franklin Unified Development Ordinance in surveying, dividing and mapping the same

DATED THIS 30th DAY OF JUNE, 2015


Craig W. Riley, P L S
Professional Land Surveyor, S-2264



CERTIFIED SURVEY MAP No. 8705

BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6,
TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

This Certified Survey Map is hereby approved by the Common Council of the City of Franklin, on this 7th day of
APRIL, 2015, Resolution No. 2015-7015.

By Stephen Olson
Stephen Olson, Mayor

Date 6/30/15

By Sandra L. Wesolowski
Sandra L. Wesolowski, City Clerk

Date 6/30/2015



DOC.# 10475730

RECORDED 07/01/2015 11 11AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT 30.00
FEE EXEMPT #



Craig W. Riley

DATED THIS 30th DAY OF JUNE, 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W RILEY, S-2264

SHEET 8 OF 8

REGISTER OF DEEDS
JOHN LA FAVE
07/01/2015 11 11AM

10475730 CERTIFIED SURVEY MAP40 00

CERTIFIED MISC FEE \$1 00
CERTIFIED COPY FEE \$9 00
RECORDING FEE \$30 00

TOTAL \$40 00

CASH \$40 00

PHONE # 278-4005
912123

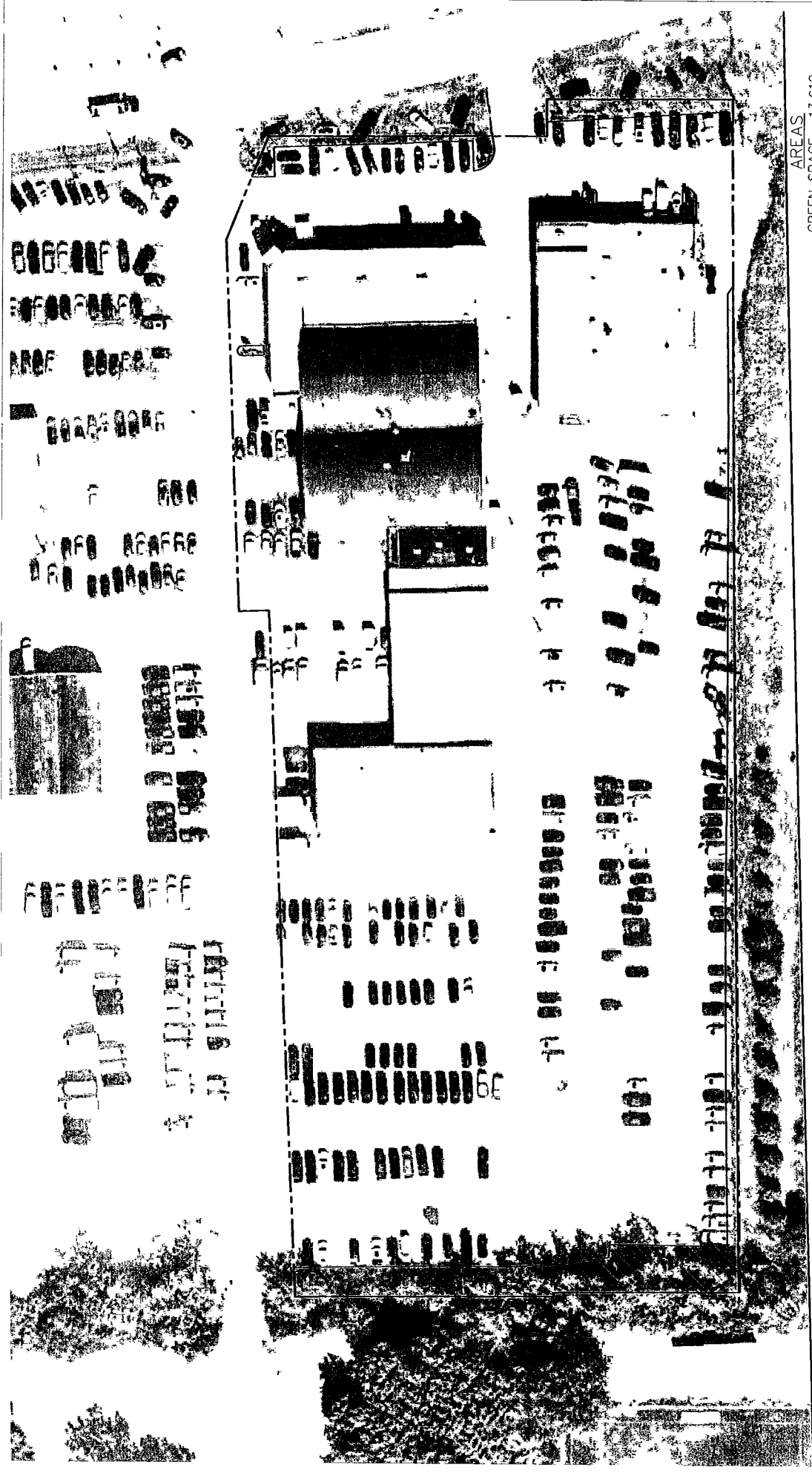
STATE OF WISCONSIN
MILWAUKEE COUNTY

I, the undersigned Register of Deeds of Milwaukee
County hereby certify that this document is a true
and correct copy of the original on file or record in
my office. Witness my hand and official seal this

JUL 1 2015

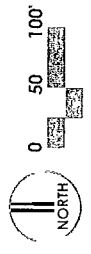
date

John La Fave
JOHN LA FAVE
Register of Deeds



AREAS
 GREEN SPACE 13,612
 IMMERVIOUS 235,000
 TOTAL 248,612
 GREEN SPACE RATIO = 5.5%

22-11572



GREEN SPACE EXHIBIT

HILLER FORD
 FRANKLIN, WI
 DATE: 06/20/2023



Mark Carstensen Developments, LLC
9130 Loomis Road
Franklin, WI 53132

Hiller Ford Phase II
Legal Description of Lot 2, C.S.M. 8705

Lot 2 of Certified Survey Map No. 8705, recorded in the Waukesha County Register of Deeds as Document No. 10475730, being part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of said $\frac{1}{4}$ Section, thence $N00^{\circ}26'45''W$ along the East line of said $\frac{1}{4}$ Section 1134.23 feet to the Point of Beginning of lands to be described; thence $S89^{\circ}30'41''W$ 800.00 feet, thence $N00^{\circ}26'45''W$ and parallel with said East line 125.02 feet, thence $S89^{\circ}30'45''W$ 2.65 feet; thence $N00^{\circ}26'45''W$ and parallel with said line 173.02 feet; thence $N87^{\circ}52'15''E$ 459.42 feet, thence $N01^{\circ}35'24''W$ 20.00 feet, thence $N87^{\circ}52'15''E$ 249.79 feet; thence $S68^{\circ}09'07''E$ 75.00 feet to a point on the West line of South 108th Street; thence $S00^{\circ}26'45''E$ along said Westerly line and parallel with the said East line of said $\frac{1}{4}$ Section 185.78 feet; thence $N89^{\circ}33'15''E$ 24.75 feet to a point on said East line; thence $S00^{\circ}26'45''E$ along said east line 124.04 feet to the Point of Beginning.

Lands containing 248,574 square feet or 5.7065 acres

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

A. ***General Standards.*** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response: The proposed use is identical to the existing use.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response: The proposed use and development are consistent with the existing property use. The vacation of a portion of Whitnall Edge Road is essentially the completion of a previous street vacation process. Several years ago, the City of Franklin approved the vacation of this section of Whitnall Edge, however the documents were never recorded. This project completes that process and cleans up title for the properties adjacent to this section of roadway. By virtue of the proposed exterior upgrades and interior remodel being proposed, this project should have a positive effect on surrounding property values

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response: Existing traffic and access patterns in and around the property are being maintained, and as such no negative impacts are expected to adjacent properties.

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response: Public street access is provided to the separate interior property by the existing Whitnall Edge Road public right-of-way connection to West Forest Home Avenue. Said property will also be allowed continued access to South 108th Street via proposed cross-access easement across the vacated Whitnall Edge Road lands.

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response: Because the proposal consists of primarily a building remodel, with only minor building expansion, no significant traffic increases are expected.

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Response: The entire project area currently consists of pavement. No natural resource impacts are proposed.

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

Response: The proposed improvements comply with all applicable standards.

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response: Not applicable.

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response: Not applicable.

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Response: Not applicable.

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

Response: Not applicable.

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

Response: Not applicable.



Milwaukee Regional Office
W238 N1610 Busse Road, Suite 100
Waukesha, WI 53188
262 513 0666

June 16, 2023

Mr. Regulo Martinez-Montilva
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Subject ***Special Use Permit Amendment
Hiller Ford
South 108th Street
Franklin, WI
JSD Project No. 22-11572***

Dear Regulo:

Enclosed please find our submittal application for a Special Use Permit (SUP) Amendment at Hiller Ford on South 108th Street in Franklin, Wisconsin. The purpose of the SUP Amendment is to facilitate the addition of a parts warehouse space in the existing inventory parking lot at the west side of the existing shop building. The addition will include overhead doors on the west and north faces of the building, and a three-dock semi-truck delivery well on the west wall. The truck well has been intentionally placed in this west-facing location so as to shield its visibility from South 108th Street and customer areas. Building floor plans and elevations are designed to complement the existing building and are enclosed for review.

It should be noted that a smaller version of this addition was included in the approved 2015 project, however, this piece of the project was never built. Hiller Ford has now run out of interior storage space and desperately needs the additional secure parts inventory square footage as soon as they can possibly get it. To that end, we respectfully request consideration of the enclosed submittal materials on the most expedient approval schedule possible.


Should you have any questions or need additional information, please don't hesitate to call me. Thank you!

Sincerely,

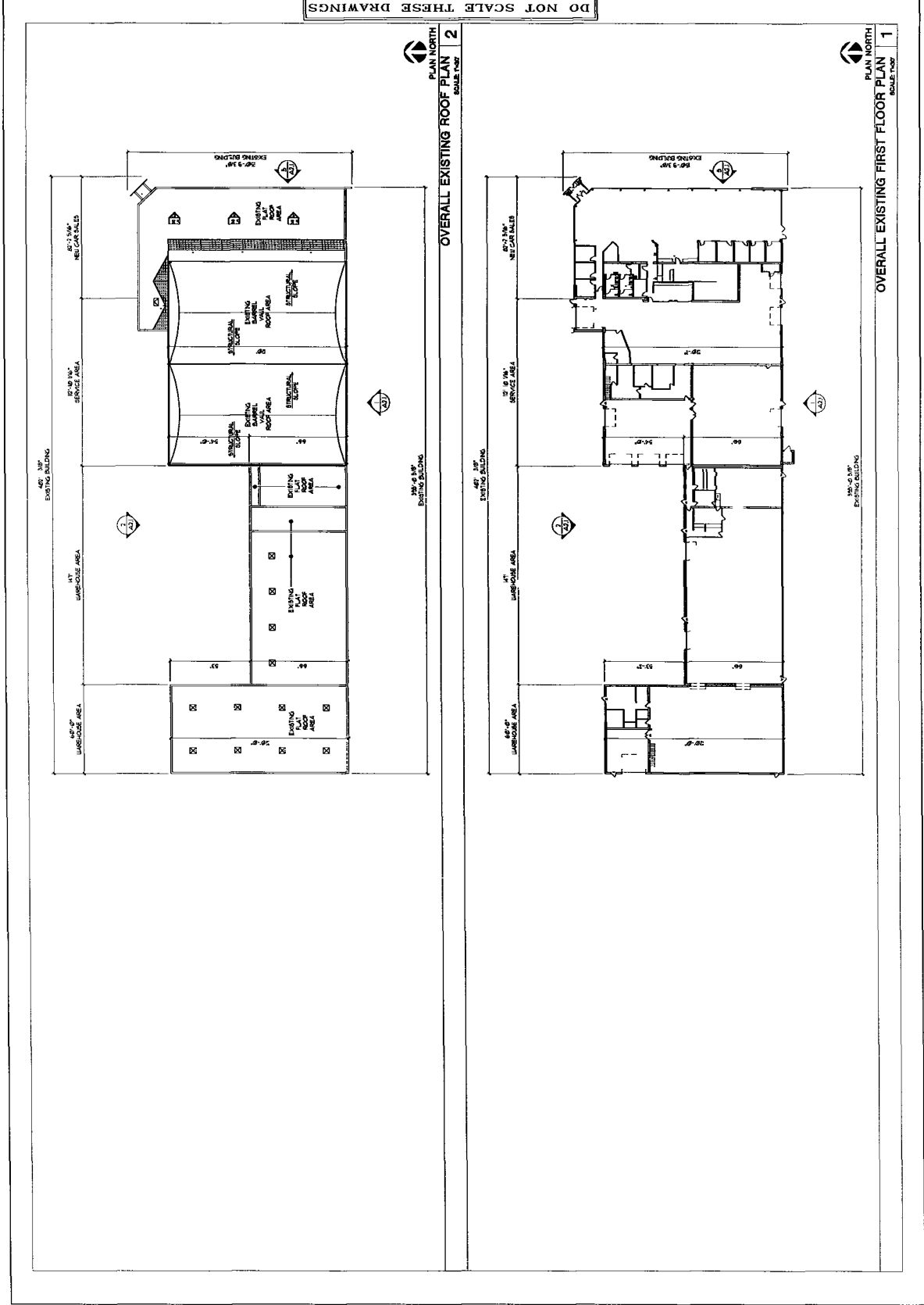
JSD Professional Services, Inc.

Justin L. Johnson, P.E.
Associate

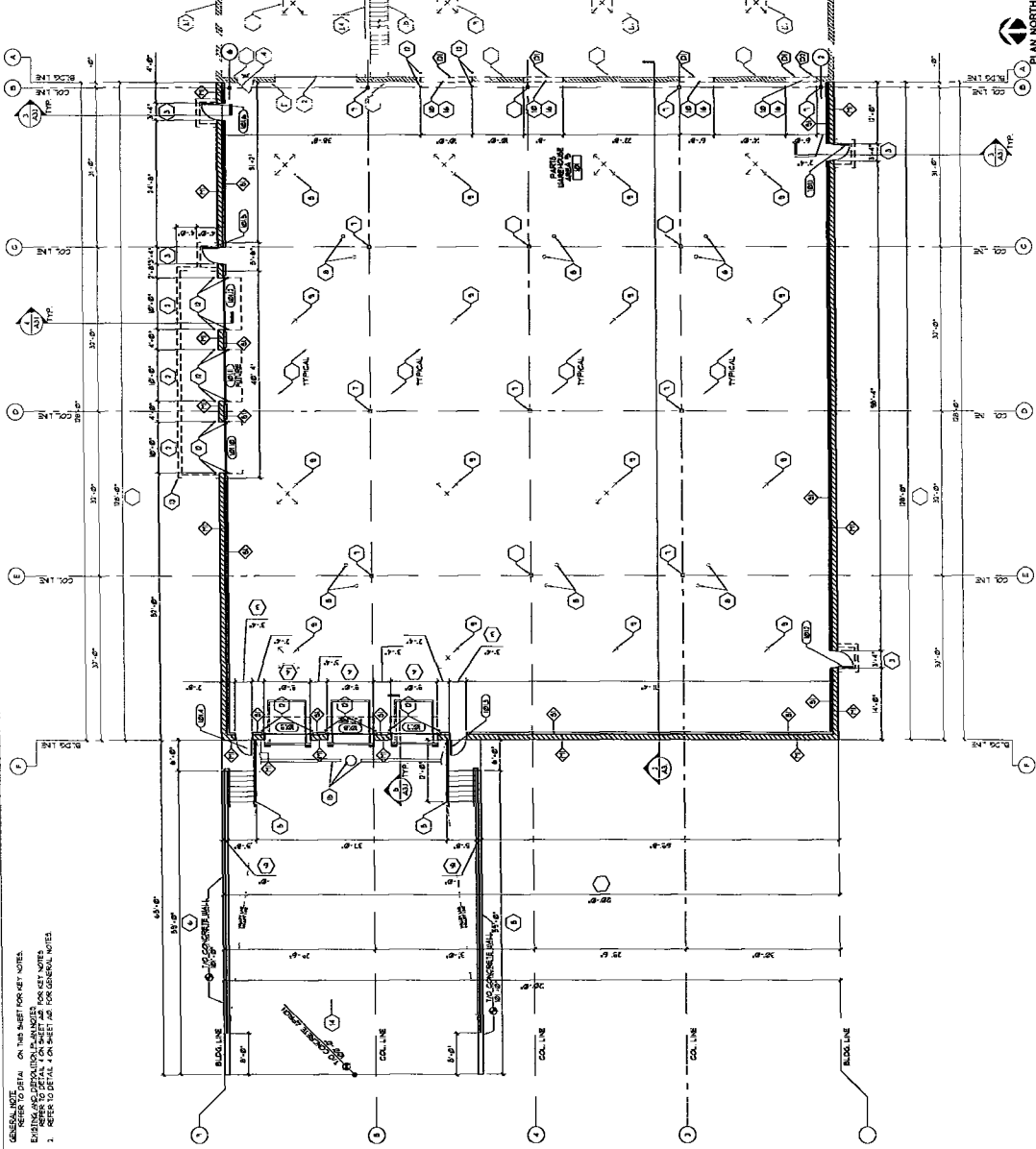
Enclosures

 PERSPECTIVE DESIGN INC. 1325 W. North 1st Street Milwaukee, WI 53225 TEL: (414) 302-1700 FAX: (414) 302-7811		Hiller Ford 6455 South 108th Street Franklin, WI 53132	
Drawing Title: OVERALL EXISTING FLOOR PLAN	Date: 06/24/23	Scale: AAL	Drawn: WHC
Job: 23-032	Sheet: EX1.0	Project: STATE PLAN REVIEW SUBMISSION	
REV. BY:	DESCRIPTION:	DATE:	PROJECT:

ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF PERSPECTIVE DESIGN INC. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF PERSPECTIVE DESIGN INC. IS STRICTLY PROHIBITED. THE CLIENT AGREES TO HOLD PERSPECTIVE DESIGN INC. HARMLESS FROM ANY DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE, ARISING FROM ANY AND ALL ERRORS OR OMISSIONS MADE BY ANYONE OTHER THAN THE ARCHITECT, OR FROM ANY REVISIONS OR CORRECTIONS MADE BY THE ARCHITECT, OR FROM ANY REVISIONS OR CORRECTIONS MADE BY THE ARCHITECT OR FROM ANY REVISIONS OR CORRECTIONS MADE BY THE ARCHITECT OR FROM ANY REVISIONS OR CORRECTIONS MADE BY THE ARCHITECT.



GENERAL NOTE: 1. ON THIS SHEET FOR KEY NOTES.
 2. REFER TO DETAIL 1 ON SHEET FOR KEY NOTES.
 3. REFER TO DETAIL 2 ON SHEET FOR KEY NOTES.



PARTIAL DIMENSIONED 1ST FLR FLOOR PLAN
 SCALE: 1/8" = 1'-0"

KEYED FLOOR PLAN NOTES
 SCALE: N/A

1. INSULATE CEILING CONSTRUCTION. SEE WALLS TYPE FOR ADDITIONAL INFORMATION.
2. UNINSULATED OPERABLE SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
3. INSULATED OPERABLE SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
4. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
5. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
6. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
7. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
8. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
9. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
10. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
11. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
12. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
13. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
14. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.
15. INSULATED PARTIAL SECTION DOOR. REFER TO DOOR INFORMATION SHEET FOR DETAILS.

DO NOT SCALE THESE DRAWINGS

DATE: 06/24/23	SHEET: A-1	DRWING: NHC	DATE: 06/24/23
SCALE: A-1	PROJECT: MILLER FORD	CLIENT: MILLER FORD	ADDRESS: 6455 SOUTH 108TH STREET, FRANKLIN, WI 53132
PROJECT: MILLER FORD	PROJECT: MILLER FORD	PROJECT: MILLER FORD	PROJECT: MILLER FORD
PROJECT: MILLER FORD	PROJECT: MILLER FORD	PROJECT: MILLER FORD	PROJECT: MILLER FORD

PERPECTIVE ARCHITECTURE INC. 11325 W NORTH AVENUE, WASHINGTON, WI 53258 TEL: 414.332.1198 FAX: 414.332.781

PERSPECTIVE DESIGN, INC.
11325 W. North Ave.
Wauwatosa, WI 53226
Tel: 414 924-1788 Fax: 414 924-7811

Hillier Ford
8455 South 108th Street
Franklin, WI 53132

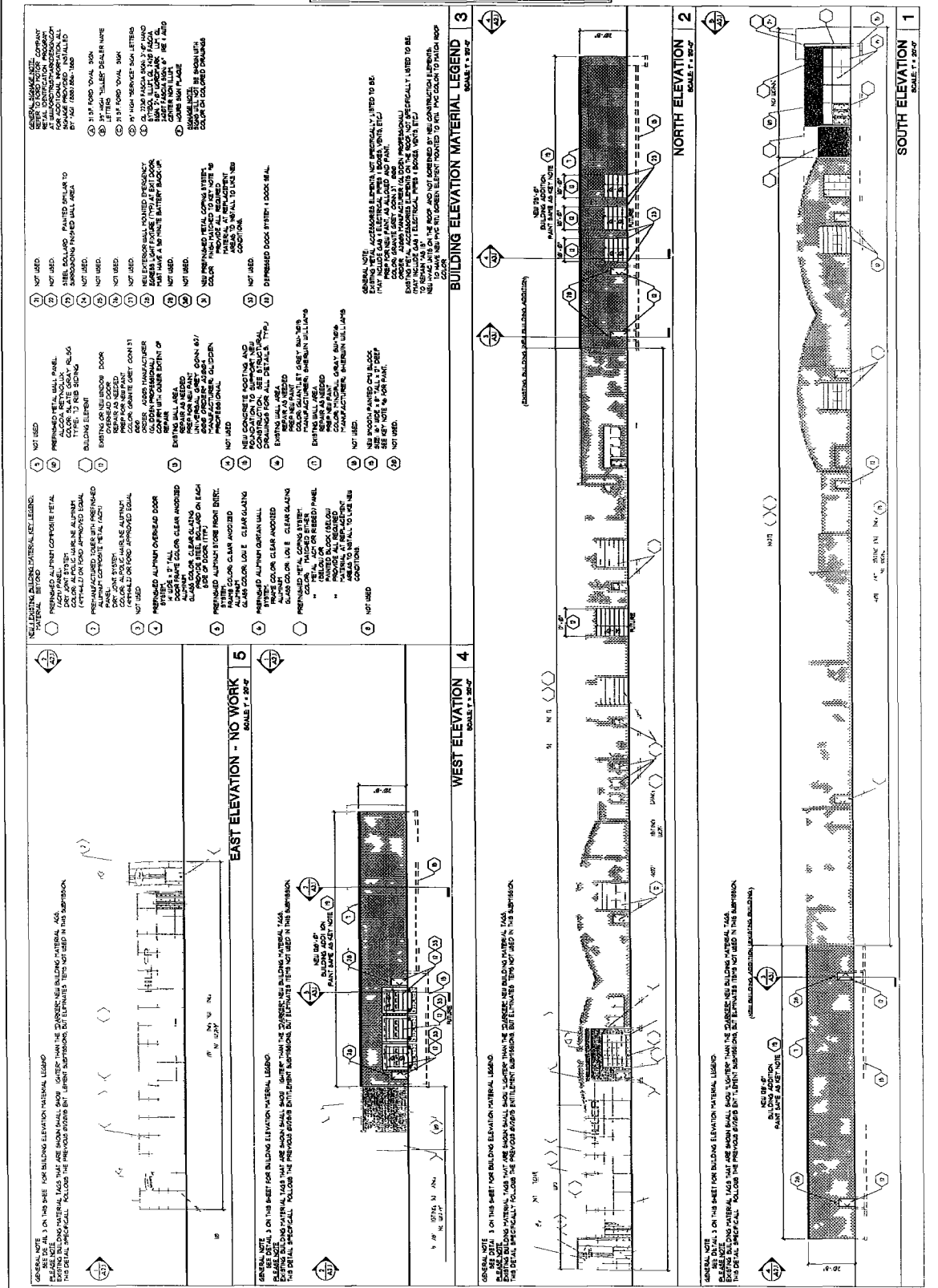
DATE: 06/24/23
SCALE: A1
DRAWN: WHO
JOB: 23-082

DATE: 06/24/23
SCALE: A1
DRAWN: WHO
JOB: 23-082

DATE: 06/24/23
SCALE: A1
DRAWN: WHO
JOB: 23-082

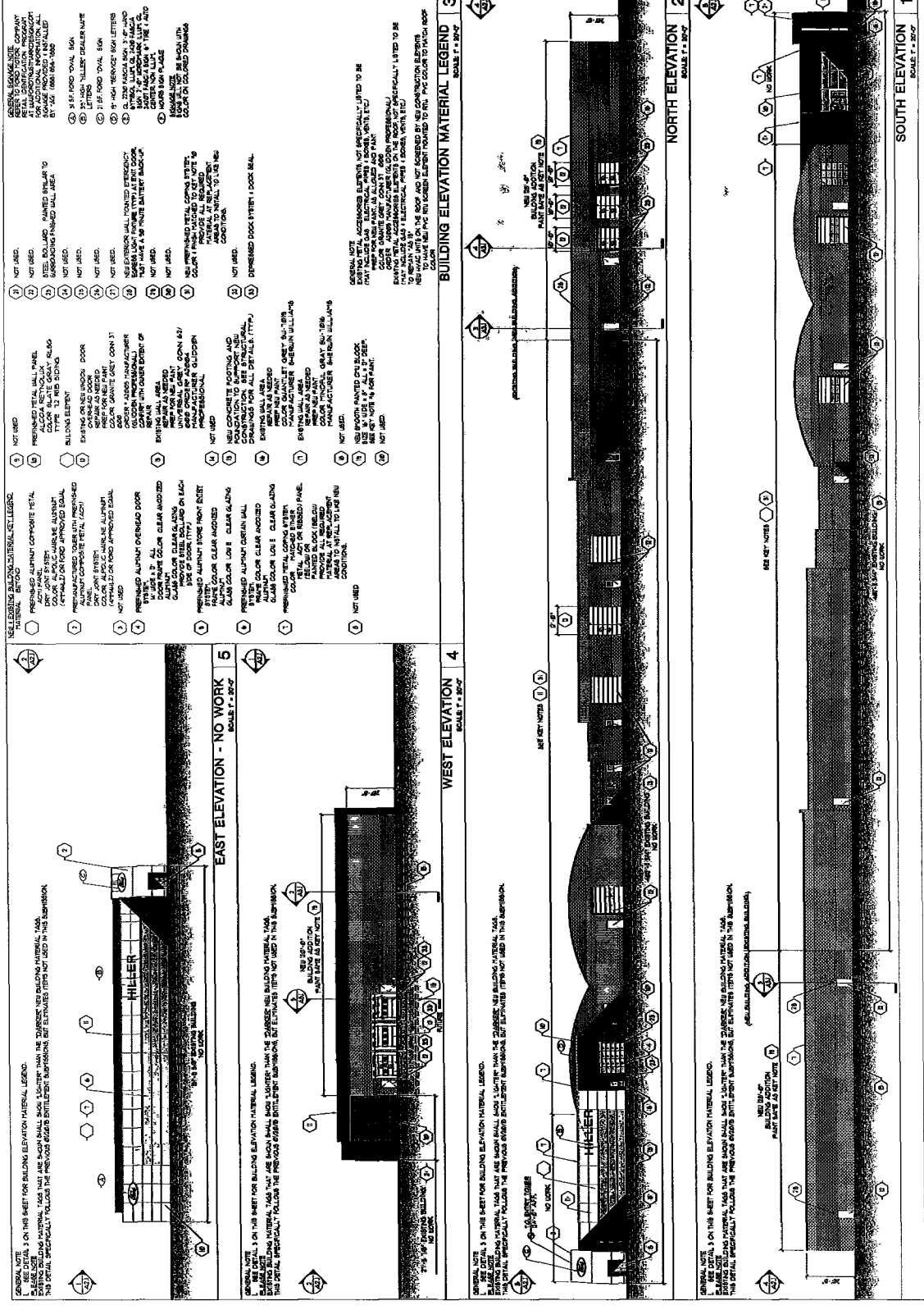
ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF PERSPECTIVE DESIGN, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF PERSPECTIVE DESIGN, INC. THE CLIENT AGREES TO HOLD PERSPECTIVE DESIGN, INC. HARMLESS FROM ANY DAMAGES, LIABILITY, OR COSTS INCURRED BY ANY PARTY AS A RESULT OF THEIR USE OF THIS DRAWING OR DATA HEREIN. THE PROFESSIONAL ENGINEER'S SEAL IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF PERSPECTIVE DESIGN, INC.

DO NOT SCALE THESE DRAWINGS



ALL RIGHTS RESERVED. NO PART OF THIS DRAWING IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF PERSPECTIVE DESIGN, INC. THE CLIENT AGREES TO NOTIFY AND HOLD THE ARCHITECT HILLIER FORD AND PERSPECTIVE DESIGN, INC. HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, IN CONNECTION WITH THIS AGREEMENT.

DO NOT SCALE THESE DRAWINGS



GENERAL NOTE: SEE DETAIL 3 ON THIS SHEET FOR BUILDING ELEVATION MATERIAL LEGEND. EXISTING BUILDING MATERIALS THAT ARE SHOWN SHALL BE MAINTAINED UNLESS OTHERWISE NOTED IN THIS SUBMISSION. THIS DETAIL SPECIFICALLY FOLLOWS THE PREVIOUS ELEVATION SUBMISSIONS BUT ELIMINATES ITEMS NOT USED IN THIS SUBMISSION.

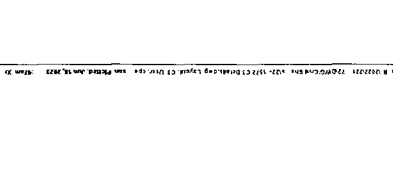
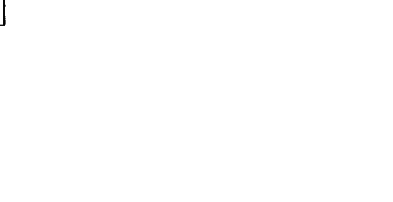
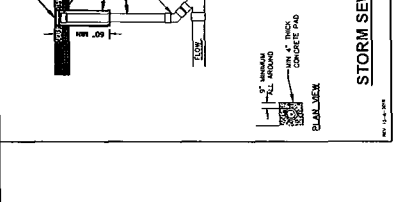
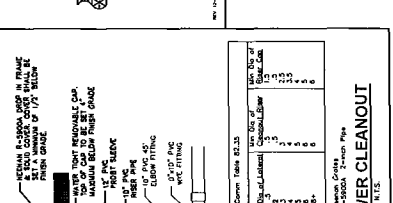
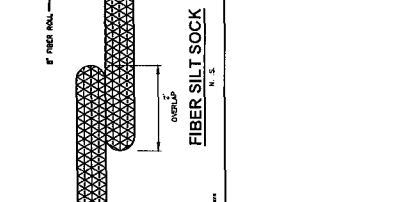
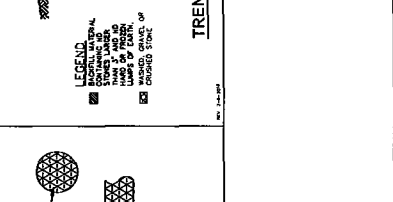
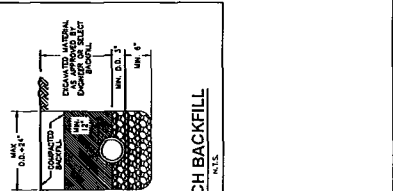
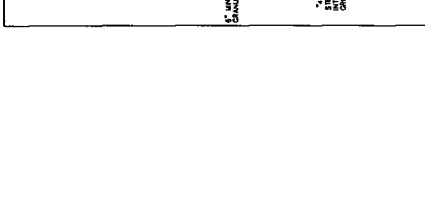
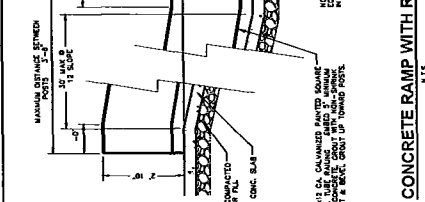
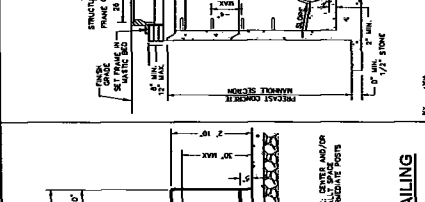
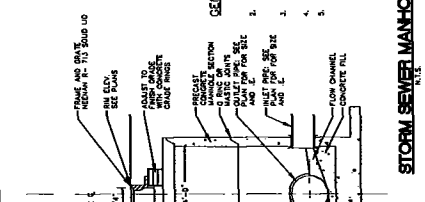
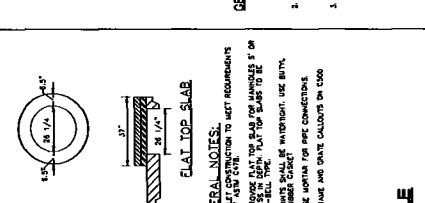
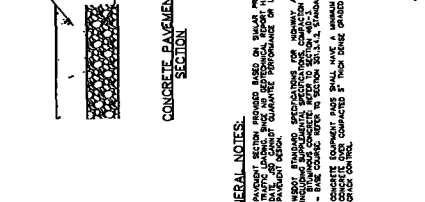
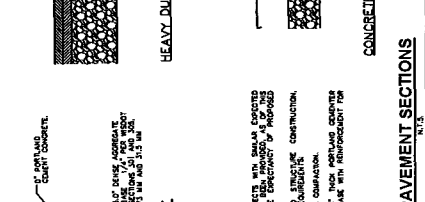
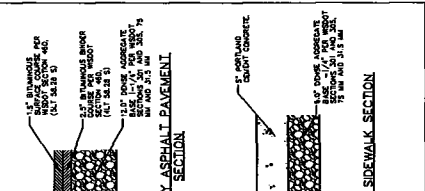
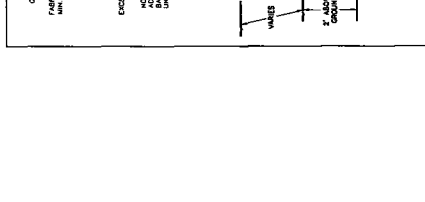
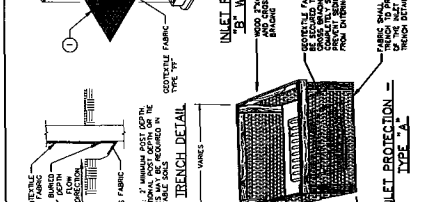
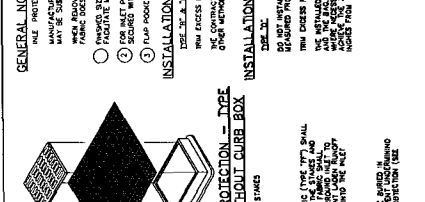
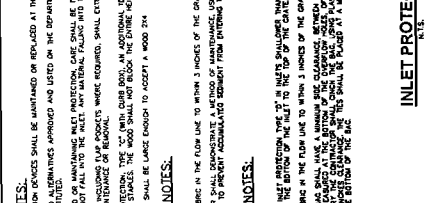
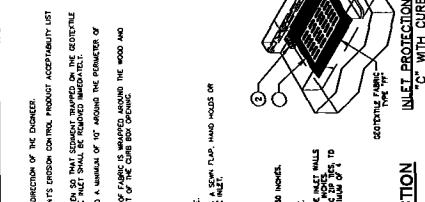
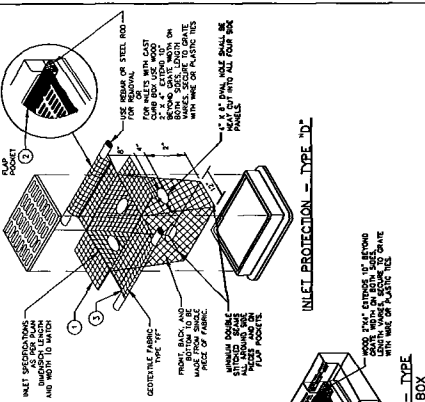
GENERAL NOTE: SEE DETAIL 3 ON THIS SHEET FOR BUILDING ELEVATION MATERIAL LEGEND. EXISTING BUILDING MATERIALS THAT ARE SHOWN SHALL BE MAINTAINED UNLESS OTHERWISE NOTED IN THIS SUBMISSION. THIS DETAIL SPECIFICALLY FOLLOWS THE PREVIOUS ELEVATION SUBMISSIONS BUT ELIMINATES ITEMS NOT USED IN THIS SUBMISSION.

GENERAL NOTE: SEE DETAIL 3 ON THIS SHEET FOR BUILDING ELEVATION MATERIAL LEGEND. EXISTING BUILDING MATERIALS THAT ARE SHOWN SHALL BE MAINTAINED UNLESS OTHERWISE NOTED IN THIS SUBMISSION. THIS DETAIL SPECIFICALLY FOLLOWS THE PREVIOUS ELEVATION SUBMISSIONS BUT ELIMINATES ITEMS NOT USED IN THIS SUBMISSION.

GENERAL NOTE: SEE DETAIL 3 ON THIS SHEET FOR BUILDING ELEVATION MATERIAL LEGEND. EXISTING BUILDING MATERIALS THAT ARE SHOWN SHALL BE MAINTAINED UNLESS OTHERWISE NOTED IN THIS SUBMISSION. THIS DETAIL SPECIFICALLY FOLLOWS THE PREVIOUS ELEVATION SUBMISSIONS BUT ELIMINATES ITEMS NOT USED IN THIS SUBMISSION.

PLAN TYPICALS INDEX

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----





CREATE THE VISION TELL THE STORY

LANDSCAPE ARCHITECTURE

MILWAUKEE REGIONAL OFFICE
1100 W. WISCONSIN STREET
MILWAUKEE, WISCONSIN 53233

MARK CARSTENSEN
DEVELOPMENT & LLC



CLIENT ADDRESS:
6748 S. VALE DRIVE
FRANCLIN, WI 53122

PROJECT:
MILLER FORD

PROJECT LOCATION:
6485 SOUTH 109TH STREET
FRANCLIN, WI 53122

PLANT SYMBOL	PLANT NAME	PLANT SIZE	PLANT QUANTITY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			

PROJECT TITLE:
LANDSCAPE PLAN
SOUTHWEST

SHEET NUMBER:
L1.0

DATE: 02/20/2018

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ALL WORK IN THE AREA SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES PRIOR TO COMMENCING ANY CONSTRUCTION.
4. DRAWINGS FOR REVIEW NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES PRIOR TO COMMENCING ANY CONSTRUCTION.
6. REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL INFORMATION AND SPECIFICATIONS RELATED TO LANDSCAPE MATERIALS, PLANTINGS AND EXECUTION RELATED TO LANDSCAPE PLAN.
7. CONTRACTOR SHALL REVIEW SITE CONDITIONS FOR UNLAWFUL CONSTRUCTION AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES PRIOR TO COMMENCING ANY CONSTRUCTION.
8. DO NOT COMMENCE PLANTING OPERATIONS UNTIL ALL ABOVE SITE PREPARATION, DRAINAGE INSTALLATION (IF APPLICABLE), AND FINISH WORK IS COMPLETE.

LANDSCAPE REQUIREMENT

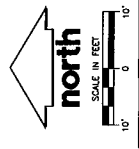
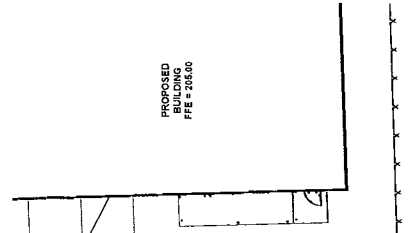
1. SHADY / SHADE TREES
2. DECIDUOUS TREES
3. CONIFEROUS TREES
4. SHRUBS

LEGEND

- PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING OTHER SPACE

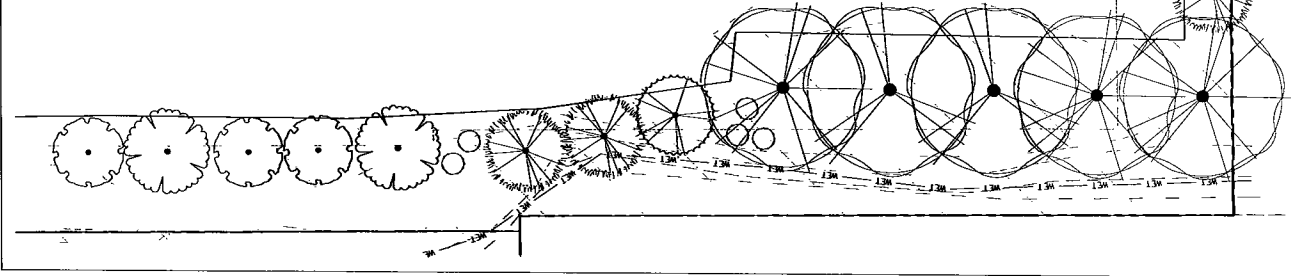
PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL/COMMON NAME	CONT.	SIZE	QTY
DECIDUOUS TREES	BD	Quercus macrocarpa / Bur Oak	B & B	2.5' Cal	2
	RD	Quercus rubra / Red Oak	B & B	2.5' Cal	2
EVERGREEN TREES	WF	Abies concolor / White Fir	B & B	8' Tol	2
	WP	Pinus strobus / White Pine	B & B	8' Tol	2
	AB	Arbutus menziesii / Madrone	B & B	8' Tol	2
ORNAMENTAL TREES	AS	Amelanchier canadensis / Spicebush	B & B	7' Tol (New - Stem)	2
	AC	Amelanchier canadensis / Spicebush	B & B	7' Cal	2
DECIDUOUS SHRUBS	PTD	Cornus alba / Dogwood	B & B	36" Ht.	5
		Cornus alba / Dogwood	B & B	36" Ht.	5



Scale in Feet: 0, 10, 20

Toll Free (800) 242-5511





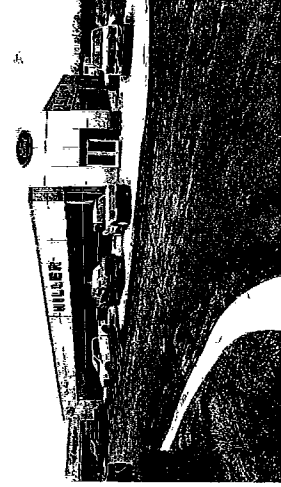
03/24/23 Special Use Application

Existing Building Photographs

Front Elevation / East Elevation
Satellite View



Front Elevation / East Elevation
Street View



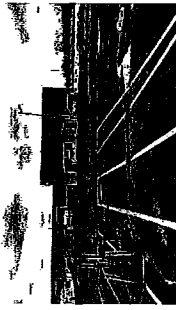
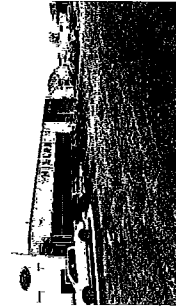
COMMERCIAL ARCHITECTS

Existing Building Photographs

Side Elevation / North Elevation
Satellite View

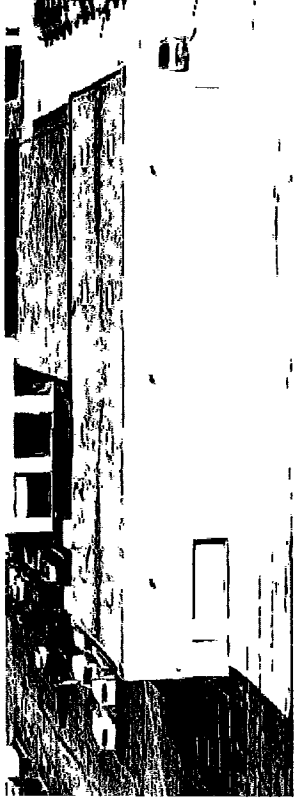


Side Elevation / North Elevation
Street View

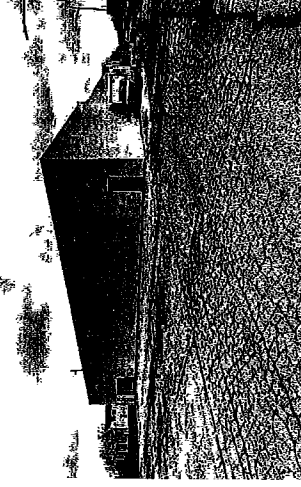


Existing Building Photographs

Rear Elevation / West Elevation
Satellite View



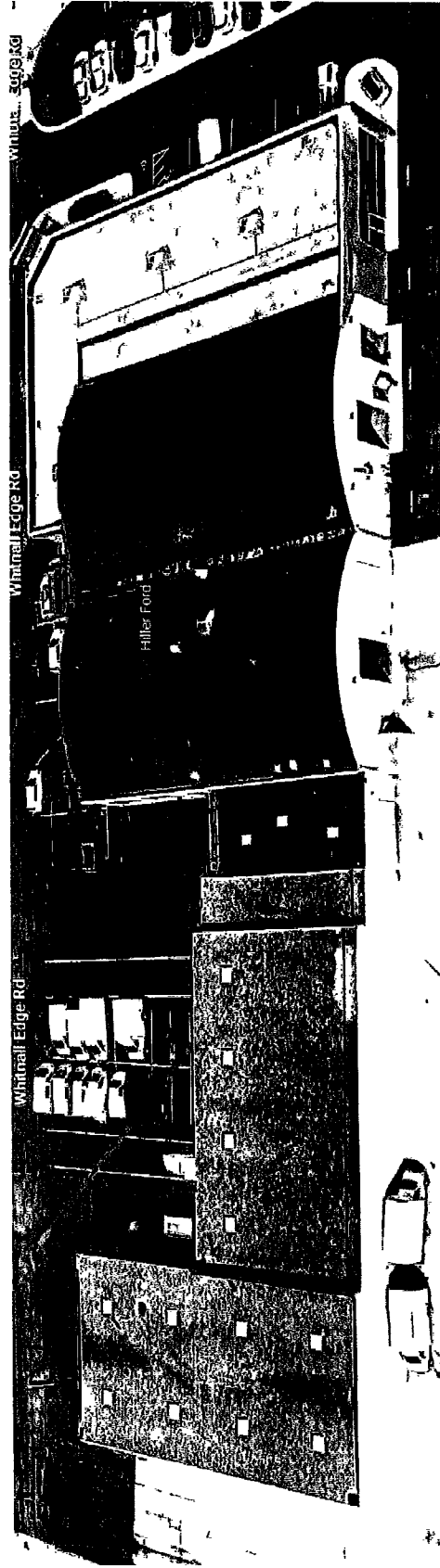
Rear Elevation / West Elevation
Street View



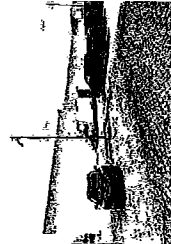
Hiller Ford
Special Use Application
03/24/23
Page 4 of 4

Existing Building Photographs

Side Elevation / South Elevation
Satellite View



Side Elevation / South Elevation
Street View



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to accept the 2024 Division of Public Health Consolidated Grant Contracts.	ITEM NUMBER M.6.

Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants that run from January 1, 2024 through December 31, 2024:

- Childhood Lead Grant: \$1,263
- Immunization Grant: \$7,583
- Maternal Child Health: \$6,861

These grants support 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. In 2024, the focus of the aforementioned grants include: 1. Provide services which support the elimination of childhood lead poisoning, 2. Delivery of Public Health Services to citizens consistent with best practices for immunization services, 3. Collaborate with community partners to improve maternal and child health

Fiscal Note: The grant funds support Franklin Health Department programs and services.

The contract has been sent to the City of Franklin legal counsel for review in December 2023 with no changes recommended.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the Director of Health and Human Services to accept the 2024 Division of Public Health consolidated grant contracts.

Health Department: LG

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-26**

Bureau of Procurement and Contracting (BPC) Review:

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

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

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

Description:

NA

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by

EW 1

Name: Cody Wagner

Title: Office of Legal Counsel

12/20/2023

Date Signed



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Franklin HD
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No 435100-G24-DPHCC24-26
DPH Contract No 62118
Agreement Amount \$15,707
Agreement Term Period: 10/01/2023 to 09/30/2025
GEARS Pre-Packet No 24668

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

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

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

State of Wisconsin
Department of Health Services

Grantee
Entity Name _____

Authorized Representative

Authorized Representative

Name _____

Name Lauren Gottlieb

Title _____

Title Director of Health and Human Services

Signature _____

Signature _____

Date _____

Date. _____

TABLE OF CONTENTS

1. DEFINITIONS..... 3

2. ORDER OF PRECEDENCE 4

3. PARTIES 4

4. PURPOSE AND SCOPE..... 4

 4.1 List of Exhibits 4

5. CONTACT INFORMATION..... 4

6. PAYMENT FOR GRANT AWARD..... 5

7. REPORTING 5

8. FEDERAL AND STATE RULES AND REGULATIONS 5

9. AFFIRMATIVE ACTION..... 6

10. CIVIL RIGHTS COMPLIANCE 6

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION 7

12. HIGH-RISK IT REVIEW 9

13. SUBGRANT or SUBCONTRACT 9

14. GENERAL PROVISIONS 9

15. ACCOUNTING REQUIREMENTS 10

16. CHANGES IN ACCOUNTING PERIOD..... 10

17. PROPERTY MANAGEMENT REQUIREMENTS 10

18. AUDITS 10

19. OTHER ASSURANCES 12

20. RECORDS 13

21. CONTRACT REVISIONS AND/OR TERMINATION 13

22. NONCOMPLIANCE AND REMEDIAL MEASURES 14

23. DISPUTE RESOLUTION 14

24. FINAL REPORT DATE..... 15

25. INDEMNITY 15

26. CONDITIONS OF THE PARTIES’ OBLIGATIONS..... 15

27. GOVERNING LAW 15

28. SEVERABILITY..... 15

29. ASSIGNMENT..... 16

30. ANTI-LOBBYING ACT 16

31. DEBARMENT OR SUSPENSION 16

32. DRUG FREE WORKPLACE..... 16

33. MULTIPLE ORIGINALS 16

34. CAPTIONS 16

35. SPECIAL PROVISIONS, IF APPLICABLE 16

36. NULL AND VOID 17

37. FUNDING CONTROLS 17

38. FEDERAL AWARD INFORMATION 18

39. GEARS PAYMENT INFORMATION 19

1. DEFINITIONS

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

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

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C F R § 200.1.

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

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

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

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

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

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

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

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

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

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

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

2. ORDER OF PRECEDENCE

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

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

3. PARTIES

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

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS)
DHS' principal business address is 1 West Wilson Street, Room 672, Madison, Wisconsin 53703
- B. The Grantee is: Franklin Hd
The Grantee's principal business address is 9229 W LOOMIS RD, FRANKLIN, WI, 531330000

4. PURPOSE AND SCOPE

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

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

4.1 List of Exhibits

- Exhibit I Contract Agreement Addendum – Program Quality Criteria
- Exhibit II Contract Agreement Addendum – Program Objectives
- Exhibit III Boundary Statements for all 2024 DPH Consolidated Contract Funding
- Exhibit IV: 2024 Maternal Child Health Program Parameters

5. CONTACT INFORMATION

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

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

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

6. PAYMENT FOR GRANT AWARD

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

7. REPORTING

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

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement
- B The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose
- C The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed 'Conversion therapy' does not include any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity, any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order
- F If federally funded, pursuant to 2 C F R. §200 322, the requirements of 2 C F R. §200 322 must be included in this award The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link <https://www.govregs.com/regulations/2/200.322>

9. AFFIRMATIVE ACTION

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

As required by Wisconsin's Contract Compliance Law, Wis Stat § 16 765 and Wis Admin Code § Adm 50 04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs

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

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

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

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

10. CIVIL RIGHTS COMPLIANCE

As required by Wis Stat § 16 765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis Stat § 51 01(5), sexual orientation or national origin This provision shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause

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

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

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

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

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

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

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

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

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

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

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether

physically or electronically DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement

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

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

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

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

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

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

This Section shall survive the termination of the Agreement

12. HIGH-RISK IT REVIEW

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

13. SUBGRANT or SUBCONTRACT

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

14. GENERAL PROVISIONS

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

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319
- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis Stat chs 180 and 181 relating to foreign corporations.

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

15. ACCOUNTING REQUIREMENTS

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

16. CHANGES IN ACCOUNTING PERIOD

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

17. PROPERTY MANAGEMENT REQUIREMENTS

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

18. AUDITS

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

and the amount of pass-through dollars received Please reference the following audit documents for complete audit requirements

- 2 Code of Federal Regulations (C F R), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit Section 1.3 of the SSAG lists the required conditions
- DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis Stat § 46.036.

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

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

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

*NOTE: These schedules are only required for certain types of entities or specific financial conditions

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5

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

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

G *Access to Subrecipient Records* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or

review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

- H *Access to Auditor's Work Papers* The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I *Failure to Comply with the Audit Requirements* DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
- 1 The auditee did not have an audit.
 - 2 The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 - 3 The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 - 4 The audit reporting package is not complete, for example, the reporting package is missing the corrective action plan or other required elements.
 - 5 The auditee does not cooperate with DHS or another granting agency's audit resolution efforts, for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J *Sanctions* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
- 1 Requiring modified monitoring and/or reporting provisions,
 - 2 Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 - 3 Disallowing the cost of audits that do not meet these standards,
 - 4 Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee,
 - 5 Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements,
 - 6 Assessing financial sanctions or penalties,
 - 7 Discontinuing contracting with the auditee; and/or
 - 8 Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
- The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.
- DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

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

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

20. RECORDS

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

21. CONTRACT REVISIONS AND/OR TERMINATION

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

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

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

22. NONCOMPLIANCE AND REMEDIAL MEASURES

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

23. DISPUTE RESOLUTION

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

- A *Informal Review* DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:

- 1 A brief statement of the issue
 - 2 The steps that have been taken to resolve the dispute
 3. Any suggested resolution by either party
- B *Division Administrator's Review* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request
- C *Secretary's Review* If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request

24. FINAL REPORT DATE

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

25. INDEMNITY

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

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

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

27. GOVERNING LAW

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

28. SEVERABILITY

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

29. ASSIGNMENT

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

30. ANTI-LOBBYING ACT

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

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at <https://www.gsa.gov/portal/forms/download/116430> A completed disclosure must be provided upon Department request

31. DEBARMENT OR SUSPENSION

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

32. DRUG FREE WORKPLACE

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

33. MULTIPLE ORIGINALS

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

34. CAPTIONS

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

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required

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

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

- Local organizations are required to provide local match in an amount not less than 75% of the requested grant funds Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement
- Local match is funding, resources, contributions, provided by the local agency, to further the objectives of the MCH Program, outside of the MCH grant funds
- Program costs, including match is generally considered eligible if it is budgeted for, complies with Federal regulations, and if it is not charged against any other grant Match may consist of cash match and in-kind

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

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

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

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

36. NULL AND VOID

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

37. FUNDING CONTROLS

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

38. FEDERAL AWARD INFORMATION

DHS Profile Number	159320	155020
FAIN	B0447455	NH23IP922611
Federal Award Date	8/29/2023	7/12/2023
Sub-award period of Performance Start Date	1/1/2024	1/1/2024
Sub-award period of Performance End Date	12/31/2024	12/31/2024
Amount of Federal Funds obligated (committed) by this action	\$6,861	\$7,583
Total Amount of Federal Funds obligated (committed)	\$6,861	\$7,583
Federal Award Project Description	Maternal and Child Health Services	Immunization and Vaccines for Children
Federal Awarding Agency Name (Department)	Department of Health and Human Services	Department of Health and Human Services
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listing Number	93 994	93 268
Assistance Listing Name	Maternal and Child Health Services Block Grant to the States	Immunization Cooperative Agreements
Total made available under each Federal award at the time of disbursement	\$11,026,744	\$6,411,281
R&D?	No	No
Indirect Cost Rate	7.9%	7.9%

39. GEARS PAYMENT INFORMATION

**DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION**

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

GEARS Contract year 2024

Agency #	Agency Name	Agency Type	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract
472787	Franklin HD	60	1/1/2024	12/31/2024	\$15,707

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
157720	CONS CONTRACTS CHHD LD		-	\$1,263	\$1,263	6-month
159320	CONS CONTRACTS MCH		-	\$6,861	\$6,861	N/A
155020	CONS CONTRACTS IMM		-	\$7,583	\$7,583	N/A
					\$15,707	

¹ See "Funding Controls"

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

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

This Exhibit contains only applicable quality criteria for this contract

Contract Agreement Addendum: Exhibit I

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Program: Childhood Lead Consolidated**Program Quality Criteria**

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels
 - A) Grantee must assess local blood lead surveillance data for lead poisoning prevalence and risk factors
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices, and delivery of public health programs for communities for the improvement of health status
 - A) Grantees must provide services that support the elimination of childhood lead poisoning and the early detection and treatment of children with lead poisoning including compliance with
 - (1) WI Statute and Administrative Rules
 - WI Stat 254 (Environmental Health, <http://docs.legis.wi.gov/statutes/statutes/254.pdf>),
 - WI Admin Rule 181 (Reporting of Blood Lead Test Results, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf), and
 - WI Admin Rule 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf) and
 - (2) Practice standards presented in
 - CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021) <https://www.cdc.gov/nceh/lead/data/blood-lead-reference-value.htm>
 - Low Level Lead Exposure Harms Children A Renewed Call for Primary Prevention* (https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf, CDC, January 4, 2012),
 - Wisconsin Childhood Lead Poisoning Prevention and Control Handbook (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Handbook tab, rev 2014), and
 - U S Dept of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition, https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines)
 - B) Grantees must assure the availability and accessibility of blood lead tests for children under age 6, as referenced in the boundary statement
 - C) Grantees must provide a nurse home visit and environmental investigation within two weeks of the referral date for children with an elevated blood lead level A note must be added to the patient and/or address record in the Healthy Homes and Lead Poisoning Surveillance System (HHL PSS) regarding any delay For instructions, use HHL PSS Job Aids 3 13 Patient Notes and 4 2 Entering Property Notes (<https://www.dhs.wisconsin.gov/lead/hhlpps-job-aids.htm>)
 - D) Grantees must not discriminate on the basis of the child or guardian's race, ethnicity, religion, sex, gender identity and expression, sexual orientation, primary language, disability, marital status or national origin in any of its activities related to this grant
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information
 - A) Grantee must have a system for maintaining records to track follow-up of children with blood lead levels greater than or equal to 3 5 µg/dL and all properties associated with elevated blood lead levels, including the findings and outcomes of interventions and environmental investigations
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at

Contract Agreement Addendum: Exhibit I

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

the community level

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

Contract Agreement Addendum: Exhibit I

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

- Work Specification Language for Lead Hazard Reduction (list of work spec options)
 - Work Orders Letter (template)
 - Scope of Work (template)
 - Clearance Report (template)
- C) Grantee must promptly attach the completed forms and documents above to the pertinent patient or address record in HHLPSS For instructions use HHLPSS Job Aids 3 14 Patient Attachments and 4 3 Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>)

Contract Agreement Addendum: Exhibit I

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Program: Immunization**Program Quality Criteria**

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

Contract Agreement Addendum: Exhibit I

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

effective manner across programs and throughout the community

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

Contract Agreement Addendum: Exhibit I

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

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

Contract Agreement Addendum: Exhibit II

Program Objectives

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

(B) Objective Details

Contract Agreement Addendum: Exhibit II(A)

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Contract Source of Funds		
Source	Program	Amount
Franklin	Childhood Lead - Consolidated	\$1,263
Franklin	Immunization - Consolidated IAP	\$7,583
Franklin	Maternal Child Health - Consolidated	\$6,861
Contract Amount		\$15,707

Contract Match Requirements	
Program	Amount
Childhood Lead - Con	\$0
Immunization	\$0
MCH	\$5,146

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

Contract Agreement Addendum: Exhibit II(A)

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Childhood Lead - Con

Program Total Value \$1,263

1 Objective 2 Comprehensive Follow-up for Low Level Lead Exposure \$1,263

Throughout the 2024 contract period, residents from the jurisdiction of the City of Franklin Health Department will receive comprehensive follow-up services, including

- A nurse home visit at a confirmed blood lead level greater than or equal to 5 0 micrograms per deciliter, and
- An environmental lead hazard investigation at a confirmed blood lead level greater than or equal to 10 micrograms per deciliter

Immunization

Program Total Value \$7,583

1 Objective 1 By December 31, 2024, 84% children residing in City of Franklin Health Department jurisdiction \$7,583

who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday

MCH

Program Total Value \$6,861

1 Objective 7 Social Connections \$6,861

By December 31, 2024, the City of Franklin Health Department, in collaboration with community partners, will implement and evaluate strategy 2 to improve social connections in our community

Total of Contract Objective Values \$0

Total of Contract Statement Of Work Values \$15,707

Contract Agreement Addendum: Exhibit II(B)

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$1,263

Objective: Primary Details

Objective Statement

Objective 2 Comprehensive Follow-up for Low Level Lead Exposure

Throughout the 2024 contract period, residents from the jurisdiction of the City of Franklin Health Department will receive comprehensive follow-up services, including

- A nurse home visit at a confirmed blood lead level greater than or equal to 5 0 micrograms per deciliter, and
- An environmental lead hazard investigation at a confirmed blood lead level greater than or equal to 10 micrograms per deciliter

Deliverable Due Date: 01/31/2025

Contract Deliverable (Evidence)

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

- 1 The number of children with a confirmed blood lead level greater than or equal to 5 0 micrograms per deciliter and the number who received a nurse home visit to provide information on lead poisoning prevention, and
- 2 The number of children with a confirmed blood lead level greater than or equal to 10 micrograms per deciliter and the number of environmental lead hazard investigations conducted on their primary residence and all secondary properties, including accompanying risk assessment reports, work orders and property clearance

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

This report should be faxed to the Childhood Lead Poisoning Prevention Program (confidential fax line 608-267-0402) or emailed to DHSLeadPoisoningPrevention@wi.gov by February 1, 2025

Programs Providing Funds for this Objective

Childhood Lead Consolidated \$1,263

Agency Funds for this Objective:

Data Source for Measurement

An agency-generated report

Baseline for Measurement

Confirmatory venous blood draw with a reading of 5 0 micrograms per deciliter or higher

In 2019 Franklin had 3 children with confirmed venous test blood lead level greater than or equal to 5mcg/dL

In 2020 Franklin had 0 children with confirmed venous test blood lead level greater than or equal to 5mcg/dL

In 2021 Franklin had 1 child with confirmed venous test blood lead level greater than or equal to 5mcg/dL

In 2022 Franklin had 2 children with confirmed venous test blood lead level greater than or equal to 5mcg/dL

Context

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

Context Continued

Input Activities

1 NURSING For this objective, a home visit must be conducted for all children with one or more confirmed blood lead levels greater than or equal to 5 0 micrograms per deciliter After the initial home visit, the Nursing Case Management Report must be completed The Nursing Case Closure Report must be completed when the case is closed Links to report forms can be found at <https://www.dhs.wisconsin.gov/lead/ph-intervention.htm> under the Forms and Templates tab

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

Contract Agreement Addendum: Exhibit II(B)

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$1,263

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

The completed environmental forms and documents above must be promptly attached to the pertinent address records in HHLPSS See HHLPSS Job Aid 4.3 Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>) A note must be added to the address record in HHLPSS regarding any delay See HHLPSS Job Aid 4.2 Entering property Notes

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

Local health departments must seek third party reimbursement for nurse home visits and environmental lead hazard investigations and clearances for Medicaid-enrolled children by billing Medicaid for these services

For more information visit <https://www.dhs.wisconsin.gov/lead/medicaid-reimbursement.htm>

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

Corresponding Percentage Recoupment

--	--	--	--	--	--	--	--	--	--	--	--	--

Corresponding Potential Recoupment Amounts

--	--	--	--	--	--	--	--	--	--	--	--	--

Definition of Percent Accomplished

--

Conditions of Eligibility for an Incentive

--

Contract Agreement Addendum: Exhibit II(B)

Contract #: 62118
Program: Immunization

Agency: Franklin Health Department
Objective #: 1 of 1

Contract Year: 2024
Objective Value: \$7,583

Objective: Primary Details

Objective Statement

Objective 1 By December 31, 2024, 84% children residing in City of Franklin Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday

Deliverable Due Date: 01/31/2025

Contract Deliverable (Evidence)

1 A Wisconsin Immunization Registry (WIR)-generated population-based standard benchmark report, documenting the number of children in City of Franklin Health Department jurisdiction who turned 24 months of age in 2024 contract year. The end-of-year report should be run with a 30-day buffer to ensure that all updated data have been received by the WIR. With the end-of-year report, include a summary of the accountability targets and the progress achieved, including the activities and interventions conducted. Include any barriers that may have been identified. A template to be used has been provided by the program.

Criteria for the Mid-Year Report

Birthdate Range 01/01/2022- 06/30/2022
Evaluation date 07/01/2024
Run date 07/01/2024

Criteria for the 2024 End-of-Year Report

Birthdate Range 01/01/2022- 12/31/2022
Evaluation date 01/01/2025
Run date 02/01/2025

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

Programs Providing Funds for this Objective

Immunization \$7,583

Agency Funds for this Objective:

Data Source for Measurement

Wisconsin Immunization Registry Records

Baseline for Measurement

The 2022 end-of-year population-based standard benchmark report will be used to determine the baseline for the 2024 population-based objective.

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

Birthdate Range 01/01/2020 - 12/31/2020
Evaluation Date 01/01/2023
Run Date After 01/01/2023

Context

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

Guidelines for determining increase needed for progress towards 2024 goals, using the 2022 end-of-year coverage rate as the baseline (see Section E)

Required Increase

Greater or equal to 59% - 5% Above Baseline
60-69% - 4% Above Baseline
70-79% - 3% Above Baseline

Contract Agreement Addendum: Exhibit II(B)

Contract #: 62118	Agency: Franklin Health Department	Contract Year: 2024
Program: Immunization	Objective #: 1 of 1	Objective Value: \$7,583
80-85% - 2% Above Baseline 86-89% - 1% Above Baseline Greater or equal to 90 - Maintain		

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

Context Continued

Input Activities

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

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

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

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

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

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

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

Activities that are not allowed

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

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

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

Corresponding Percentage Recoupment

Contract Agreement Addendum: Exhibit II(B)

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Program: Immunization

Objective #: 1 of 1

Objective Value: \$7,583

--	--	--	--	--	--	--	--	--	--	--	--	--

Corresponding Potential Recoupment Amounts

--	--	--	--	--	--	--	--	--	--	--	--	--

Definition of Percent Accomplished

--

Conditions of Eligibility for an Incentive

--

Contract Agreement Addendum: Exhibit II(B)

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$6,861

Objective: Primary Details

Objective Statement

Objective 7 Social Connections

By December 31, 2024, the City of Franklin Health Department, in collaboration with community partners, will implement and evaluate strategy 2 to improve social connections in our community

Deliverable Due Date: 01/31/2025

Contract Deliverable (Evidence)

Data is submitted quarterly in Alchemer to document activity progress, successes, barriers, outcomes, Learning Community Call attendance, and other technical assistance sessions

Programs Providing Funds for this Objective

Maternal and Child Health Block Grant \$6,861

Agency Funds for this Objective:

Data Source for Measurement

Quarterly Alchemer reports and learning community attendee list

Baseline for Measurement

Baseline information as identified in the 2024 MCH Objectives Supplement

Context

This work will address the

- Title V State Performance Measure for Social Connections Percent of Wisconsin adults who report that they "usually" or "always" get the social and emotional support that they need
- Title V State Performance Measure for Representative Participation Percent of performance measures with family, youth, and community engagement embedded into programs and policies

Context Continued

Anticipated Budget
Personnel 4000
Fringe
Travel
Equipment
Supplies 2861
Contractual
Other

A detailed budget outlining your expenses should be completed using an excel template your contract monitor will send to you and submitted to your contract monitor no later than 90 days from the date your contract is finalized Your contract monitor will send an email confirming they have received it Any budget category changes should be communicated with your contract monitor If you plan to make any major changes to your budget, you must inform your contract monitor

Input Activities

1 Implement and evaluate the selected strategy as outlined below with activity details that your agency identified in the 2024 Maternal Child Health (MCH) Objectives Supplement

Strategy 1 Assess need for improvement with social connections within community

Core Activities

- Assess need for improvement for social connections within community may be related to
 - Environment
 - Safe, Stable Housing
 - Community Connections
 - Social Support
 - Social Isolation
 - Schools & Childcare
 - Community Development
 - Neighborhood Safety

Contract Agreement Addendum: Exhibit II(B)

Contract #: 62118

Agency: Franklin Health Department

Contract Year: 2024

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$6,861

- Use the results from needs assessment (community health assessment or community health improvement plan can be used) to develop an action plan
- Conduct outreach, recruit, and support sustained partnerships

Strategy 2 Implementation of action plan and practice change
 Core Activities

- Implement action plan and practice change.
- Conduct outreach, recruit, and support sustained partnerships

2 Enhance community engagement to inform, develop, and implement social connections and activities

3 Collaborate with community partners to promote social connections throughout the community

4 Participate in all Learning Community Calls to support progress on the Title V State Performance Measure related to Social Connections

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

Corresponding Percentage Recoupment

--	--	--	--	--	--	--	--	--	--	--	--	--

Corresponding Potential Recoupment Amounts

--	--	--	--	--	--	--	--	--	--	--	--	--

Definition of Percent Accomplished

--

Conditions of Eligibility for an Incentive

--

Boundary Statements for 2024 DPH Consolidated Contract Funding

Note: This attachment includes Boundary Statements for funding associated with the DPH 2024 Consolidated Contract. Individual agencies may not receive all funding.

2024 Program Boundary Statement Wisconsin Immunization Program

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

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

Program Boundary Statement

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

Long-term Program Goals

The Wisconsin Immunization Program has reviewed and analyzed Healthiest Wisconsin 2020 and CDC's Healthy People 2020, the plans available at the time of review, to ensure that its program goals are aligned. The Program will continue to evaluate progress towards the 2020 goals on an annual basis.

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

Currently, Wisconsin's rate for the 4 3 1 3 3 1 4 series for children aged 19-35 months is 69.2% (NIS 2017 data). Through performance-based contracts, we can execute population-based immunization

activities to achieve local, state and federal immunization goals aimed at having 80% percent of Wisconsin children aged 19-35 months who received all universally recommended vaccines (4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4 3 1 3 3 1 4]) The 2019 Wisconsin Immunization Registry (WIR) statewide coverage rate for children 24 months of age is 72.13% for 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4 3:1 3 3 1 4]

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

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

Annual Wisconsin Immunization Program Goals

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

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

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

Target Populations

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

References

Federal Regulations/Guidelines

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

CDC Current ACIP Recommendations

CDC Vaccines for Children (VFC) Program Operations Guide

CDC "Pink Book"

CDC Healthy People 2020

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

State of Wisconsin Statutes/Guidelines:

WI Statute 252

WI Administrative Rule DHS 144

WI Administrative Rule DHS 145

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

Wisconsin Immunization Program Policies Immunization Policy and Procedure Manual, 2010

Wisconsin Immunization Registry (WIR) User Manual

Core Competencies for Public Health Professionals

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

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

Optimal or Best Practice Guidance

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

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

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

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

Unacceptable Proposals

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

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

Relationship to State Health Plan: Healthiest Wisconsin 2020

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

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

Communicable Diseases

Immunize

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

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

Objective 1

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

Objective 2

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

Addendum

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

Community/System Activities

Registry

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

Work with private medical doctors to utilize registries.

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

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

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

Media

Expand immunization media coverage to include "expert" guest columns.

Share stories on the benefits of immunization.

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

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

Community Outreach

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

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

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

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

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

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

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

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

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

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

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

Provider Outreach

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

Plan an immunization workshop for immunization providers

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

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

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

School Outreach

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

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

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

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

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

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

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

Coalitions

Share immunization assessment data with local private providers and local coalitions

Actively seek new community coalition members (non-traditional)

Create, join, or support an immunization coalition

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

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

Individual/Family Activities Check immunization records at lead screening sites.

PNCC clients – have an immunization education module and follow birth with appointment for the 1 1 1 1 vaccination series

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

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

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

Promote the public access component of WIR

Partner with WIC to promote immunizations

Assess and provide any needed immunizations at WIC appointments

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

Provide accurate information to parents regarding vaccine safety

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

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

Keep message short

Use active voice

Frame ideas in the here and now

Avoid jargon and **define unfamiliar terms**

Write as you would speak

Wisconsin Childhood Lead Poisoning Prevention Program Program Boundary Statement

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

Program Boundary Statement:

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

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

Long-term Program Goal:

To eliminate childhood lead poisoning in Wisconsin.

Annual Program Goals:

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

High Risk Populations:

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

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

Acceptable Program Objectives:

- Objectives that involve increasing blood lead testing for children under 6 years of age..
 - Local health departments must seek Medicaid reimbursement for blood lead testing of Medicaid-enrolled children. This may require establishing contracts with the managed care organizations within their community.

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

Unacceptable Program Objectives:

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

State of Wisconsin Statute and Administrative Rules:

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

Program Policies and Guidance Documents:

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

Relationship to the Wisconsin Health Improvement Plan and its Priorities

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

- **Alcohol and Opioid Abuse.** Many studies have found strong associations between higher blood lead levels and aggressive behavior, impulsivity, hyperactivity, and attention impairment. Children exposed to even moderate amounts of lead are more likely to exhibit behavior problems in childhood, to engage in risky behavior, such as alcohol or drug abuse, in the teenage years, or engage in violent or criminal behavior in young adulthood.
- **Tobacco.** Tobacco smoke continues to be a substantial source of exposure to lead in the U.S. population in general. There is a linear relationship between smoke exposure and blood lead levels (BLLs) in youth and adults. Youths with secondhand smoke exposure have BLLs suggestive of the potential for adverse cognitive outcomes.
- **Nutrition and Physical Activity.**
 - A) **Nutrition** Children with an adequate amount of calcium, iron, and zinc in their diets absorb less lead than children with dietary deficiencies. In addition, a compromised nutritional state makes one more susceptible to the damaging effects that result from increased absorption of ingested lead. Adults who have calcium deficiency and simultaneously experience other conditions that would normally mobilize calcium from the bones may mobilize lead that has been stored in bone tissue into the blood. For example, a pregnant woman who has a low dietary calcium intake may release stored lead from her bones into her blood, where it becomes available to the fetus.
 - B) **Physical activity:** Lead exposure in childhood has been shown to adversely affect the child's ability to maintain upright balance and other neuromotor performance capabilities, such as bilateral coordination, upper-limb speed and dexterity, and fine motor coordination. Teens and adults who were lead-poisoned as young children are more likely to experience poor upright balance, coordination, and motor skills, and increasing long-term injury risk.
- **Suicide.** Researchers have found that men and women in their 20s and 30s with the highest levels of lead in their blood were more than twice as likely to suffer from major depression as their peers with the lowest blood lead levels, while their risk of panic disorder was nearly five times greater. Research has also shown that teens that were lead-poisoned as young children are more likely to develop depression and panic attacks.
- **ACEs.** It has been documented that many of the same youth who are at risk of lead exposure are also at an increased risk for experiencing Adverse Childhood Experiences (ACEs), which have similar consequences. The neurological consequences of both lead exposure and ACEs contribute not only to medical disability but also to behavioral challenges, affecting youths' interaction with the education system, employment opportunities, and other parts of their community during their development.

References:

Federal Regulations and Guidelines:

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

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

2024 Program Boundary Statement Radon Program

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

Program Outline:

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

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

Local health agencies other than RICs will not be funded in 2024.

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

Target Populations:

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

Every home with ground contact should be tested, because

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

References:

Federal Guidelines and state statute

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

Program Policies

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

Unacceptable Proposals:

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

Relationship to Division of Public Health Strategic Plan

Practice: Expand the Understanding of What Creates Health

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

Strategy: Housing is a social determinant of health. Engaging communities across the state in understanding that the conditions in which people live have a wide range of health outcomes. Testing and mitigating for radon can lower lung cancer risks for both smokers and non-smokers.

Methodology

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

2024 Maternal Child Health Program Parameters

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

Target Populations

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

State MCH Priorities and Performance Measures

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

MCH program priority needs

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

National and state performance measures by population domain

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

Maternal Child Health (MCH) Program Parameters: Required Activities

Local health departments (LHD) and Tribal agencies receive Title V MCH funds for strategies supporting select Title V National and State Performance Measures. The objectives and strategies outlined for agencies help measure and accomplish the Title V MCH program's overall goals related to adolescent well-being, breastfeeding, child development, high quality perinatal care, physical activity and nutrition, health equity, representative participation, and social connections. LHDs and Tribal agencies can use local community health assessments, surveillance data, and other data sources to assist with strategy selection, systematic program planning, and policy development to implement and evaluate each selected strategy.

See the "2024 MCH Template Objective" document with specific strategies for each area of focus. *A copy of the "2024 MCH Template Objectives" can be found on the Division of Public Health Grants and Contracting (GAC) System page under "2024 Program Information" in the "Maternal and Child Health" tab.*

Required activities across all objectives include

- 1 Implement and evaluate the selected objective(s) with activity details your agency identified in the 2024 MCH Objectives Supplement
- 2 Collaborate with community partners to promote selected objective(s) throughout the community
- 3 Participate in quarterly Learning Community Calls to support progress on the selected objective(s)
- 4 Participate in training and technical assistance opportunities to support strategies for implementing health equity and community engagement within selected objective(s)
- 5 Well Badger Resource Center
 - a Confirm agency is listed and agency information is updated in the Well Badger Resource Center searchable directory found at www.wellbadger.org
 - b Promote the Well Badger Resource Center using their tools for professionals and partners through the following strategies
 - i Print and/or order Well Badger Resource Center materials, such as flyers and posters, and display in areas where clients are served
 - ii Include the Well Badger Resource Center phone number and email on agency's voicemail for clients calling outside normal business hours
 - 1 Call 1-800-642-7837 or Text 608-360-9328
 - 2 Email help@wellbadger.org
 - iii Incorporate the Well Badger Resource Center social media posts and/or newsletter messages into agency's communication methods
- 6 Submit data quarterly in Alchemer to document activity progress, successes, barriers, outcomes, Learning Community Call attendance, and other technical assistance sessions
- 7 Utilize data and prevention recommendations from the local Fetal Infant Mortality Review (FIMR) and Child Death Review (CDR) teams to inform and align the work of selected MCH objective(s). *This item does not apply to agencies that do not have a local FIMR or CDR team.*
- 8 Request technical assistance as needed from the agency's assigned MCH contract monitor
- 9 All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: *"Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U S Department of Health and Human Services"*
- 10 Work with your MCH contract monitor to develop and submit a budget to the Title V MCH program. Discuss any changes to your approved budget with your contract monitor. Changes across budget categories that exceed 10% will need to be approved by your contract monitor.
- 11 **Expenditure Report and FEDERAL MCH MATCH** Report expenses monthly with **75%** local match in GEARS using the Grants Enrollment form. Form can be found here. **Use profile ID #159320 for**

MCH expenses and profile ID #193002 for MCH match expenses and copy your MCH contract monitor on all expense report submissions. Grantees receiving federal funds must provide 75% match (\$0.75 local contribution for every \$1.00 federal) for all Title V MCH Block grant funds. Agencies that do not meet their MCH match requirements may be subject to repayment of grant funds (Tribal Agencies are not required to report match)

DEPARTMENT OF HEALTH SERVICES		GRANTS ENROLLMENT APPLICATION & REPORTING SYSTEM (GEARS)				STATE OF WISCONSIN
		EXPENDITURE REPORT				
INSTRUCTIONS						
whole dollar amounts						
Profile Number (In numerical order high to low)	Profile Short Name	How many Additional Expenses and	Additional Corrections	If Additional Exp or Corrections comment as appropriate	Contract to Date Expenses	Line over

Professional and Workforce Development Information and Resources

Trauma Informed Care

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

Quality Improvement Concepts and Terminology

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

Family Engagement and Leadership

- Core Competencies of Family Leaders A Guide for Families and Organizations
<http://mofamilytofamily.org/wp-content/uploads/CORE%20COMPETENCIES%20for%20family%20leaders.pdf>
- Patient and Family Engagement A Framework For Understanding The Elements And Developing Interventions And Policies <https://www.healthaffairs.org/doi/10.1377/hlthaff.2012.1133>
- AUCD Family Competencies
https://www.aucd.org/template/news.cfm?news_id=114&parent=119&parent_title=Family&url=/template/page.cfm?id%3D119
- DHS Civil Rights Compliance
<https://www.dhs.wisconsin.gov/civil-rights/index.htm>
- National MCH Workforce Development Center <https://mchwdc.unc.edu/wp-content/uploads/2022/10/Successful-Engagement-with-People-who-have-Lived-Experience-October-2022.pdf>

Health Equity

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

Cultural Competence

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

Life Course Theory and Application

- AUCD Life Course Perspective <http://www.aucd.org/template/page.cfm?id=768>

Population Health

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

(Signature of Official Authorized to Sign Application)

Lauren Gottlieb

(Print Name)

(Date)

Director of Health and Human Services

(Title)

(Agency / Contractor Name)

(Title of Program)

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

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

Certificate Of Completion

Envelope Id 1C8C278F3CE04FEF9EE194E656A08017
Subject MP Franklin HD 2024 DPH Consolidated Contract - 435100 G24-DPHCC24-26
Source Envelope
Document Pages 57 Signatures 1
Certificate Pages 5 Initials 0
AutoNav Enabled
Envelope Stamping Enabled
Time Zone (UTC-06 00) Central Time (US & Canada)

Status Sent

Envelope Originator
Yvette Smith
1 West Wilson St
Madison WI 53703
yvette.smith@dhs.wisconsin.gov
IP Address 165.189.255.23

Record Tracking

Status Original
12/20/2023 10:42:30 AM
Security Appliance Status Connected
Storage Appliance Status Connected

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

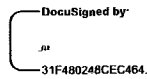
Location DocuSign

Location DocuSign

Signer Events

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

Signature



Signature Adoption Uploaded Signature Image
Using IP Address 107.208.176.202

Timestamp

Sent 12/20/2023 10:44:58 AM
Viewed 12/20/2023 2:00:43 PM
Signed 12/20/2023 2:10:36 PM

Electronic Record and Signature Disclosure.
Not Offered via DocuSign

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

Sent 12/20/2023 2:10:39 PM
Viewed 12/20/2023 2:20:32 PM

Electronic Record and Signature Disclosure
Accepted 12/20/2023 2:20:32 PM
ID 5dccb4f5-433b-47fb-ae67-3759b0cb2c81

Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level Email Account Authentication (None)

Electronic Record and Signature Disclosure
Accepted 12/19/2023 3:27:24 PM
ID 4ebe457e-468e-4b62-8ec1-2df98ac6c1a6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events

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

Electronic Record and Signature Disclosure
Not Offered via DocuSign

Status

COPIED

Timestamp

Sent 12/20/2023 10:44:58 AM

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

Electronic Record and Signature Disclosure
Not Offered via DocuSign

COPIED

Sent 12/20/2023 10:44:59 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/20/2023 10:44:59 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/2024
Reports and Recommendations	A motion to approve the Director of Health and Human Services to sign the Medical College of Wisconsin affiliation agreement to host a volunteer student intern in 2024.	ITEM NUMBER H.7.

Background: The City of Franklin Health Department finds value in educational partnerships for student internship and volunteer experiences benefiting both students and the city directly. This education affiliation agreement outlines the Franklin Health Department to serve as the host site for an 80 hour Medical College of Wisconsin student internship experience. The internship will take place in January of 2024 through May of 2024.

The student workplan focuses on and will lend enhancement to Franklin Health Department priorities as identified in the Franklin Community Health Improvement Plan.

Fiscal Note: The student internship will consist of 80 volunteer hours by a Medical College of Wisconsin student enrolled in the Master of Public Health program.

The affiliation agreement has been sent to the City of Franklin legal counsel for review with no changes recommended.

COUNCIL ACTION REQUESTED

A motion to approve the Director of Health and Human Services to sign the Medical College of Wisconsin affiliation agreement to host a volunteer student intern in 2024.

Health Department: LG

**MASTER EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
CITY OF FRANKLIN HEALTH DEPARTMENT
AND
THE MEDICAL COLLEGE OF WISCONSIN, INC.**

This Agreement is made as of the 15th day of January, 2024, by and between the City of Franklin Health Department, (“Site”) and The Medical College of Wisconsin, Inc. (“MCW”). The purpose of this Agreement is to provide learning and practical experiences for the students of MCW as listed in the attached Program Memoranda and to establish and operate Education Programs at Site.

GENERAL

1. Program Memorandum. Each educational program of MCW which places students at Site (each, a “Program”) is subject to this Agreement and is identified in a Program Memorandum accompanying this Agreement. If more than one educational program of MCW is or becomes subject to this Agreement, there will be a separate Program Memorandum for each such program, signed by the parties, and each such program will be considered the “Program” for purposes of this Agreement. The Program Memorandum:

- (a) Indicates the representatives of MCW and Site responsible for maintaining liaison between the parties for purposes of the Program (hereafter, the “MCW Designee” and the “Site Designee,” respectively);
- (b) Indicates the number of students from MCW who will be permitted to participate in the Program at Site during any one rotation;
- (c) Provides such other information as may be required under this Agreement or as may be appropriate for the operation of the Program at Site; and
- (d) Refers to this Agreement.

In the event of any discrepancy between the Program Memorandum and this Agreement, the provisions of this Agreement shall prevail.

2. Term and Termination. This Agreement is for a term of one year beginning on the date first written above, and it shall be automatically renewed for subsequent one-year terms unless terminated by either party upon six months prior written notice to the other party, provided that either party may terminate any individual Program under the same terms without terminating all the Programs. Notwithstanding any such termination, any student already enrolled and participating in the Program which is being terminated shall have the right to complete in full the placement at Site unless cancellation of placement occurs pursuant to the terms herein.

3. Number of Students; Placement Dates. The number of students eligible to participate in the Program and the specific dates for the placement of each student in the Program will be mutually determined by agreement of the parties in writing in the Program Memorandum.

4. Student Prerequisites. MCW will assign to Site only those students who have satisfactorily completed the prerequisite didactic portion of MCW’s applicable educational program.

5. Cancellation of Individual Placement. Site may cancel, by notice in writing to the MCW Designee for the applicable Program and to the MCW registrar, the placement of any student

whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within Site or non-Site-owned premises in which Site's faculty conduct their practice, or whose health status is a detriment to the student's successful completion of the placement or the safety of others. Site will provide the student, the MCW registrar, and the MCW Designee for the Program with a written justification for the proposed cancellation of a placement. Except in emergencies, Site shall consult with the MCW registrar and the MCW Designee for the Program prior to any such cancellation.

6. Compliance with Applicable Laws, Regulations and Ordinances; Non-Discrimination. The parties agree to comply with all applicable federal, state, and local laws, regulations and ordinances. Both parties specifically agree not to discriminate unlawfully against any individual on the basis of race, creed, national origin, color, sex, religion, age, marital status, veteran status, or disability.

7. No Third-Party Beneficiaries. This Agreement is not a third-party beneficiary contract and confers no rights upon students or employees of the parties.

8. Status of Students. Students are not employees of MCW or Site and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party.

9. Site Requirements for Students. The Site Designee for each Program shall forward a list of requirements, including immunizations, titers, special training, and any other requirements, as well as any applicable deadlines, to the MCW Designee for that Program. The MCW Designee for each Program shall inform the students of Site's requirements and instruct the students to send information indicating completion dates of those requirements to Site. Each student will be responsible for providing accurate and timely documentation of the completion of all requirements to Site. The failure to provide accurate and timely documentation of fulfillment of all requirements shall be sufficient justification under Section 5 above for Site to cancel or postpone, at its option, the placement of such student.

10. Insurance. In order to insure against potential liability arising out of the activities performed under, or in any manner related to, this Agreement, MCW and Site each agree to obtain and maintain, in force and effect, comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Both MCW and Site agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days prior written notice to the other party.

11. Indemnification. MCW shall be responsible for the negligent acts or omissions of its officers, and employees acting within the scope of their employment and for the negligent acts or omissions of its students acting within the scope of their responsibilities in their educational program. Site shall be responsible for the negligent acts or omissions of its officers, employees, and agents acting within the scope of their employment or agency, respectively. Neither of the parties agree to indemnify the other party for any such act or omission, provided, however, that this Agreement shall not constitute a waiver by either party of any rights to indemnification, contribution or subrogation which such party may have by operation of law.

12. Amendment. This Agreement may be revised or modified only by written amendment signed by authorized representatives of both parties.

13. Superseding Agreement. This Agreement, including the Program Memoranda, supersedes all prior agreements between the parties hereto relating to Education Programs at Site for MCW students.

RESPONSIBILITIES OF MCW

14. MCW Designee. The MCW Designee for each Program shall be a MCW faculty member who shall coordinate with the Site Designee the program for each student assigned to Site.

15. Notification to Students. MCW Designee for each Program shall notify each student that he or she is responsible for:

(a) Reporting to Site on time and following the administrative policies, standards, and practices of Site and any other institution in which the placement is conducted;

(b) Providing his or her own transportation and living arrangements;

(c) Maintaining his or her own health records and providing his or her own health insurance coverage and documentation as required by Site;

(d) Conforming to the standards and practices established by MCW while training in Site;

(e) Maintaining confidentiality of information relating to Site's patients or clients.

16. Disciplinary Action. MCW shall handle all student disciplinary problems, considering recommendations of personnel of Site.

RESPONSIBILITIES OF SITE

17. Provision of Planned, Supervised Program. Site shall provide a planned, supervised program of practical experience as specified in the most recent outline of its Education Program supplied in writing to MCW Designee.

18. Student Records. Site shall maintain complete records and reports on each student's performance, providing evaluations and grades to MCW Designee on forms provided by MCW within thirty (30) days of completion of said student educational experience at Site.

19. Responsibility for Patients. If Student provides clinical care or is involved in clinical care under this Agreement, Site shall retain ultimate responsibility for the care of its patients.

20. Inspection of Premises and Records. Site shall, on reasonable notice, permit inspection of its facilities and records of MCW's students by appropriate MCW or accreditation agency representatives charged with the responsibility for approval of the site or accreditation of MCW's curriculum.

21. Designation of Responsible Site Personnel. Site shall designate in writing to MCW Designee in each Program the name of the person responsible for Site's Education Program in that Program and shall also submit to MCW Designee the curriculum vitae of Site's professional staff participating in the Education Program. Site agrees to notify MCW Designee of any change or proposed change in its designation of the person responsible for the Training Program in each Program.

22. Student Compliance. Site shall require the students' compliance with their responsibilities as set forth in Sections 15((a)) through ((e)) above. MCW agrees to assist Site in obtaining students' compliance upon request.

23. No Student Support. MCW acknowledges that Site has no obligation to provide any portion of the room and board, and/or stipend during the term of any student's placement.

24. Orientation. Site shall, at the commencement of a student's placement, provide the student a thorough orientation as to Site's administrative policies, standards, and practices relevant to the placement.

25. Student Absences. Except in emergencies, Site shall not grant leaves of absence from regular duties to students during their placements without prior approval from MCW Designee. In the event that a student with a placement in one of Site's Education Programs accumulates absence due to illness in excess of three days during the placement, Site shall promptly arrange for the student to make up the lost time or shall inform MCW Designee of its inability to make such arrangements.

26. Supplies and Support. Site shall make available to students for educational purposes use of such supplies and equipment as are commonly available and standard reference material suitable to the learning experience of the student.

27. Compliance. Site shall comply with applicable MCW policies and procedures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first written above.

City of Franklin Health Department

The Medical College of Wisconsin, Inc.

By: _____

By: _____

Name: _____

Joseph E. Kerschner, MD

Title: _____

Dean of the Medical School & Executive Vice President

**PROGRAM MEMORANDUM MASTER OF PUBLIC HEALTH PROGRAM
UNDER MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN
CITY OF FRANKLIN HEALTH DEPARTMENT
AND
THE MEDICAL COLLEGE OF WISCONSIN, INC.**

This Program Memorandum for the Master of Public Health Program pertains to the Master Educational Affiliation Agreement (the "Agreement") effective 1/15/24 between the City of Franklin Health Department ("Site") and The Medical College of Wisconsin, Inc. ("MCW"). This Program Memorandum is an integral part of the Agreement, and all terms used in both documents are intended to have the same meanings unless the context clearly indicates otherwise. If more than one Program is subject to the Agreement, however, the term the "Program" as used in this Program Memorandum is intended to refer only to the particular program identified in paragraph 1, below. This Program Memorandum supersedes all prior agreements for the Program named below.

1. **Program.** The Program to which this Program Memorandum applies: Master of Public Health Program
2. **Site Department/Division which will conduct the Education Program:** City of Franklin Health Department
3. **Date of Implementation.** Experiences under the Program will begin on the following date: January 15, 2024
4. **Length of Educational Experience:** 80 hours
5. **Site and MCW Designees.**
 - (a) Name, title and telephone number of the Site Designee responsible for maintaining liaison with MCW for purposes of this Program:

Lauren Gottlieb, Director of Health and Human Services, City of Franklin Health Department
Phone: 414-427-7526
 - (b) Name, title and telephone number of the MCW Designee responsible for maintaining liaison with Site for purposes of this Program:

Dr. David Nelson, Master of Public Health Program Director
Phone: 414-955-4386
6. Maximum number of Students who will be permitted to participate in the Program at the facility during any one semester or rotation: 1

City of Franklin Health Department

The Medical College of Wisconsin, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: Joseph E. Kerschner, MD
Title: Dean of the Medical School and Executive Vice President

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to accept the 2024 Strategic Prevention Framework – Partnerships for Success Grant contract.	ITEM NUMBER M.8.

Background: Community Advocates Inc (CA) is a substance misuse prevention partner in Milwaukee County that awards annual grants known as the Strategic Prevention Framework-Partnerships for Success (SPF-PFS) to organizations with the goal of targeting priority issues related to alcohol, marijuana, and e-cigarettes/tobacco by raising awareness about the dangers of their use and abuse among young adults. These project funds also allow for education to schools, communities, and parents.

The goals of the SPF-PFS grant are:

- Enhance the infrastructure to increase capacity to implement effective substance abuse prevention services.
- Decrease behavioral health disparities that lead to differences in access, service use and outcomes of substance use in Milwaukee County
- Increase capacity at the community-level to boost protective factors and mental health wellness.

CA has awarded the Franklin Health Department (FHD) a SPF-PFS grant in the amount of \$21,000.

Analysis: The SPF-PFS grant would enhance FHD and Volition Franklin efforts around substance misuse prevention already in place with the Drug Free Communities (DFC) grant. This funding allows FHD the opportunity to increase prevention and education efforts to include marijuana and tobacco use/misuse whereas the DFC grant scope of work is focused specifically on alcohol and opioids usage.

Fiscal Note: The SPF-PFS grant funds support Franklin Health Department programs and services.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the acceptance and execution of the 2023-2024 Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant.

GRANT AGREEMENT
between
Community Advocates, Inc. (CA)
and
Franklin Health Department
for
Strategic Prevention Framework - Partnerships
for Success 2019 (SPF-PFS)

Agreement Amount \$21,000

Agreement Term Period 9/30/2023 to 9/01/2024

Community Advocates Grant Administrator Hannah
Lepper

Community Advocates Telephone 920-209-7750

Grant Administrator Email: hlepper@communityadvocates.net

Grantee Grant Administrator Lauren Gottlieb

Grantee Telephone 414-427-7537

Grantee Email llube@franklinwi.gov

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, Inc.

Authorized Representative Andi Elliott

Title Chief Executive Officer

Franklin Health Department

Authorized Representative Lauren Gottlieb

Title: Health Officer

Signature: Andi Elliott

Date: 19/12/2023

Signature _____

Date _____

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.

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 Community Advocates 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 CA's 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 CA. 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 organization responsible for overseeing the coordination and integration of the SPF-PFS 2019 grant CA's principal business address is 728 N James Lovell Street, Milwaukee, WI 53233
- B. Franklin Health Department (Grantee), the 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 I Workplan
- Exhibit II Budget
- Exhibit III Special Requirements

5. CONTACT INFORMATION

CA Grant Administrator
Grant Administrator Name **Hannah Lepper**
Telephone **920-209-7750**
Email **hlepper@communityadvocates.net**

Grantee Grant Administrator
Grant Administrator Name **Lauren Gottlieb**
Telephone: **414-427-7537**
Email **llube@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 non-municipalities, non-profits, and UW departments will be made by check, mailed at the beginning of the month following the submission of invoices. All invoices need to be submitted by the 10th of the month to ensure payment being mailed at the beginning of the month. For example, a January invoice would need to be submitted by February 10th to ensure the check is mailed at the beginning of March.
- 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 to the following email address 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.

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 Grantor 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.

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 agrees to cooperate with CA in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. CA 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 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, 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, 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 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 the CA'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 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 45C F R § 160.103 If the parties are Business Associates, then the parties shall comply with CA's 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 Community Advocates.

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 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
- D. 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.
- 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. *CA Cost Reimbursement Award Schedule This schedule is required by CA 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 CA, 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 CA
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 CA 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 ksouthern@communityadvocates.net 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 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 to conduct or arrange for other audits or review of federal or state programs CA 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 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 may impose sanctions when needed to ensure that auditees have complied with the requirements to provide CA 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 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 CA 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 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 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 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 upon written request from the subrecipient/contractor, except when the agreement is terminated for cause The required close-out audit may not be waived when an agreement is terminated for cause
- The auditee shall ensure that its auditor contacts CA prior to beginning the audit CA, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor Payment of increased audit costs, as a result of the additional testing requested by CA, is the responsibility of the auditee
- CA may require a close-out audit that meets the audit requirements specified in 2 C F R Part 200 Subpart F In addition, CA 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. CA 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 CA employee or CA 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 Community Advocates.
- 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's 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. *Chief Executive Officer's Review* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the CEO of the agency in which the 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.

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 may 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

- A Match Requirements N/A
- B. Performance Reporting: Grantee will provide CA a Performance Report no later than 30 days past mid-point of the contract period and a CA Performance Report no later than 30 days past contract end date unless otherwise stipulated in writing by CA.

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's and Grantee's Authorized Representatives on this Agreement exceeds 60 days inclusive of the two signature dates

36. FEDERAL AWARD INFORMATION

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	\$21,000
Federal Award Project Description	Strategic Prevention Framework Partnerships for Success
Federal Awarding Agency Name (Department)	U S Department of Health & Human Services
CA Awarding Official Name	Kari Southern
CA Awarding Official Contact Information	262-424-4119
CFDA Number	93 243

EXHIBIT III: Services Funded with Strategic Prevention Framework Partnerships for Success Grant Project Funds

A. Expectations

The Strategic Prevention Framework Partnerships for Success, 2019 (SPF-PFS) program provides an opportunity to target the priority issues of alcohol, marijuana and e-cigarettes/tobacco

The program is designed to raise awareness about the dangers of use and abuse among young adults. SPF-PFS will also raise community awareness and bring drug prevention activities and education to schools, communities, and parents.

The goals of the SPF-PFS grant program are outlined below:

- 1) Enhance the infrastructure to increase capacity to implement effective substance abuse prevention services
- 2) Decrease behavioral health disparities that lead to differences in access, service use and outcomes of substance use in Milwaukee County
- 3) Increase capacity at the community-level to boost protective factors and mental health wellness

B. Required Activities

1. Grant Activities:

- Use the Strategic Prevention Framework to identify and select comprehensive, data-driven substance abuse prevention strategies to accomplish goals
- Build capacity to address underage drinking, marijuana and e-cigarettes/tobacco among persons aged 9-20
- Collect and report community-level data to determine progress toward addressing SPF-PFS prevention efforts across the community
- Utilize community coalition building strategies to advance substance abuse prevention efforts
- Develop prevention messaging and other prevention strategies and ensure dissemination of these messages
- Share effective resources with Region 5 Prevention Technology Transfer Center (PTTC) to enhance dissemination/adoption of best practices

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. As SAMHSA has not issued guidance on what reporting measures will be required, we are anticipating grantees will be required to report performance on the following process measures:

- Number of active collaborators/partners supporting the grantee's comprehensive prevention approach,
- Number of people served and/or reached by IOM category (universal, selective,

- indicated), six strategies, demographic group and targeted population,
- Number and percent of evidence-based programs, policies, and/or practices implemented by subrecipient communities,
- Number of prevention activities at the subrecipient level that are supported by collaboration and leveraging of funding streams, and
- Number, type and duration of evidence-based interventions by prevention strategy implemented at the community level

D. Terms and conditions for continued 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 requesting repayment from Community Advocates, 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 requesting reimbursement, 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=0ddb69baec587eeee4ab7e6a68c4acb0&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 Community Advocates 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

CA 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 CA 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) CA 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 U S Government

Mandatory disclosures: Consistent with 45 CFR 75 113, applicants and recipients and subrecipients must disclose in a timely manner, in writing to CA 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)

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?lvl=2&lvlid=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
- Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision (Expansion or enhancement of existing residential services is permissible)
- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services
- 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
- CA 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 Disclosure of Lobbying Activities (Standard Form-LLL)

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

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

Signature

Date

Print Name

Title

Agency

Strategic Prevention Framework -Partnerships for Success
Title of Program

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services F-01788 (05/2017)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Strategic Prevention Framework – Partnerships for Success 2019 Work Plan Template

Please use this template to document the strategies that you choose from the strategy menu. On the next page, please share details of your planned activities, resources needed, etc. If you need more sections for each of the strategies you are proposing, simply copy and paste a new page. Once you have completed the work plan, please complete the budget workbook and submit both documents via email to hlepper@communityadvocates.net

PFS19 Project Goals

Goal 1

Increase the capacity and infrastructure of local coalitions in Milwaukee County to align and coordinate comprehensive evidence-based strategies to reduce use of alcohol, marijuana, and e-cigarettes/tobacco among youth ages 9-20.

Goal 2

Decrease behavioral health disparities that lead to differences in access, service use, and outcomes of substance use in Milwaukee County.

Goal 3

Increase capacity at the community level to boost protective factors and mental health wellness.

Strategy Menu

Socio-Ecological Model Level	Grant Activities Strategies
Individual	<ul style="list-style-type: none"> Botvin LifeSkills Training
Relationship	<ul style="list-style-type: none"> Youth Wellness Circle Small Talks Campaign
Community	<ul style="list-style-type: none"> Awareness Raising Youth Mental Health First Aid Question Persuade – Refer Training De-escalation Techniques Trainings Youth protective & risk factor trainings Substance Use and Trauma Trainings
Society	<ul style="list-style-type: none"> Alcohol Age Compliance Checks Retail Assessments Municipal Policy Assessment

Strategy *Awareness Raising*
 Socio Ecological Model Level: Community

Planned Activities

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

Action step	Timeline	Person Responsible	Potential Partners Needed
Increase utilization of Small Talks branded materials in outreach efforts via social media and handouts available at community sites	Throughout FY5	Coordinator	Parent Action Group, School Sector Reps, Local Library, Business Sector Reps
Small Talks Campaign for Alcohol Awareness Month (Distribution of Small Talks branded Yard Signs, City Newsletter insert, banner at youth baseball game, radio advertisement with Audacy, etc.)	April 2024 (Alcohol Awareness Month)	Coordinator	Coalition Action Groups
Small Talks tabling at community events	Throughout FY5	Coordinator, Coalition members	Parent Groups, Local Sports Teams, youth-serving Groups
Small Talks survey- Learn Franklin parent's attitudes towards alcohol	April, 2024	Coordinator, Community Assessment Action Group	School District, Parent Organizations

Resources Needed

What other resources do you need to tackle this goal? Think about potential partnerships, training and technical assistance, and other resources beyond cost.

- Maintain partnership with local school district
 - School Social Worker and District Wellness Committee
- Time – Staff Time and Volunteer Time
 - Staff time devoted to tabling opportunities
 - Volunteer time for coalition members (Parent Action Group primarily)

Data Collection

What information would be helpful for you as you work on this strategy? How would you measure the process? What does success look like and how will you know when you've achieved it?

- Mixed Qualitative/Quantitative Survey on parental alcohol attitudes
- Metric tracking related to various social media posts
 - People Reached, Post Engagements, Reactions, Overall Impressions
- Metric tracking from Radio advertisements

Planned Activities

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

Action step	Timeline	Person Responsible	Potential Partners Needed
Social Media postings across all platforms on subject areas included in SPF-PTS Workplan (underage drinking, vaping/electronic cigarettes, marijuana, youth mental)	Ongoing	Coordinator	Parent Action Group

health promotion) Social Media Platforms Facebook Instagram, & YouTube			Community Outreach Action Group Community Assessment Action Group Local Business community
Awareness Raising via local receipts—Pick & Save Receipts (contract w/ RTUI) <ul style="list-style-type: none"> Inclusion of coalition advertisement about underage drinking on back of local Pick & Save receipts includes QR code linking back to website 	Ongoing	Coordinator	
Community Tabling Events <ul style="list-style-type: none"> Local Grocery Stores Franklin Summer Concerts in the Park Elementary School Fairs 	Ongoing	Coordinator	Coalition members Host Sites Business Owners PTO s
Help support Franklin s Annual Spring Community Wellness Walk /Mental Health Resource Fair <ul style="list-style-type: none"> Provide support and offer mental health resources and incentives for walk participants <ul style="list-style-type: none"> Sunglasses for first 100 participants Signage and advertising for the event Colored Powder for color run 	May 2024	Coordinator and Health Department Public Health Specialist	Health Department Coalition members Health Department Partners
Creation of a Billboard PSA designed by Volition Franklin Youth Students for alcohol prevention	January-June 2024	Coordinator	Youth Sector Volunteers
Mental Health Awareness PSA collaboration with Community Alliance at Franklin Milky Way Drive-In Movie Theater, preview between movies and tabling opportunities	Summer 2024	Coordinator	Community Alliance/Greendale Health Department Partners
Updated 'Know the Facts' sheets—educational handouts on topics such as vaping underage drinking marijuana, and youth mental health for parents and youth in Franklin community	Summer 2024	Coordinator	Youth Sector Volunteers and Parent Sector Volunteers
Discover Wellness planning Participation Event	Summer 2024	Coordinator	Collaboration across multiple organizations/Community Advocates

Resources Needed

What other resources do you need to tackle this goal? Think about potential partnerships training and technical assistance and other resources beyond cost

- Maintain partnership with local school district, community business partners, local law enforcement, local Fire Department, etc
 - School Social Worker and District Wellness Committee
 - Board of Health Support
- Time – Staff Time and Volunteer
 - Staff time devoted to tabling opportunities

- o Volunteer time for coalition members (Parent Action Group primarily)

Data Collection

What information would be helpful for you as you work on this strategy? How would you measure the process? What does success look like and how will you know when you've achieved it?

- Mixed Qualitative/Quantitative Survey on community mental health attitudes at Wellness Walk & Mental Health Resource Fair
- Metric tracking related to various social media posts
 - o People reached Post Engagements, Reactions Overall Impressions
- Metric tracking for grocery store receipt engagement
- Metric tracking from Drive-In movie theater advertisements

Strategy Compliance Checks
Socio-Ecological Model Level Society

Planned Activities

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

Strategy Youth Mental Health First Aid Question Persuade Refer Trainings
Socio-Ecological Model Level Community

Action step	Timeline	Person Responsible	Potential Partners Needed
Connect with local PD to reestablish annual compliance checks	Ongoing (depending on PD capacity)	Coordinator	Local Law Enforcement
Determine timeline for compliance checks	1 month (Spring & Summer)	Local Law Enforcement	Youth Volunteers
Completion of compliance checks	1 round of summer checks	Local Law Enforcement	Youth Volunteers
Outreach to local elected officials (mayor, council members licensing committee board of health etc) to provide update of compliance check status	After completion of checks	Coordinator	Local Health Officer
Release names of establishments that did not sell to minors (Social media posts signed certificate for passing check, etc)	After update to elected officials	Coordinator	Coalition membership

Resources Needed

What other resources do you need to tackle this goal? Think about potential partnerships training and technical assistance and other resources beyond cost

Maintain partnership with local PD

- o PD provides training for youth volunteers
- o PD outreach to MATC Criminal Justice program to recruit volunteers

• Establish working relationship with licensing committee

- o Present report of compliance checks to licensing committee upon completion

Data Collection

What information would be helpful for you as you work on this strategy? How would you measure the process? What does success look like and how will you know when you've achieved it?

Compliance Check pass/fail rate collected and compared to past compliance check results

- o Track information on repeat failures
- o Maintain (or improve) past 83.5% pass rate

Planned Activities

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

Action step	Timeline	Person Responsible	Potential Partners Needed
-------------	----------	--------------------	---------------------------

Partner with Community Advocates Public Policy Institute to coordinate trainings for interested coalition members	Throughout FY5	Coordinator	Coalition members Community Advocates PPI
Partner with Franklin School District to provide in-person Youth Mental Health First Aid training for local parents	Throughout FY5	Coordinator	School District Parents

Resources Needed

What other resources do you need to tackle this goal? Think about potential partnerships training and technical assistance and other resources beyond cost

- Continued partnership with PPI Franklin School District to support trainings

Data Collection

What information would be helpful for you as you work on this strategy? How would you measure the process? What does success look like and how will you know when you've achieved it?

- Pre-Posttest information (if available) for individuals registered for YMHFA
- Post-training survey on how participants like the training
 - Outcome evaluation

Action step	Timeline	Person Responsible	Potential Partners Needed
Retail assessment of Class A Alcohol retailers in the City of Franklin	Throughout FY5	Coordinator Youth and adult Coalition Volunteers	Coalition Volunteers Coalition members Local Businesses and Class A Alcohol Retailers
Coordinate 'Sticker Shock' campaign with youth coalition members at local alcohol retailers prior to summer break and graduation party season	Summer 2024	Coordinator and Youth Coalition Members	Coalition members local businesses and Class A Alcohol retailers

Resources Needed

What other resources do you need to tackle this goal? Think about potential partnerships training and technical assistance and other resources beyond cost

- Continued partnership with PPI, Alcohol Ad Hoc Committee Franklin Class A Alcohol Retailers

Data Collection

<p>Strategy <i>Retail Assessments</i> Socio-Ecological Model Level Society</p>

What information would be helpful for you as you work on this strategy? How would you measure the process? What does success look like and how will you know when you've achieved it?

- Youth led-sticker shock campaign—also leads youth through how to complete a retail assessment while supervised by adult coalition volunteer

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 3, 2024
Reports & Recommendations	<p align="center">A Resolution to Execute S. 116TH Street Trail Project Change Order No. 5 to GRAEF-USA, INC. to Prepare a Phase 2.5 Hazardous Materials Investigation for \$40,000</p>	<p align="center">ITEM NO. Ald. Dist. 6 M. 9.</p>

BACKGROUND

On August 4, 2020, GRAEF-USA, Inc. was awarded a contract to design the “S. 116th Street Trail” project. The intent to start construction in 2024 has been delayed because of review comments by the various State and Federal agencies who must review the project. Unfortunately, the City was recently notified that the Wisconsin Department of Natural Resources (WDNR) will require additional investigation and/or remediation within portions of the trail project.

ANALYSIS

WDNR is requiring that further hazardous materials investigation be performed to determine the limits of potential arsenic contamination remnant from the former WI Electric Power Co. railroad line. The investigation includes 25 additional soil samples from borings along the corridor, an updated Site Investigation Work Plan, Materials Management Plan, and the preparation of a Closure Report with WDNR.

The alternative to completing this Phase 2.5 Hazardous Materials Investigation would be to have the potential contaminated soils removed from the site. The cost to have them removed and properly disposed of at a licensed landfill is estimated to be \$400,000.

OPTIONS

Approve or Deny the Change Order

FISCAL NOTE

Attached is the Change Order No. 5 from GRAEF for \$40,000. The summary of the project costs (Fund 46-0551-5833.5125) are as follows:

\$150,000.00	Original Contract Fee
(\$ 15,000.00)	Change Order No. 1 (reduction in fee)
\$70,000.00	Change Order No. 2 (CMAQ)
\$30,000.00	Change Order No. 3 (St. Martin of Tours)
\$35,000.00	Change Order No. 4 (CMAQ)
<u>\$40,000.00</u>	Change Order No. 5 (Phase 2.5 Investigation)
\$310,000.00	New contract price after this Change Order

Note that 61% of this is eligible for Park Impact Fees.

RECOMMENDATION

Authorize Resolution 2024-____ a resolution to execute a S. 116th Street Trail Project change order No. 5 to GRAEF-USA, INC. to prepare a Phase 2.5 Hazardous Materials Investigation for \$40,000.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO EXECUTE S. 116TH STREET TRAIL PROJECT
CHANGE ORDER NO. 5 TO GRAEF-USA, INC. TO
PREPARE A PHASE 2.5 HAZARDOUS MATERIALS INVESTIGATION FOR \$40,000

WHEREAS, GRAEF-USA, Inc. was awarded an engineering contract to provide design services for the “S. 116th Street Trail” project; and

WHEREAS, the S. 116th Street Trail has been separated in two related, yet separate projects; and

WHEREAS, the southern portion of the project along S. 116th Street was awarded a Construction Mitigation & Air Compliance (CMAQ) grant that involves particular efforts to comply with requirements set forth by the Wisconsin Department of Transportation; and

WHEREAS, review agencies have required additional site investigation and efforts to gain approval of permits.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that GRAEF-USA, Inc. be issued Change Order No. 5 for \$40,000 to prepare a Phase 2.5 Hazardous Materials Investigation and related efforts.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024 by Alderman _____.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

December 18, 2023

Mr. Glen E. Morrow, PE
Deputy Director of Public Works / City Engineer
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

SUBJECT: S. 116th Street Trail, Amendment No. 5
116th Street Trail Alignment

Dear Mr. Morrow:

We are very pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated August 9, 2020.

This proposal is for S. 116th Street Trail (Project). This proposal is subject to the Terms and Conditions per the original agreement. It is our understanding that the nature of the additional work is additional Phase 2 Site Assessment and WDNR coordinaiton.

For this Project, GRAEF proposes to provide the following Basic Services:

116th Street Trail Project, Additional sub-surface investigation by others (TRC)

- Coordinate and discuss the Phase 2 findings with the City of Franklin, We-Energies Corporation (WEC), and the Wisconsin Department of Natural Resources (WDNR).
- Prepare and submit an email to the WDNR with an abbreviated Site Investigation Work Plan.
- Coordinate investigation with the City of Franklin, WEC, and GRAEF.
- Obtain site access and necessary permits, if any, to construct borings in the existing or proposed right-of-way. We have assumed that no fees will be charged by the issuing entity for such permits.
- Complete investigation within the construction corridor including:
 - Prepare and administer subcontracts for the investigation.
 - Update the site-specific Health and Safety Plan for TRC on-site personnel.
 - Contact Digger's Hotline for locating public utilities.
 - Install up to 25 hand-augured borings along the side slopes of the railroad corridor and significant cut sections at locations indicated on the attached Proposed Boring Locations Figure. The borings along the side slopes will be advanced to an approximate depth of one-foot below ground surface (bgs). The borings within significant cut sections will be advanced to depths corresponding with planned depth of excavation.
 - Collect one soil sample from each boring from depth intervals that correspond to construction activities and/or that have visual signs of contamination present. This is anticipated to be the 0.5' to 1.0' interval.



- Collect one soil sample from each boring from 0' to 0.5' to be held at the laboratory for potential analysis should the 0.5' to 1.0' sample interval indicates elevated arsenic concentrations.
- Submit up to 25 soil samples for laboratory analyses of total arsenic. Samples will be analyzed on a standard 10-day turnaround time.
- Submit up to 25 soil samples to be held at the laboratory for potential analysis pending results from the 25 aforementioned samples. Up to 15 additional soil samples will be laboratory-analyzed for total arsenic.
- Soil cuttings will be containerized if there are obvious signs of contamination. Segregate cuttings based on similar fill material type and potential source. Containers will be stored on site or at a City of Franklin property.
- Prepare one draft Site Investigation Report summarizing the results of the investigation.
- Review soil management options, including potential reuse areas within the project.
- Prepare an updated Materials Management Plan, including a Cap Maintenance Plan. A \$300 residual soil contamination fee will be required by the WDNR and is included in this proposal.
- Discuss draft reports with the City of Franklin, WEC, and GRAEF.
- Prepare Closure Report Form 4400-202. A \$1,050 Closure Review fee will be required by the WDNR and is included in this proposal.
- Finalize reports.

It is our understanding that you will provide the following services, items and/or information:

- Access to the corridor for sub-surface field investigation.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis to an estimated additional maximum fee of \$310,000.00. The breakdown of additional services includes:

Phase 2.5 Hazardous Materials Investigation	\$35,140.12
GRAEF WDNR Coordination & Phase 2.5 Oversight	\$4,859.88
<hr/> Total	<hr/> \$40,000.00

You agree to compensate GRAEF for any Additional Services with an additional fee to be negotiated at a later date.



collaborāte / formulāte / innovāte

To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please call us at 414-266-9175 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

A handwritten signature in black ink that reads "Mary Beth Pettit".

Mary Beth Pettit, P.E.
Vice President, Project Manager

X:\ML\2020\20200291\Project Management\Contracts\AmendmentNo5\116thStreetTrail_Proposal Amendment Letter for Additional Services_AmendmentNo5.docx

GENERAL INFORMATION	
Project Name:	S. 116th Street
Client Name:	City of Franklin
Date:	12/18/23

S. 116th Street Trail, City of Franklin, Cost Summary

DISCIPLINE SUMMARY													
Task	Original Contract		Amendment No. 1		Amendment No. 2		Amendment No. 3		Amendment No. 4		Amendment No. 5		Revised Total Fee
	Estimated Hours	Estimated Fee	Fee Change		Fee Change		Fee Change		Fee Change		Fee Change		
Management	36	\$6,500	\$ 700	\$ 7,200	\$ 2,200	\$9,400	\$ 2,000	\$11,400	\$ -	\$ 11,400	\$ -	\$ 11,400	\$ 11,400
Survey & ROW	226	\$25,300	\$ (5,000)	\$ 20,300	\$ 800	\$21,100	\$ 10,400	\$31,500	\$ -	\$ 31,500	\$ -	\$ 31,500	\$ 31,500
Design	804	\$88,000	\$ (25,700)	\$ 42,300	\$ 15,200	\$57,500	\$ 10,800	\$68,300	\$ -	\$ 68,300	\$ -	\$ 68,300	\$ 68,300
Storm Water	112	\$10,900	\$ (5,900)	\$ 5,000		\$5,000	\$ -	\$5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Specs & Bidding	184	\$16,700	\$ (5,700)	\$ 11,000	\$ 14,500	\$25,500	\$ -	\$25,500	\$ -	\$ 25,500	\$ -	\$ 25,500	\$ 25,500
Meetings	100	\$12,200	\$ 5,000	\$ 17,200	\$ 9,800	\$27,000	\$ -	\$27,000	\$ 8,000	\$ 35,000	\$ -	\$ 35,000	\$ 35,000
Wetlands & Permitting	136	\$10,400	\$ 19,800	\$ 29,000	\$ 13,200	\$42,200	\$ 6,800	\$49,000	\$ 10,000	\$ 59,000	\$ 4,859.88	\$ 63,859.88	\$ 63,859.88
Grant Applications			\$ 3,000	\$ 3,000		\$3,000		\$3,000		\$ 3,000		\$ 3,000	\$ 3,000
Environmental Documentation					\$ 14,200	\$14,200	\$ -	\$14,200	\$ 17,000	\$ 31,200	\$ 35,140.12	\$ 66,340.12	\$ 66,340.12
Total Fee	1598	\$150,000	-\$15,000	\$135,000	\$70,000	\$205,000	\$30,000	\$235,000	\$ 35,000	\$ 270,000	\$ 40,000	\$ 310,000	\$ 310,000

Proposed Time & Materials Fee for the Design of S. 116th Street	\$150,000	Total
Amendment No. 1	-\$15,000	\$135,000
Amendment No. 2	\$70,000	\$205,000
Amendment No. 3	\$30,000	\$235,000
Amendment No. 4	\$35,000	\$270,000



999 Fourier Dr., Ste. 101
Madison, WI 53717

T 608.826.3600
TRCcompanies.com

December 15, 2023

Mary Beth Pettit
GRAEF
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203

Subject: Proposal for Additional Subsurface Investigation and Reporting for the 116th Street Trail
City of Franklin, Milwaukee County, Wisconsin
WisDOT Project ID 2976-00-02
TRC Proposal No. 548490.9990.0000

Dear Mary Beth:

This letter presents TRC's proposal to assist GRAEF with the WDNR-required additional Subsurface Investigation and associated reporting including a Site Investigation Work Plan, Site Investigation Report, Materials Management Plan, Cap Maintenance Plan, and Closure Report for the 116th Street Trail in the City of Franklin, Milwaukee County, Wisconsin. This proposal was developed in response to our discussion on December 14, 2023.

We are pleased to offer this assistance to GRAEF. Please contact me, at 608-826-3628, if you would like to discuss any aspect of our proposal.

Sincerely,

TRC

A handwritten signature in blue ink that reads "Daniel Haak".

Daniel Haak, P.E.
Project Manager

- Attachments:
1. Proposal
 2. Work Authorization
 3. Cost Breakout
 4. Terms and Conditions

Attachment 1 Proposal

1.0 Scope of Services

TRC will perform the following services:

- Coordinate and discuss the Phase 2 findings with Graef, the City of Franklin, WEC, and the WDNR.
- Prepare and submit an email to the WDNR with an abbreviated Site Investigation Work Plan.
- Coordinate investigation with the City of Franklin, WEC, and GRAEF.
- Obtain site access and necessary permits, if any, to construct borings in the existing or proposed right-of-way. We have assumed that no fees will be charged by the issuing entity for such permits.
- Complete investigation within the construction corridor including:
 - Prepare and administer subcontracts for the investigation.
 - Update the site-specific Health and Safety Plan for TRC on-site personnel.
 - Contact Digger’s Hotline for locating public utilities.
 - Install up to 25 hand-augured borings along the side slopes of the railroad corridor and significant cut sections at locations indicated on the attached Proposed Boring Locations Figure. The borings along the side slopes will be advanced to an approximate depth of one-foot below ground surface (bgs). The borings within significant cut sections will be advanced to depths corresponding with planned depth of excavation.
 - Collect one soil sample from each boring from depth intervals that correspond to construction activities and/or that have visual signs of contamination present. This is anticipated to be the 0.5’ to 1.0’ interval.
 - Collect one soil sample from each boring from 0’ to 0.5’ to be held at the laboratory for potential analysis should the 0.5’ to 1.0’ sample interval indicates elevated arsenic concentrations.
 - Submit up to 25 soil samples for laboratory analyses of total arsenic. Samples will be analyzed on a standard 10-day turnaround time.
 - Submit up to 25 soil samples to be held at the laboratory for potential analysis pending results from the 25 aforementioned samples. Up to 15 additional soil samples will be laboratory-analyzed for total arsenic.
 - Soil cuttings will be containerized if there are obvious signs of contamination. Segregate cuttings based on similar fill material type and potential source. Containers will be stored on site or at a City of Franklin property.
- Prepare one draft Site Investigation Report summarizing the results of the investigation.
- Review soil management options, including potential reuse areas within the project.
- Prepare an updated Materials Management Plan, including a Cap Maintenance Plan. A \$300 residual soil contamination fee will be required by the WDNR and is included in this proposal.
- Discuss draft reports with the City of Franklin, WEC, and GRAEF.
- Prepare Closure Report Form 4400-202. A \$1,050 Closure Review fee will be required by the WDNR and is included in this proposal.
- Finalize reports.

2.0 Deliverables

TRC will provide GRAEF with the following deliverables:

- Email with abbreviated Site Investigation Work Plan
- Site Investigation Report
- Materials Management Plan
- Cap Maintenance Plan
- Closure Report

3.0 Schedule

TRC can begin work on the project immediately after receiving your notice to proceed.

4.0 Budget

TRC proposes to perform the Scope of Services on a time-and-materials basis in accordance with the attached Cost Breakout (Attachment 3). The total project budget is **\$35,140.12**. Should GRAEF request TRC to make changes in the services or to perform additional services, TRC will prepare a Change Order for GRAEF's acceptance prior to execution of the work. Additional services will also be performed in accordance with the attached Cost Breakout.

4.1 Budget Assumptions

- Two days for two TRC personnel is budgeted to complete the investigation field work.
- No lane closures will be necessary to complete the proposed scope of work. Subcontracted traffic control will not be required to complete borings in or adjacent to the traveled way.
- Site access to private property, if required, will be granted through reasonable means such as access letter(s) and telephone notification(s).
- A closure report will be prepared based on closure-appropriate soil sample concentrations.
- Project approval would happen prior to the ground being frozen due to winter temperatures. Should project approval occur after the ground has frozen, the project would likely be postponed until the Spring season.

4.2 COVID-19 Pandemic Considerations

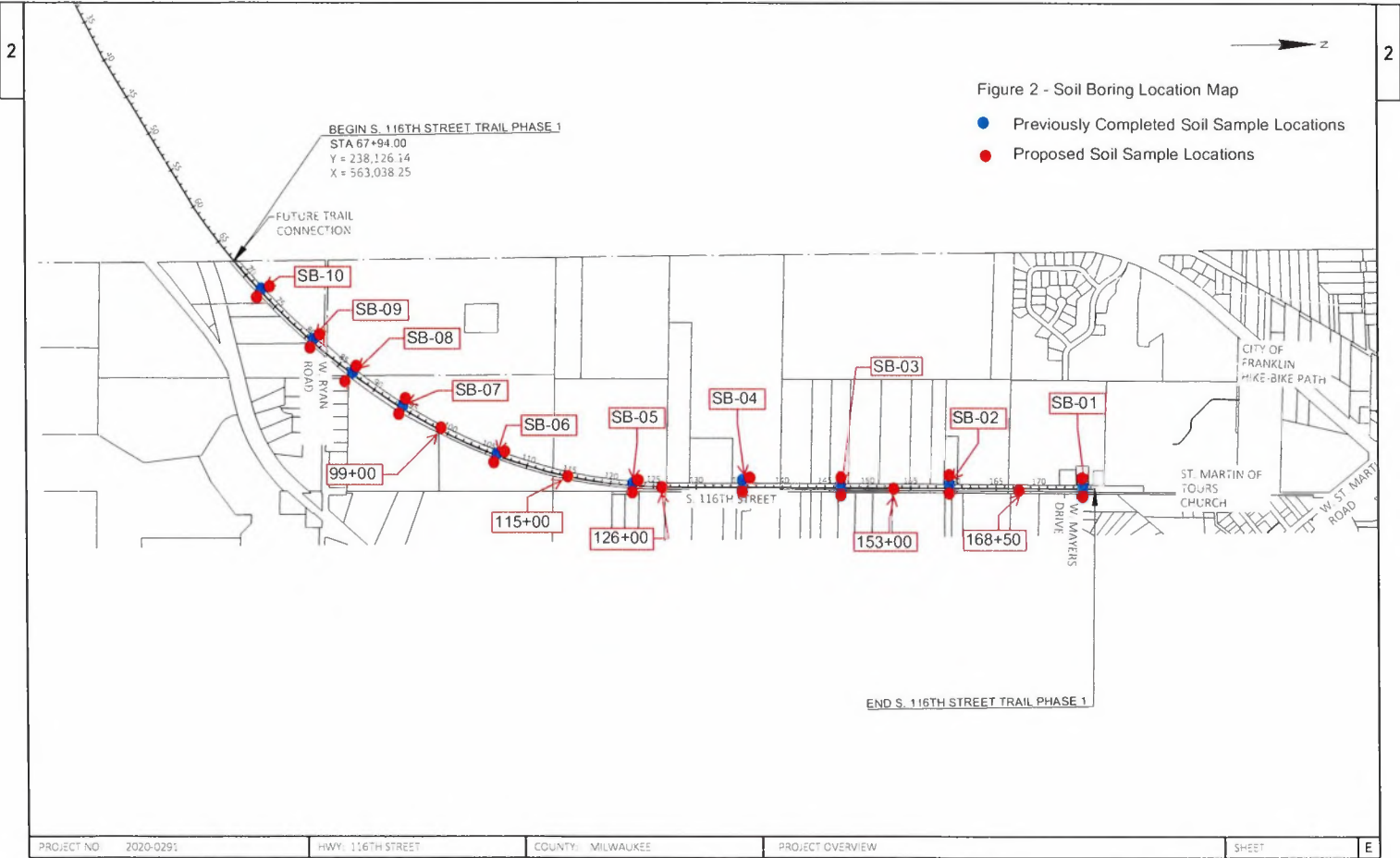
TRC's proposal accounts for the currently known effects of the COVID-19 pandemic, but TRC cannot predict any different effects or requirements, such as impacts due to future governmental orders, CDC guidelines, or extended duration of the COVID-19 pandemic. TRC reserves the right to obtain relief from schedule or deliverable requirements due to a force majeure event in the event of further impacts to the work due to COVID-19, and reserves the right to receive compensation for increased PPE, social distancing, or other requirements that impact TRC's costs.

4.3 Basis for Payment

TRC will submit invoices monthly in accordance with the rate schedule that is in effect when the work is performed.

4.4 Terms of Contract

TRC proposes to perform the Scope of Services under the terms and conditions of the Proposal, the Work Authorization, the Terms and Conditions, and Cost Breakout (collectively the "Agreement"). If this Agreement is satisfactory to GRAEF, please sign in the required spaces on the Work Authorization and return a fully executed copy to my attention and retain a signed copy of the Work Authorization for your records. If GRAEF requires a Purchase Order for payment purposes, please submit the Purchase Order referencing and incorporating this Agreement, including TRC's Proposal and Proposal Number in addition to the signed Work Authorization.



<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE JANUARY 3, 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 CARRYFORWARD \$234,700 OF UNUSED 2023 FIRE DEPARTMENT BUILDING IMPROVEMENT APPROPRIATIONS</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center; font-size: 1.2em;">M.10.</p>

Background

On December 19, 2023, the Council approved a request to carry forward \$234,700 of the 2023 Capital Outlay Fund to the 2024 Budget. On September 20, 2022, the Common Council authorized the Fire Department to accept a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant. This grant was appropriated to replace the aging diesel exhaust source-capture systems at the City's three fire stations. The project timeline provided for project completion to move into 2024.

Fiscal Note

The FEMA Grant will fund 90% of the \$234,700 project, with a required local match of \$21,336.37. This project will not be completed in 2023 and the Common Council approved the funds be carried forward to the 2024 Budget.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2024-____, an Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund to carryforward \$234,700 of unused 2023 Fire Department Building Improvement 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 CAPITAL OUTLAY FUND TO CARRYFORWARD \$234,700 OF UNUSED 2023 FIRE DEPARTMENT BUILDING IMPROVEMENT 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, on September 20, 2022, the Common Council authorized the Fire Department to accept a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant; and

WHEREAS, the project associated with the FEMA grant is the replacement of aging diesel exhaust source-capture systems at the City's three fire stations; and

WHEREAS, the Assistance to Firefighters Grant will fund 90% of the project; and

WHEREAS, on December 19, 2023, the Common Council authorized \$234,700 of unused 2023 Fire Department Building Improvement appropriations be carried forward into the 2024 Annual Budget; and

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

Section 1 That a 2024 Capital Outlay Fund Budget be amended as follows:

Capital Outlay Fund

Fire Department	Building Improvement	Increase	\$234,700
-----------------	----------------------	----------	-----------

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:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

BLANK PAGE

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE January 3, 2024</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE GENERAL FUND TO MOVE \$11,578.38 OF UNRESTRICTED CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT AUTO MAINTENANCE APPROPRIATIONS</p>	<p align="center">ITEM NUMBER M.11.</p>

BACKGROUND

On November 15, 2022, the Common Council adopted the 2023 Annual Budget. Towards the end of 2023, the Fire Departments frontline paramedic ambulance developed a significant fluid leak. Also, the unit has had an ongoing issue of a “Check Engine” light due to a misfire in one of the cylinders. This unit has served the Fire Department for 8 years and has over 154,000 miles. Due to this major, year-end challenge, the Fire Department requested authorization to use General Fund – Unrestricted Contingency appropriations to help offset this expense. On December 19, 2023, the Common Council approved this emergency budget amendment to be brought forth transferring Unrestricted Contingency appropriations to Fire Department Auto Maintenance appropriations.

FISCAL NOTE

The Fire Department had requested and the Common Council approved on December 19, 2023 an emergency budget amendment to be brought forth transferring \$11,578.38 from the General Fund – Unrestricted Contingency account to the Fire Department Auto Maintenance Account. The Unrestricted Contingency account has \$114,000 in available funding and will now have \$102,421.62 remaining.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-____, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to move \$11,578.38 of Unrestricted Contingency appropriations to Fire Department Auto Maintenance appropriations.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO MOVE \$11,578.38 OF UNRESTRICTED CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT AUTO MAINTENANCE APPROPRIATIONS

WHEREAS, on November 15, 2022, the Common Council adopted the 2023 Annual Budget; and

WHEREAS, on December 19, 2023, the Common Council approved a budget amendment be brought forward to move appropriations set forth; and

WHEREAS, towards the end of 2023, a Franklin Fire Department frontline paramedic ambulance developed a significant fluid leak; and

WHEREAS, the same unit has an ongoing issue with the “Check Engine” light on due to a misfire in one of the cylinders; and

WHEREAS, the same unit has serviced the Franklin Fire Department for 8 years and has over 154,000 miles; and

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

Section 1 The 2023 Budget for the General Fund shall be amended as follows:

General Fund

0199	Contingency	Unrestricted Contingency	Decrease	\$11,578.38
0221	Fire Department	Auto Maintenance	Increase	\$11,578.38

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:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

BLANK PAGE

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE January 3, 2024</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$43,500 APPROPRIATIONS FOR THE SCHOOL TRAFFIC LIGHT PROJECT</p>	<p align="center">ITEM NUMBER M.12.</p>

BACKGROUND

There have historically been traffic concerns at S. 51st Street and S. Preserve Way before and after school at the Franklin High School. On November 7, 2023, the City of Franklin Common Council authorized Franklin staff to take a draft Memorandum of Understanding (MOU) between the City representatives and the Franklin Public Schools representatives to the Board of Public Works and return to Common Council with a recommended MOU. Also, the Common Council approved the raSmith, Inc. contract allowing the consultants to provide Traffic Signal and Roadway Design Improvements Services for a Traffic Signal at S. 51st Street and S. Preserve Way since they are familiar with the Franklin High School traffic issues.

FISCAL NOTE

The Common Council approved the contract for the work done by raSmith, Inc. A budget amendment is appropriate to provide additional appropriations to the 2023 Annual Budget School Traffic Light Account (46-0331-5839.9780) from the Capital Improvement Fund balance.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-____, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Capital Improvement Fund to Provide Additional \$43,500 Appropriations for the School Traffic Light Project.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$43,500 APPROPRIATIONS FOR THE SCHOOL TRAFFIC LIGHT PROJECT

WHEREAS, on November 15, 2022, the Common Council adopted the 2023 Annual Budget; and

WHEREAS, on November 7, 2023, the Common Council approved a budget amendment be brought forward to provide additional appropriations set forth; and

WHEREAS, there have historically been traffic concerns at S. 51st Street and S. Preserve Way before and after school at the Franklin High School; and

WHEREAS, the City of Franklin and Franklin Public Schools representatives have been working on a draft Memorandum of Understanding concerning the traffic light project; and

WHEREAS, additional appropriations are needed to fund the initial stages of development and design improvements for the traffic light project; and

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

Section 1 The 2023 Budget for the Capital Improvement Fund shall be amended as follows:

Capital Improvement Fund

0331	Highway	Traffic Signals	Increase	\$43,500.00
------	---------	-----------------	----------	-------------

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:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/2024
REPORTS & RECOMMENDATIONS	Authorize Promotion and Wage Adjustment for Marion Ecks to Principal Planner (Grade Level 9; Hourly Rate of \$35) - Account 01-0621-5111	ITEM NUMBER M.13.

Marion Ecks, an Associate Planner for the City, has demonstrated exceptional skill and unwavering commitment to the role of Planner over the past four years. Marion is grateful for the support received and appreciates the promotion consideration.

Attached are relevant documents, including job descriptions for Marion's current role and the Principal Planner position, for reference.

Marion has illustrated the ability to work independently and constructively, which is especially noteworthy as the department operated without a dedicated planning manager for more than half of her tenure. This sustained demonstration of expertise and skills has significantly contributed to the overall stability of the department.

Notably, Marion has continued to pursue professional development, obtaining certifications as a member of the American Institute of Certified Planners (AICP) and National Charette Institute Certified Charette Planner and Manager.

Currently, Marion is undertaking many responsibilities associated with the Principal Planner position. Examples include drafting new ordinances and revising the UDO for development applications, contributing to the UDO update, and supporting the Environmental and Parks Commissions in proposing changes to the UDO and Municipal Code.

Marion's contributions to the Parkland Acquisition Study with Vandewalle and Associates are key accomplishments. Overseeing the contract, working through drafts, coordinating data input, and leading the adoption process through the Parks Commission up to Common Council showcase her comprehensive skills.

Beyond Marion's current responsibilities, she consistently goes above and beyond to support the department and the City. She plays an instrumental part in maintaining team efficiency, providing valuable ideas and feedback, training interns and administrative staff, and supporting the group in their work. Marion has also taken on special projects like the "CAV" to assist the City in maintaining good standing with FEMA, involving behind-the-scenes work with GIS to optimize BS & A for floodplain review and developing procedures to address floodplain encroachments and resolve violations.

The Director of Administration believes that Marion is well-prepared for the additional responsibilities of a Principal Planner, and Marion looks forward to contributing further to Franklin's success.

Fiscal Impact

The Planning Department has had unfilled positions within their department on and off for a few years, including a Planning Manager currently. As a result, the department has a surplus in its full-time salary account (01-0621-5111). The surplus is enough to cover the additional 2024 expense of \$9,406. This amount is within the department's budget for personnel expenses.

Marion's hourly rate is currently \$32.33. This promotion would increase her hourly rate to \$35 an hour, bringing her to the bottom range of grade level 9.

COUNCIL ACTION REQUESTED

Motion to authorize the promotion and subsequent increase in salary levels for Marion Ecks from Associate Planner Grade Level 7 (\$28.21/hr.) to Principal Planner Grade Level 9 (\$35/hr.). The annual increase is estimated at \$5,553, with a yearly salary of \$72,800.

DOA - KH

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/2024
REPORTS AND RECOMMENDATIONS	Request Council Approval of an Updated Job Description for the Administrative Assistant Position, Formally the Secretary Position.	ITEM NUMBER M.14.

Background

The Franklin Clerk’s Department has been updating old, outdated job descriptions. The Clerk’s Secretary position job description has not been updated since December 2008. Since the job description was 15 years old and grossly outdated, I worked with staff and Human Resources to update the job description and salary level.

After careful consideration and in alignment with the evolving needs of the City and Clerk’s Department, we have made certain modifications to reflect better the responsibilities and expectations associated with this role. Included is the old job description and a draft of the updated description and title change, effective immediately upon the Common Council's approval.

The main reason for the changes is the ever-evolving list of duties created over time with changes in election laws, changing practices within the City, and additional responsibilities in preparing for fairs/festivals throughout the City. There will be little impact on the staff currently performing these job duties as she has continually taken on the extra duties as they have arisen over time, including additional responsibilities while there is an open position within the Department. The changes that have occurred are being reflected in the updated job description and title change. We believe these updates will contribute to the continued success of our team and the overall achievement of the City’s goals.

Fiscal Impact

The additional department costs for 2024 with the increases (this position x 2 and the permit licensing specialist position) are as follows:

- Clerk – \$22,410
- Elections - \$643
- St. Martin’s - \$9
- Civic Celebrations - \$46

Requested Action

The Clerk’s Department is requesting approval of the updated job description for an Administrative Assistant position. This position would replace the Clerk’s Secretary position. This position will also be used as a recruitment tool for the open position within the Clerk’s Department. It is important to note this request was brought to the Personnel Committee on 12/18/2023 and was supported unanimously, along with a two-salary level increase.

COUNCIL ACTION REQUESTED

Request to Approve the updated Job Description for the Administrative Assistant Position, Formally the Secretary Position.

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/3/2024</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council Approval of an Updated Job Description for the Permit Licensing Specialist Position, Formally the Administrative Clerk Position.</p>	<p style="text-align: center;">ITEM NUMBER M.15.</p>

Background

The Franklin Clerk’s Department has been updating old, outdated job descriptions. The Administrative Clerk position job description has not been updated since September 2002. Since the job description was 21 years old and grossly outdated, I worked with staff and Human Resources to update the job description and salary level.

After careful consideration and in alignment with the evolving needs of the City and Clerk’s Department, we have made certain modifications to reflect better the responsibilities and expectations associated with this role. Included is the old job description and a draft of the updated description and title change, effective immediately upon approval by the Common Council.

The main reason for the changes is the ever-evolving list of duties created over time with changes in election laws and changing practices within the city and at the state level about licensing and fairs/festivals. There will be little impact on the staff currently performing these job duties as she has continually taken on the extra responsibilities that have arisen over time. The changes that have occurred are being reflected in the updated job description and title change.

We believe these updates will contribute to the continued success of our team and the overall achievement of the City’s goals.

Fiscal Impact

The additional department costs for 2024 with the increases (this position and the two administrative assistant positions) are as follows:

- Clerk – \$22,410
- Elections - \$643
- St. Martin’s - \$9
- Civic Celebrations - \$46

Requested Action

The Clerk’s Department is requesting approval of the updated job description for a Permit Licensing Specialist position. This position would replace the Administrative Clerk position. It is important to note this request was brought to the Personnel Committee on 12/18/2023 and was supported unanimously, along with a two-salary level increase.

COUNCIL ACTION REQUESTED

Motion to Approve the updated Job Description for the Permit Licensing Specialist Position, formally the Administrative Clerk Position.

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 01-03-24</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Schedule Committee of the Whole Meeting in January</p>	<p style="text-align: center;">ITEM NUMBER 19.16.</p>

The Fire Department has requested a Committee of the Whole meeting to discuss the Fire Apparatus Replacement and will give a presentation on this to the Common Council. The meeting would be scheduled for Monday, January 8, 2024 at 6:30 p.m. or such other date as the Common Council otherwise determines is appropriate.

COUNCIL ACTION REQUESTED

Schedule a Committee of the Whole meeting for Monday, January 8, 2024 at 6:30 p.m. or such other date as the Common Council otherwise determines is appropriate.

CITY CLERK

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/3/2024
REPORTS AND RECOMMENDATIONS	Evaluation and Final Selection of Proposed Tax Assessment Services. The Common Council may enter closed session pursuant 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.	ITEM NUMBER <i>B.17.</i>

COUNCIL ACTION REQUESTED

A motion with regard to the Evaluation and Final Selection of Proposed Tax Assessment Services. The Common Council may enter closed session pursuant 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.

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COMMON COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 01-03-24</p>
<p style="text-align: center;">ORGANIZATIONAL BUSINESS</p>	<p style="text-align: center;">Confirmation of the Appointment of Shirley Roberts as Director of Clerk Services. The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p style="text-align: center;">ITEM NUMBER M.18.</p>

Mayor Nelson requests confirmation of Shirley Roberts as the City of Franklin Director of Clerk Services. Additional information will be put at your place on January 3, 2024.

Shirley has been a dedicated employee with the City for approximately 10 plus years. She has been the Deputy City Clerk for approximately 9 plus years.

COUNCIL ACTION REQUESTED

Confirmation of the Appointment of Shirley Roberts as Director of Clerk Services The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Motion to confirm Shirley Roberts as Director of Clerk Services.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/03/24
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of January, 3, 2024.

COUNCIL ACTION REQUESTED

Approval of the minutes of the License Committee Meeting of January 3, 2024.



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
January 03, 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 New	Kimberly Burdick Irish Cottage			
Operator 2023-2024 New	Dao T Dang St Martin of Tours			
Operator 2023-2024 New	Teresa Kerber Walgreens #05459			
Operator 2023-2024 New	Son Thanh Le St Martin of Tours			
Operator 2023-2024 New	Jan Matuszak Tuckaway Country Club			
Temporary Entertainment & Amusement	Franklin Police Department Person in Charge: PO Gary Wallace Event: National Night Out – Crime Prevention Community Event Location: Franklin Public Library – 9151 W. Loomis Rd. Event Date: Monday, 8/5/2024			
Temporary Entertainment & Amusement	St. Martin of Tours Church Person in Charge: Hoan Chau Nguyen Event: Vietnamese Lunar New Year Celebration Location: 7963 S. 116 th St. Event Date: Sunday, 2/11/2024			
Temporary Class “B” Beer Retailer’s	St. Martin of Tours Church Person in Charge: Hoan Chau Nguyen Event: Vietnamese Lunar New Year Celebration Location: 7963 S. 116 th St. Event Date: Sunday, 2/11/2024			

Police Incident Reports from May 16, 2023 thru December 27, 2023	Review of Police Incident Reports from May 16, 2023 thru December 27, 2023 for Class A and B Establishments.			
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.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/03/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated December 15, 2023 through December 28, 2023, Nos. 195434 through Nos. 195652 in the amount of \$ 1,233,222.17. Also included in this listing are EFT's Nos. 5538 through EFT Nos. 5552, Library vouchers totaling \$ 29,673.33, Water Utility vouchers totaling \$ 149,800.25 and Property Tax Refunds in the amount of \$ 6,097.92.

Early release disbursements dated December 15, 2023 through December 27, 2023 in the amount of \$ 792,355.49 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 No. 492 dated December 20, 2023 in the amount of \$ 6,097.92. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated December 29, 2023 is \$ 482,098.32, previously estimated at \$ 468,000. Payroll deductions dated December 29, 2023 are \$ 463,445.52, previously estimated at \$ 457,000.

The estimated payroll for January 12, 2024 is \$ 625,000 with estimated deductions and matching payments of \$ 300,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of December 28, 2023 in the amount of \$ 1,233,222.17
- Payroll dated December 29, 2023 in the amount of \$ 482,098.32 and payments of the various payroll deductions in the amount of \$ 463,445.52, plus City matching payments and
- Estimated payroll dated January 12, 2024 in the amount of \$ 625,000 and payments of the various payroll deductions in the amount of \$ 300,000, plus City matching payments.

ROLL CALL VOTE NEEDED