

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.  
<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
TUESDAY MARCH 7, 2023 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. 1. Citizen Comment Period.  
2. Mayoral Announcements: Light and Unite RED Proclamation.
- C. Approval of Minutes:  
1. Regular Common Council Meeting of February 7, 2023 (approved February 20, 2023).  
2. Regular Common Council Meeting of February 20, 2023.
- D. Hearings: The Common Council of the City of Franklin will hold a public hearing Tuesday, March 7, 2023, at 6:30 p.m. or as soon thereafter as the matter may be heard in the Common Council Chambers of Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, upon a resolution introduced at the Common Council meeting held January 3, 2023, and which proposes the vacation of approximately 0.57 acres of right-of-way previously used for service road purposes which abuts the south side of West Ryan Road (STH 100) from South 60th Street to South 58th Street and which is abutted on its south boundary by the 5921 West Ryan Road (Tax Key No. 899-9991-002), 5921 West Ryan Road (Tax Key No. 899-9991-003) and 5825 West Ryan Road (Tax Key No. 899-9991-004) properties, respectively, which is bounded and legally described as follows: Being a part of the recorded Certified Survey map No. 1330, Document # 4538848, Reel # 542 Image # 304-305, Recorded on July 27, 1970 at Milwaukee County Register of Deeds, also being a part of the NW 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, bounded and described as follows: Commencing at the Northwest corner of said NW 1/4 of Section 26; thence S0°24'28"E along the West line of said 1/4 of Section, 110.02 feet to a point; thence N88°22'10"E, 45.01 feet to a point of beginning of the land to be described; thence continuing N88°22'10"E, 499.98 feet to a point; thence N00°24'28"W, 50.01 feet to a point; thence S88°22'10"W, 499.98 feet to a point; thence S0°24'28"E, 50.01 feet to a place of beginning. Said lands containing 25004.0 square feet or 0.57 acres.

The legal description and map of the area involved and a copy of the proposed resolution are on file in the Office of the City Clerk of Franklin, Wisconsin. This public hearing is being held pursuant to the requirements of §§66.1003(4)(b) and (8)(b) of the Wisconsin Statutes. A

copy of the proposed resolution in draft form is available and open for inspection by the public in the office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The public is invited to attend the public hearing and to provide input. The proposed draft form resolution is subject to revisions following public hearing and the further consideration by the Plan Commission and the City of Franklin Common Council.

E. Organizational.

F. Letters and Petitions.

G. Reports and Recommendations:

1. Vacate Approximately 0.57 Acres of Right-of-Way Previously Used for Service Road Purposes which Abuts the South Side of West Ryan Road (STH 100) from South 60th Street to South 58th Street and which is Abutted on its South Boundary by the 5921 West Ryan Road (Tax Key No. 899-9991-002), 5921 West Ryan Road (Tax Key No. 899-9991-003) and 5825 West Ryan Road (Tax Key No. 899-9991-004) Properties.
2. A Resolution Conditionally Approving a Final Plat for Tess Creek Estates Subdivision (at 11595 and 11600 West Forest Home Avenue) (P. Kenneth Servi, Servi Investments, LLC, Applicant).
3. Authorize Staff to Solicit Quotes for Equipment Considered in the 2023 Sewer/Water Capital Expenditures Outlay Funds.
4. Authorization to Purchase 6 Aruba Wireless Access Points and Cabling at a Hardware Cost of \$9,105.08 as Budgeted for in the 2023 Police Department Operational Outlay Budget - Account 01-0211-5242.
5. Request from the Director of Health and Human Services to Approve the Franklin Health Department to Accept Monetary Donations in the Amount of \$230 for the 2023 City of Franklin Food Drive.
6. Request from the Director of Health and Human Services to Approve the Purchase of a TimeTap Scheduling Subscription.
7. Request from the Director of Health and Human Services to accept and execute the Grant Contracts for the Following: Prevention Grant, Enhancing Detection and Laboratory, Public Health Emergency Preparedness and Community Readiness Initiative.
8. Request from the Director of Health and Human Services to Accept the Strategic Prevention Framework – Partnerships for Success Grant.
9. Request from the Director of Health and Human Services to Approve the Addition of a .15 FTE Intern Position to the Franklin Health Department Authorized Positions Table.
10. Establish a Community Document Shredding Event with ProShred Security.

11. A Resolution to Enter Agreements with Milwaukee County for Emergency Vehicle Pre-Emption and Lighting Equipment at W. Forest Home Avenue (CTH OO) Intersections with W. St. Martins Road and W. Rawson Avenue (CTH BB).
12. An Agreement with Milwaukee County for Inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) Project from Hi View Drive to W. Speedway Drive.
13. A Resolution for Kueny Architects, LLC to Provide Design Services for Department of Public Works and Fire Campus and a 10,000 Square Foot Department of Public Works Storage Building at 7979 W. Ryan Road in the Amount of \$86,849.50.
14. 2023 Sanitary Sewer User Fee.
15. A Resolution to Vacate Distribution Easement Underground, Grant a New Distribution Easement and Pay Additional Cost to Wisconsin Electric Power Company on the City of Franklin Owned Parcel Described as the North Twelve (12) Feet of the West One-Hundred (100) Feet of Lot 2 of CSM No. 9369 (TKN 931-0006-001) 10100 S. 60th Street.
16. A Resolution to Issue Change Order No. 1 for the Construction of S. 60th Street Sanitary Lift Station Replacement (10100 S. 60th Street) to JH Hassinger, Inc. for an Additional \$7,350 and 196 Days of Final Completion.
17. An Ordinance to Repeal §133-16 Fire Inspection Fees of the Municipal Code, and Ordinance No. 2006-1873 as Amended Thereafter Resulting in the Terms and Provisions of §133-16 Fire Inspection Fees of the Municipal Code.
18. Authorization for the Engineering Department to Cancel a Previous \$28,783 Purchase Order for a Ford Explorer and Purchase a Comparable Chevrolet Traverse for \$31,141.
19. A Resolution to Participate in the Wisconsin Help for Homeowners Program-State of Wisconsin Department of Administration Division of Energy.
20. Two-Year WENS Service Agreement Extension with Inspiron Logistics LLC for the City of Franklin Emergency Notification System for the Period April 22, 2023-April 21, 2025.
21. An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Carry Forward Appropriations from 2022 to 2023 for a Specifically Identified Project in the Amount of \$10,000.
22. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$70,000 in Expenditures from the Buildings Part-Time Personal Services Salary & Benefits Accounts to the Buildings Sundry Contractors Accounts and Authorize Certain Officials to Sign Contract with Dust-Free Cleaning Service, Inc. for Janitorial Services in the Library.
23. *DAL 27th Street Clinic, LLC v City of Franklin*, Milwaukee County Circuit Court Case No. 2021-CV-5746. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Common Council Meeting Agenda

March 7, 2023

Page 4

H. Licenses and Permits: License Committee Meeting of March 7, 2023.

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

J. Adjournment.

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


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

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

REMINDERS:

March 9	Plan Commission	7:00 p.m.
March 21	Common Council Meeting	6:30 p.m.
March 23	Plan Commission	7:00 p.m.
April 3	Common Council Meeting	6:30 p.m.
April 4	Spring Primary	7:00 a.m.-8:00 p.m.
April 6	Plan Commission	7:00 p.m.
April 18	Common Council Meeting	6:30 p.m.
April 20	Plan Commission	7:00 p.m.



<p><b>APPROVAL</b></p> 	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b> 3/07/2023</p>
<p>Reports and Recommendations</p>	<p><b>Light and Unite RED Proclamation</b></p>	<p>ITEM NUMBER B.2.</p>

Background: Light and Unite RED week is a County Wide Annual initiative to shine a spotlight on the dangers of substance misuse. Franklin plans to show support for this campaign by displaying a red pinwheel garden on the Franklin Public Library property and displaying messaging on electronic City information boards. Volition Franklin members will provide community members with educational resources and encourage participation in a variety of community and school-based events throughout the designated week.

\* Members from the coalition will be present at the Common Council Meeting

**COUNCIL ACTION REQUESTED**

No action requested.

# City of Franklin Proclamation

**Whereas**, substance misuse prevention coalitions within Milwaukee County work together annually to shine a spotlight on the dangers of substance misuse and the importance of mental health promotion during Light & Unite Red Week; and

**Whereas**, Light & Unite Red Week will be March 20<sup>th</sup> through March 26<sup>th</sup>, 2023; and

**Whereas**, one of the Milwaukee County community groups partnering in this event is Volition Franklin; and

**Whereas**, the Milwaukee County Medical Examiner's Office estimates there were 678 drug overdose deaths in Milwaukee county in 2022—a 5 percent increase over the last year; and

**Whereas**, Franklin is not immune to substance misuse as evident by local data; and

**Whereas**, awareness, knowledge, and community support serve as protective factors against the misuse of alcohol and other drugs; and local leaders in government, schools, businesses, and citizens have the opportunity to participate in Light & Unite Red week; and

**Whereas**, community members are urged to participate in Light & Unite Red activities and use the color red as a way of symbolizing local efforts to prevent substance misuse and promote mental health awareness; and

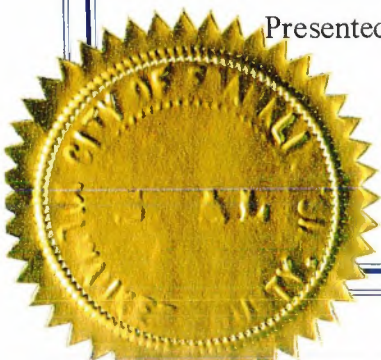
**Whereas**, Volition Franklin will be engaging the community in awareness raising activities and educational events throughout the City during Light & Unite Red week; and

**Whereas**, continued commitment to alcohol, tobacco, and other drug education and prevention are imperative;

**Now Therefore**, be it proclaimed, that I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, on behalf of all the Citizens of Franklin, hereby declare the week of March 20<sup>th</sup>—March 26<sup>th</sup>, 2023 to be Light & Unite Red Week in the City and ask all citizens and businesses to join me in recognizing this week.

Presented to the City of Franklin Common Council this 7<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Stephen R. Olson, Mayor



**APPROVED FEBRUARY 20, 2023**

**CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FEBRUARY 07, 2023  
MINUTES**

Revised G.15\*

**ROLL CALL**

A. The regular meeting of the Franklin Common Council was held on February 07, 2023, and was called to order at 6:30 p.m. by Mayor Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Shari Hanneman, Alderman Mike Barber, and Alderman John R. Nelson. Also in attendance were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson. Alderwoman Kristen Wilhelm was not present.

Mayor Olson asked for a moment of silence for fallen Milwaukee Police Officer Peter Jerving.

**CITIZEN COMMENT**

B. Citizen comment period was opened at 6:32 p.m. and was closed at 6:45 p.m.

**MINUTES  
JANUARY 17, 2023**

C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of January 17, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

**2023 POLICE CAPITAL  
& OPERATING  
BUDGET ITEMS**

G.1. Alderman Barber moved to authorize the release of funds and to approve the purchases of the Police Department 2023 Capital & Operating Budget items. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

**AGREEMENT WITH  
CITY OF WAUKESHA  
FOR FIBER OPTIC  
CABLE AND  
INTERNET NETWORK  
CONSTRUCTION**

G.2. Alderwoman Hanneman moved to authorize the appropriate staff/officials to execute an Intergovernmental Cooperation Agreement between the City of Franklin and the City of Waukesha for Fiber Optic Cable Location and Use for the Fiber Internet Network Construction Project for the City of Franklin municipal business operations as approved by the Common Council back on March 15, 2022; and to further authorize staff to proceed with the bidding phase for construction of the project. Seconded by Alderman Holpfer. All voted Aye; motion carried.

**MEMORANDUM OF  
UNDERSTANDING  
WITH FRANKLIN  
SCHOOL DISTRICT  
FOR FIBER INTERNET  
NETWORK**

G.3. Alderwoman Hanneman moved to authorize the appropriate staff/officials to execute a Memorandum of Understanding between the City of Franklin and the Franklin School District in sharing the cost burden while maintaining a secure private network for the Fiber Internet Network Construction Project for the City of Franklin municipal business operations as approved by the Common Council back on March 15, 2022; and to further authorize staff to proceed with

the bidding phase for construction of the project. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- PURCHASE OF RAPID7 INSIGHT IDR MDR ELITE CLIENT
- G.4. Alderman Holpfer moved to authorize the purchase and payment of Rapid7 Insight IDR MDR Elite Client through CDWG for the period January 1 through December 31, 2023 at a total cost of \$77,280 being charged to General Fund Sundry Contractors IT Budget, Account Number 01-0144-5299. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- SHARE PARK GIS LAYER WITH PRO-WEST & ASSOCIATES, INC. AND WI DEPT OF TOURISM
- G.5. Alderman Barber moved to authorize the City GIS Office to prepare and share the City's "Park" GIS layer, and any other appropriate layers, with Pro-West & Associates, Inc. for use in the Wisconsin Department of Tourism's Wisconsin Office of Outdoor Recreation Asset Collection Project and for the Mayor to further execute the attached "Data Release Agreement for the Wisconsin Department of Tourism's Office of Outdoor Recreation" for this purpose. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- ORD. 2023-2528  
AMEND ORD. 2022-2521 - ADOPTING 2023 ANNUAL BUDGETS
- G.6. Alderman Barber moved to approve Ordinance No. 2023-2528, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND TO PROVIDE \$1,022,930.00 OF MILWAUKEE METROPOLITAN SEWERAGE DISTRICT FUNDS FOR PRIVATE PROPERTY INFLOW AND INFILTRATION PROJECTS. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2023-7937  
CLARK DIETZ, INC. TO PROVIDE INFLOW & INFILTRATION INVESTIGATIVE WORK ON S. 27<sup>TH</sup> ST.
- G.7. Alderman Barber moved to adopt Resolution No. 2023-7937, A RESOLUTION AUTHORIZING CLARK DIETZ, INC. TO PROVIDE PRIVATE PROPERTY INFLOW AND INFILTRATION INVESTIGATIVE WORK FOR MANUFACTURED HOME COMMUNITIES AT 6361 S. 27<sup>TH</sup> STREET (TKN 714-9993-004) AND 6405 S. 27<sup>TH</sup> STREET (TKN 714-9994-001) IN THE AMOUNT OF \$50,240. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-7938  
CLARK DIETZ, INC. TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR SUMP PUMP DISCHARGE LINES
- G.8. Alderman Barber moved to adopt Resolution No. 2023-7938, A RESOLUTION AUTHORIZING CLARK DIETZ, INC. TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR PRIVATE PROPERTY SUMP PUMP DISCHARGE LINES IN THREE NEIGHBORHOODS IN THE AMOUNT OF \$226,440. Seconded by Alderman Nelson. All voted Aye; motion carried.

- REDUCE LIBRARY CUSTODIAL STAFFING IN CITY BUDGET      G.9.      Alderman Holpfer moved to hold over removing one of the Library part-time custodial positions expenditure from the Municipal building table of organization and 01-0181 Personal Services salary and Benefit budget accounts as of February 13, 2023 and also remove the reimbursement from the Library to the Municipal Buildings Allocated Payroll cost Budget Account 01-0181-5199 for one of the City part-time custodial employee positions until the February 20, 2023 Common Council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- SHREDDING EVENT ON MAY 13, 2023      G.10.      Alderman Barber moved to hold over directing Staff to coordinate a Shredding Event with Stericycle for \$2,400 plus Staff overtime and other expenses until the February 20, 2023 Common Council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-7939 CLIFTON LARSON ALLEN, LLC AS AUDITORS FOR 2022, 2023, 2024      G.11.      Alderman Barber moved to adopt Resolution No. 2023-7939, A RESOLUTION APPOINTING CLIFTON LARSON ALLEN, LLC AS AUDITORS FOR THE CITY OF FRANKLIN 2022, 2023 AND 2024 FINANCIAL STATEMENTS with a base annual fee of \$53,400 and authorize certain officials to sign the engagement contracts for these years subject to technical corrections by the City Attorney Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2023-7940 AMEND RES. 2023-7936 AMENDMENT 7 TO RUEKERT & MIELKE, INC. FOR STORM WATER OPTIONS FOR ELM ROAD PROJECT      G.12.      Alderman Barber moved to adopt Resolution No. 2023-7940, A RESOLUTION TO AMEND "RESOLUTION 2023-7936, A RESOLUTION TO AUTHORIZE AMENDMENT 7, TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR FEASIBILITY OF STORM WATER OPTIONS FOR ELM ROAD PROJECT FOR A PROFESSIONAL FEE OF \$49,795 BY INCREASING THE FEE BY \$760 TO ACCOMMODATE ADDITIONAL INSURANCE REQUIREMENTS. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- MOVE STAFF AND BUDGET FOR SECRETARIAL POSITION FROM ENGINEERING TO PLANNING      G.13.      Alderman Barber moved to remove a .5 authorized Secretary position and expenditure from the Engineering table of positions and 01-0321 Personal Services Salary and Benefits budget accounts as of February 13, 2023 and add it to the Planning table of positions and 01-0621 Personal Services Salary and Benefit budget accounts. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- FINANCE CLERK AND ACCOUNTANT POSITIONS      G.14.      Alderman Barber moved to approve consolidation of the .48 Finance Clerk position and the 1 FTE Accountant position to allow for the hiring of 1 full-time AP Accountant at the Salary Grade 4 pay grade. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- RES. 2023-7941  
SERVICE  
AGREEMENT WITH  
PRIMADATA, LLC  
AND BAYSIDE  
PRINTING, LLC
- G.15.\* Alderman Barber moved to adopt Resolution No. 2023-7941, A ~~RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF PLEASANT VIEW RESERVE SUBDIVISION PHASE II A, LOCATED AT W. MARQUETTE AVENUE AND S. 49th COURT.~~ A RESOLUTION TO EXECUTE A THREE-YEAR SERVICE AGREEMENT WITH PRIMADATA, LLC AND BAYSIDE PRINTING, LLC for printing and mailing utility bills. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2023-7942  
PARTIAL 2022  
PROPERTY TAX  
RESCISSION FOR  
#744-1001-000
- G.16. Alderman Holpfer moved to adopt Resolution No. 2023-7942, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION FOR 2022 FOR PARCEL #744-1001-000. The City Attorney stated on the record with regard to the resolution that states the reduction was due to being assessed improperly. This reduction is due to a settlement agreement. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2023-7943  
PARTIAL 2022  
PROPERTY TAX  
RESCISSION FOR  
#714-0003-002
- G.17. Alderman Nelson moved to adopt Resolution No. 2023-7943, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION FOR 2022 FOR PARCEL #714-0003-002. The City Attorney stated on the record with regard to the resolution that states the reduction was due to being assessed improperly. This reduction is due to a settlement agreement. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-7944  
PARTIAL 2022  
PROPERTY TAX  
RESCISSION FOR  
#934-0106-000
- G.18. Alderman Holpfer moved to adopt Resolution No. 2023-7944, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #934-0106-000; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DOR AND SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderman Nelson. All voted Aye; motion carried.
- RES. 2023-7945  
PARTIAL 2022  
PROPERTY TAX  
RESCISSION FOR  
#934-0016-000
- G.19. Alderman Nelson moved to adopt Resolution NO. 2023-7945, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #934-0106-000; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DOR AND SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2023-7946  
PARTIAL 2022
- G.20. Alderman Nelson moved to adopt Resolution No. 2023-7946, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX

PROPERTY TAX  
RESCISSION FOR  
#934-0028-000

RESCISSION AND REFUND FOR 2022 FOR PARCEL #934-0028-000; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DOR AND SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES. 2023-7947  
PARTIAL 2022  
PROPERTY TAX  
RESCISSION FOR  
#797-9998-000

G.21. Alderman Nelson moved to adopt Resolution No. 2023-7947, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #797-9998-000; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DOR AND SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

COW  
RECOMMENDATIONS:

G.22. Upon recommendation from the Committee of the Whole Meeting of February 6, 2023:

FIRE DEPT.  
INFORMATION ON  
FORE & EMS  
SERVICES

(a) No action was taken on the information provided by the Fire Department Administration on information about historic, current, and future provision of Fire and EMS Services in Franklin, for discussion and future decision-making by the Common Council.

STATUS OF REWRITE  
OF UDO

(b) No action was taken on the Status update on the rewrite of the Unified Development Ordinance (UDO).

ORD. TO REPEAL  
CHAPTER 165 OF  
MUNICIPAL CODE  
AND RENAME  
CHAPTER 129

(c) Alderman Nelson moved to table An Ordinance to Repeal Chapter 165 of the Municipal Code and to Repeal and Recreate Chapter 129 of the Municipal Code and to Rename Chapter 129 From "Filling and Grading" to "Land Disturbing Construction Activities until the February 20, 2023 Council Meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

AMEND §207-21  
WATER MAIN  
LATERALS

(d) No action was taken on an Ordinance to Amend §207-21 of the Municipal Code Regarding Special Assessments of Water Main Laterals.

WI STATE-LOCAL  
GOVERNMENT  
OPIOID BANKRUPTCY  
MOU

G.23. No action was taken on a Resolution Approving and Authorizing the Execution and Delivery of a Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding.

UNUSED 2022  
APPROPRIATIONS  
FOR USE IN 2023

G.24. Alderwoman Eichmann moved to authorize the carry forward of unused 2022 appropriations, for use in 2023, in the amount of \$10,000 for Election Supplies/Printing and direct staff to prepare a 2022 Budget

modification for the same, for Council consideration. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

LICENSES AND  
PERMITS

H. Alderwoman Hanneman moved to approve the following licenses:

Grant 2022-2023 Operator License to the following: April Gagliano, Jacob McCown, & Amy Rendall;

Grant "Class A" Beer & Liquor Change of Agent to: Kwik Trip #857, Michael Roberts, 10750 W Speedway Dr;

Grant 2022-2023 Day Care License Renewal to: KinderCare, 6350 S 108<sup>th</sup> St, Theresa Castronovo, Manager;

Approve the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to Franklin Police Department – National Night Out – Temporary Entertainment & Amusement, Food License, 8/7/2023, 6 - 9 p.m.; Franklin Public Library, 9151 W Loomis Rd;

Approve the Amendment to Public Grant Application for Opening Hours of Civic Celebration Event on 7/1/2023 changing opening hour from 3 p.m. to noon (Operating Hours will be noon to 11 p.m.), John Bergner, Chairman of Civic Celebration Commission;

Grant Temporary Entertainment & Amusement to the following:

- 1) Rainbow Valley Rides, Inc – 4<sup>th</sup> of July Festivities, Ronald Kedrowicz, 9229 W Loomis Rd, 6/30-7/2/2023
- 2) Civic Celebration Committee – Independence Celebration, John Bergner, 9229 W Loomis Rd, 6/30-7/2/2023 (Fireworks to be permitted thru FPD)

Grant Temporary "Class B" Beer & Wine to: Civic Celebration Committee-Independence Day Celebration, John Bergner, 9229 W Loomis Rd, 6/30-7/2/2023;

Hold Fireworks Display Process until next meeting; and  
Hold Extraordinary Events Discussion until next meeting.

Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND  
PAYROLL

I. Alderman Holpfer moved to approve City vouchers with an ending date of February 2, 2023, in the amount of \$3,685,198.71 and Property Tax disbursements with an ending date of January 30, 2023 in the amount of \$22,485,072.55 and payroll dated January 27, 2023 in the amount of \$516,145.44 and payments of the various payroll deductions in the amount of \$591,395.42, plus City matching payments and estimated payroll dated February 10, 2023 in the amount of \$435,000 and payments of the various payroll deductions in the amount of \$245,000, plus City matching payment. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.



CLOSED SESSION  
BPC COUNTY LAND,  
LLC. V. CITY OF  
FRANKLIN

- G.25. Alderman Holpfer moved to enter closed session at 7:12 p.m. pursuant to Wis. Stats. As *BPC County Land, LLC v City of Franklin*, Milwaukee County Circuit Court Case Nos. 2019-CV-8963 and 2021-CV-5581 are litigation matters which are in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call; all voted Aye. Motion carried.

Upon reentering open session at 7:47 p.m., no action was taken.

Mayor Olson requested taking a seven-minute recess at 7:47 p.m. Mayor Olson reconvened the meeting at 7:54 p.m.

CLOSED SESSION  
CODE OF CONDUCT

- G.26. Alderman Barber moved to enter closed session at 7:55 p.m. pursuant to Wis. Stat. § 19.85(1)(1) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call; all voted Aye. Motion carried.

Upon reentering open session at 8:09 p.m., no action was taken.

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 8:09 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

**BLANK PAGE**

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FEBRUARY 20, 2023  
MINUTES

- ROLL CALL                   A.       The regular meeting of the Franklin Common Council was held on February 20, 2023, and was called to order at 6:30 p.m. by Mayor Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber, and Alderman John R. Nelson. Also in attendance were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski joined at 6:41 p.m., and City Clerk Karen Kastenson.
- CITIZEN COMMENT        B.       Citizen comment period was opened at 6:31 p.m. and was closed at 6:33 p.m.
- MINUTES  
FEBRUARY 7, 2023       C.       Alderman Barber moved to approve the minutes of the regular Common Council meeting of February 7, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- PRESENTATION  
FROM  
NORTHWESTERN  
MUTUAL                   G.1.     No action was taken on the information provided by Northwestern Mutual representatives on their decision to move employees and operations from the Franklin campus.
- LICENSES AND  
PERMITS                   H.       Alderwoman Hanneman moved to approve the following licenses:  
  
Approve the Extraordinary Entertainment & Special Event Permit to Mulligan’s Irish Pub & Grill – St. Patrick’s Day Party, Brian Francis, 8933 S 27th Street, 3/17/2003;  
Grant 2022-2023 Operator License to Nicholas A. Cihler;  
Denied 2022-2023 Operator License to Nicole L. Stankowski due to habitual law offender;  
Grant “Class B” Beer & Liquor Change of Agent to Milwaukee Burger Company, Jessica Cullen, 6421 S 27th Street;  
Approve the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to Franklin Lioness Club – St. Martin’s Fair, St Martin’s Fair Permit, Temporary Class “B” Beer and Wine License and Operator Licenses, St. Martin’s Labor Day Fair; 9/3/23 – 9/4/23;  
Hold discussion of fireworks display process for clarification and update from city attorney; and  
Hold discussion of extraordinary events for Committee of the Whole meeting on March 6, 2023.

Seconded by Alderman Barber. All voted Aye; motion carried.

- |  |      |  |
|--|------|--|
| CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDS   | G.2. | Alderman Barber moved to approve the awarded Coronavirus Emergency Supplemental Funds: State, County, Local, and Tribal Criminal Justice (2020) Grant of \$17,500. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.   |
| PURCHASE OF TWO LTO-9 TAPE DRIVES AND CLEANING CARTIRDGES  | G.3. | Alderman Holpfer moved to authorize the purchase of two LTO-9 tape drives and cleaning cartridges from CDW-G at a total cost of \$13,018.22 as budgeted for in the 2023 Information Services Computer Equipment Capital Outlay Budget – Account 41-0144-5841. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.  |
| ORD. 2023-2529 AMEND ORD. 2005-1838 - ADOPTING 2023 ESTABLISHING BENEFITS, SPECIAL PAY & CONDITIONS OF EMPLOYMENT FOR FULL TIME NON-REPRESENTED FIRE DEPARTMENT COMMANDERS | G.4. | Alderman Nelson moved to adopt Ordinance No. 2023-2529, AN ORDINANCE TO AMEND ORDINANCE NO. 2005-1838, AN ORDINANCE ESTABLISHING BENEFITS, SPECIAL PAY PRACTICES AND CONDITIONS OF EMPLOYMENT FOR ALL FULL TIME NON-REPRESENTED FIRE DEPARTMENT COMMANDERS OF THE CITY OF FRANKLIN, TO REMOVE THE RESIDENCY REQUIREMENT FOR THE FIRE CHIEF. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.  |
| \$750.00 DONATION FROM CARMA LABORATORIES, INC.  | G.5. | Alderwoman Wilhelm moved to accept a \$750 donation from Carma Laboratories Inc. and to spend the Donation Funding on Franklin Fire Department's Public Education Initiatives. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.   |
| ORD. 2023-2530 AMEND ORD. 2021-2486 - ADOPTING 2022 ANNUAL BUDGETS   | G.6. | Alderwoman Wilhelm moved to adopt Ordinance No. 2023-2530, AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$43,500 OF UNRESTRICTED CONTINGENCY TO THE FIRE DEPARTMENT EQUIPMENT MAINTENANCE ACCOUNT. City Attorney Wesolowski added to the motion with regard to the ordinance a change to the statutory citation in Section 2 to §65.90(5)(ar) with regard to notice on the City's website. Seconded by Alderman Holpfer. On a roll call; all voted Aye. Motion carried. |
| FEMA SAFER GRANT FOR FISCAL YEAR 2022  | G.7. | Alderman Barber moved to approve to apply for a Federal Emergency Management Administration (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for fiscal year 2022, in order to fund up to six Firefighter-Paramedic FTEs for a period of 36 months with the total award expected to be between \$2.5M and \$2.7M.  |

Seconded by Alderwoman Hanneman. On a roll call vote, all voted Aye. Motion carried.

- |  |       |  |
|--|-------|--|
| APPROPRIATION FROM EXISTING ESCROWED STATE GRANT FUNDING TO COVER COST OVER-RUN ON REPAIR OF AMBULANCE 114 | G.8.  | Alderwoman Eichmann moved to approve for an appropriation of an additional \$5,628.17 from existing escrowed State Grant Funding to cover unanticipated cost over-run on repair of Ambulance 114 for engine block replacement. Seconded by Alderman Barber. All voted Aye; motion carried.   |
| REPEAL FRANKLIN ORD. 2006-1873   | G.9.  | Alderwoman Wilhelm moved to approve to Repeal Franklin Ordinance No. 2006-1873, which requires the fire department to charge fees for required annual fire inspections of all multi-family occupancies, businesses and non-profits. Seconded by Alderman Barber. All voted Aye; motion carried.  |
| 2022 QUARRY MONITORING REPORTS   | G.10. | Alderman Nelson moved to receive and place on file the 2022 Quarry Monitoring Reports. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.   |
| TO REPEAL CHAPTER 165 OF MUNICIPAL CODE AND RENAME CHAPTER 129   | G.11. | No action taken on an update to Item D from the February 6, 2023 Committee of the Whole Meeting, "An Ordinance to Repeal Chapter 165 of the Municipal Code and to Repeal and Recreate Chapter 129 of the Municipal Code and to Rename Chapter 129 from 'Filling and Grading' to 'Land Disturbing Construction Activities.'" Item dies for lack of motion.                                    |
| AGREEMENT WITH MILWAUKEE CO. FOR INCLUSION OF CITY INFRASTRUCTURE IN THE W. FOREST HOME AVE. PROJECT       | G.12. | Alderman Nelson moved to table a Resolution to enter into an Agreement with Milwaukee County for Inclusion of City Infrastructure in the W. Forest Home Avenue (CTH 00) project from Hi View Drive to W. Speedway Drive and Direct Staff to Include Expenditures in the 2024 Budget until the March 7, 2023 Council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| RES. 2023-7948 DEDICATE A GREEN INFRASTRUCTURE TEN-YEAR MAINTENANCE COVENANT                               | G.13. | Alderwoman Hanneman moved to adopt Resolution No. 2023-7948 A RESOLUTION TO DEDICATE A GREEN INFRASTRUCTURE TEN-YEAR MAINTENANCE COVENANT FOR HICKORY STREET BIOSWALES (PUBLIC RIGHT-OF-WAY BETWEEN W. OAKWOOD ROAD AND W. ELM ROAD). Seconded by Alderman Barber. All voted Aye; motion carried.  |
| EMERGENCY VEHICLE PRE-EMPTION AND LIGHTING   | G.20. | Alderwoman Hanneman moved to table a Resolution approving to enter an agreement with Milwaukee County for emergency vehicle pre-emption equipment and lighting equipment at W. Forest Home Avenue (CTH 00) intersection with W. St. Martins Road and a   |

EQUIPMENT

supplemental agreement to add lighting equipment to existing emergency vehicle pre-emption equipment at W. Forest Home Avenue (CTH 00) intersection with W. Rawson Avenue (CTH BB) until the March 7, 2023 Council meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

SHREDDING EVENT  
WITH PROSHRED  
SECURITY

G.14. Alderwoman Wilhelm moved to direct staff to finalize an agreement and coordinate a Community Document Shredding Event with ProShred Security with potential date September 23, 2023. Seconded by Alderman Nelson. All voted Aye; motion carried.

REDUCE LIBRARY  
CUSTODIAL  
STAFFING IN CITY  
BUDGET

G.15. Alderwoman Wilhelm moved to table the removal of one of the Library part-time custodial positions expenditure from the Municipal Buildings table of organization and 01-0181 Personal Services Salary and Benefits budget accounts as of (date to be determined) and also remove the reimbursement from the Library to the Municipal Building Allocated Payroll Cost Budget Account 01-0181-5199 for one of the City part-time custodial employee positions until the Library Director brings this item back to Council. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2023-7949  
PARTIAL 2022  
PROPERTY TAX  
RESCISSION FOR  
#714-004-001

G.16. Alderwoman Hanneman moved to adopt Resolution No. 2023-7949, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION FOR 2022 FOR PARCEL #714-0004-001; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DOR AND SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES and subject to and pending review and approval of the property tax rescission by the Board of Review. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2023-7950  
US BANK AS TRUST  
INVESTMENT  
MANAGER

G.17. Alderman Barber moved to adopt Resolution No. 2023-7950, A RESOLUTION APPOINTING US BANK AS TRUST INVESTMENT MANAGER AND TO PROVIDE TRUST ADVISORY SERVICES FOR THE CITY OF FRANKLIN OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST ACCOUNT. Seconded by Alderman Holpfer. All voted Aye; motion carried.

ORD. 2023-2531  
AMEND ORD. 2022-  
2521 - ADOPTING 2023  
ANNUAL BUDGETS

G.18. Alderwoman Hanneman moved to adopt Ordinance No. 2023-2531, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$30,380 IN EXPENDITURES FROM THE ENGINEERING PERSONAL SERVICES SALARY AND BENEFIT ACCOUNTS TO THE PLANNING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS. City Attorney Wesolowski added to the motion with regard to the ordinance a change to the statutory citation in Section 2

to §65.90(5)(ar) with regard to notice on the City's website. Seconded by Alderman Barber. On a roll call, all voted Aye. Motion carried.

- RES. 2023-7951  
GOVERNMENT  
OPIOID BANKRUPTCY  
MEMORANDUM OF  
UNDERSTANDING
- G.19. Alderman Barber moved to adopt Resolution NO. 2023-7951, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A WISCONSIN STATE-LOCAL GOVERNMENT OPIOID BANKRUPTCY MEMORANDUM OF UNDERSTANDING. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2023-7952  
DEVELOPMENT  
AGREEMENT SAPUTO  
CHEESE USA, INC.
- G.21. Alderman Barber moved to adopt Resolution NO. 2023-7952, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND SAPUTO CHEESE USA, INC. Seconded by Alderwoman Hanneman. On a roll call, all voted Aye. Motion carried.
- DEVELOPMENT  
AGREEMENT SAPUTO  
CHEESE USA, INC.
- G.22. Alderman Barber moved to adopt a Resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Saputo Cheese USA, Inc., located at 2895 W. Oakwood Road, TKN 951-9994-003, subject to potential changes to the agreement, with the final form and content to be approved by the City Engineer and City Attorney. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. The original motion was withdrawn by Alderman Barber. Alderwoman Hanneman withdrew her second.
- Alderman Holpfer tabled until the City Engineer brings the item back to the Council. Seconded by Alderman Barber. All voted Aye; motion carried.
- VOUCHERS AND  
PAYROLL
- I. Alderman Barber moved to approve City vouchers with an ending date of February 16, 2023, in the amount of \$1,656,828.73 and Property Tax disbursements with an ending date of February 16, 2023 in the amount of \$31,119.14 and payroll dated February 10, 2023 in the amount of \$442,630.59 and payments of the various payroll deductions in the amount of \$230,709.09, plus City matching payments and estimated payroll dated February 24, 2023 in the amount of \$440,000 and payments of the various payroll deductions in the amount of \$505,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.
- CLOSED SESSION  
BPC COUNTY LAND,  
LLC. V. CITY OF
- G.23. Alderwoman Eichmann moved to enter into closed session at 8:10 p.m. pursuant to Wis. Stats. *As BPC County Land, LLC v City of Franklin, Milwaukee County Circuit Court Case Nos. 2019-CV-8963 and 2021-*

FRANKLIN

CV-5581 are litigation matters which are in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, 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.

Mayor Olson called for a five-minute recess. Reconvened in closed at 8:15.

Upon reentering open session at 8:32 p.m., no action was taken.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting of the Common Council at 8:32 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.



CITY OF FRANKLIN  
NOTICE OF PUBLIC HEARING

The Common Council of the City of Franklin will hold a public hearing Tuesday, March 7, 2023, at 6:30 p.m. or as soon thereafter as the matter may be heard in the Common Council Chambers of Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, upon a resolution introduced at the Common Council meeting held January 3, 2023, and which proposes the vacation of approximately 0.57 acres of right-of-way previously used for service road purposes which abuts the south side of West Ryan Road (STH 100) from South 60th Street to South 58th Street and which is abutted on its south boundary by the 5921 West Ryan Road (Tax Key No. 899-9991-002), 5921 West Ryan Road (Tax Key No. 899-9991-003) and 5825 West Ryan Road (Tax Key No. 899-9991-004) properties, respectively, which is bounded and legally described as follows:

Being a part of the recorded Certified Survey map No. 1330, Document # 4538848, Reel # 542 Image # 304-305, Recorded on July 27, 1970 at Milwaukee County Register of Deeds, also being a part of the NW 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, bounded and described as follows:

Commencing at the Northwest corner of said NW 1/4 of Section 26; thence S0°24'28"E along the West line of said 1/4 of Section, 110.02 feet to a point; thence N88°22'10"E, 45.01 feet to a point of beginning of the land to be described; thence continuing N88°22'10"E, 499.98 feet to a point; thence N00°24'28"W, 50.01 feet to a point; thence S88°22'10"W, 499.98 feet to a point; thence S0°24'28"E, 50.01 feet to a place of beginning.

Said lands containing 25004.0 square feet or 0.57 acres.


The legal description and map of the area involved and a copy of the proposed resolution are on file in the Office of the City Clerk of Franklin, Wisconsin. This public hearing is being held pursuant to the requirements of §§66.1003(4)(b) and (8)(b). of the Wisconsin Statutes. A copy of the proposed resolution in draft form is available and open for inspection by the public in the office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The public is invited to attend the public hearing and to provide input. The proposed draft form resolution is subject to revisions following public hearing and the further consideration by the Plan Commission and the City of Franklin Common Council.

Dated this \_\_\_\_ day of January, 2023.

Karen L. Kastenson  
City Clerk

N.B. Class III

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 7, 2023
Reports & Recommendations  	<p style="text-align: center;"><b>Vacate Approximately 0.57 Acres of            Right-of-Way Previously Used for Service Road Purposes            Which Abuts the South Side of West Ryan Road (STH 100)            From South 60th Street to South 58th Street and            Which is Abutted on Its South Boundary by the            5921 West Ryan Road (Tax Key No. 899-9991-002),            5921 West Ryan Road (Tax Key No. 899-9991-003) and            5825 West Ryan Road (Tax Key No. 899-9991-004) properties</b></p>	ITEM NO.  G.I.

A Public Hearing concerning this item is on the March 7, 2023 Common Council agenda.

It is anticipated that this item will be on the March 23, 2023 Plan Commission meeting and will return to the Common Council on April 3, 2023.

**RECOMMENDATION**


A motion to table this item to the April 3, 2023 Common council meeting following the March 23, 2023 Plan Commission meeting for recommendation.

-or

Such other action as the Common Council may determine.

Engineering: GEM

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/07/23
REPORTS & RECOMMENDATIONS  	<b>A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR TESS CREEK ESTATES SUBDIVISION (AT 11595 AND 11600 WEST FOREST HOME AVENUE)  (P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT)</b>	ITEM NUMBER  G. 2.

At the February 23, 2023, regular meeting, the Plan Commission carried a motion to recommend approval of a resolution conditionally approving a Final Plat for Tess Creek Estates subdivision (at 11595 and 11600 West Forest Home Avenue) contingent on receipt of a letter of closure from the DNR prior to construction activities (condition #9).

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2023-\_\_\_\_\_, conditionally approving a final plat for Tess Creek Estates subdivision (at 11595 and 11600 West Forest Home Avenue) (P. Kenneth Servi, Servi Investments, LLC, applicant).

## RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A  
FINAL PLAT FOR TESS CREEK ESTATES SUBDIVISION  
(AT 11595 AND 11600 WEST FOREST HOME AVENUE)  
(P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for Tess Creek Estates subdivision, such plat being Parcel 1 of Certified Survey Map No. 6508 and Lot 1 of Certified Survey Map No. 9289 located in the Northwest 1/4 of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 7, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, said lands containing 440,001 square feet or 10.101 acres, more specifically, of the properties located at 11595 and 11600 West Forest Home Avenue, bearing Tax Key Nos. 751-9001-000 and 796-9987-001, P. Kenneth Servi, Servi Investments, LLC, applicant; said Final Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the City Planning Department and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 23, 2023, 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 final plat 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 Final Plat of Tess Creek Estates subdivision, as submitted by P. Kenneth Servi, Servi Investments, 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, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
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. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the

P. KENNETH SERVI, SERVI INVESTMENTS, LLC - FINAL PLAT FOR TESS CREEK  
ESTATES SUBDIVISION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 2

provision of public improvements reasonably necessary, respectively, and §15-8.0101 and §15-2.0303 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final Plat for Tess Creek Estates subdivision; a Subdivision Development Agreement (“Subdivider’s Agreement”), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit or a performance bond in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by P. Kenneth Servi, Servi Investments, LLC prior to the recording of the Final Plat.

4. Each and any easement shown on the Final Plat 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 Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners’ association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.
6. Forest Home Investors, LLC, successors and assigns and any developer of Tess Creek Estates 17 lot single-family residential subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for Tess Creek Estates 17 lot single-family residential subdivision development, 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.
7. The approval granted hereunder is conditional upon P. Kenneth Servi, Servi Investments, LLC and Tess Creek Estates 17 lot single-family residential subdivision

P. KENNETH SERVI, SERVI INVESTMENTS, LLC - FINAL PLAT FOR TESS CREEK  
ESTATES SUBDIVISION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 3

development project for the properties located at 11595 and 11600 West Forest Home Avenue: (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.

8. The Tess Creek Estates 17 lot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
9. This final plat approval is contingent on receipt of a letter of closure from the Department of Natural Resources (DNR) prior to construction activities.
10. The applicant shall address the Engineering Department comments in staff memorandum dated January 30, 2023, for Engineering Department review and approval, prior to the recording of the Final Plat.
11. Final Engineering Department approval of the grading, erosion control and storm water management plan is required prior to recording the Final Plat.
12. Final Engineering Department approval of sewer and water extensions is required prior to recording the Final Plat.
13. Prior to recording Final Plat, submit all documentation required per Section 15-7.0603 for City Attorney review.
14. The applicant shall submit a written conservation easement, landscape bufferyard easement, temporary turn around easement, storm drainage easement and stormwater management access easement for City staff review and Common Council approval. These easements shall be recorded with the Milwaukee County Register of Deeds Office concurrently with recording of the Final Plat.

BE IT FURTHER RESOLVED, that the Final Plat of Tess Creek Estates subdivision development, 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 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months 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 final plat, the City Clerk is hereby directed to obtain the recording of the Final Plat of Tess Creek Estates subdivision with the Office of the Register of Deeds for Milwaukee County.



P. KENNETH SERVI, SERVI INVESTMENTS, LLC - FINAL PLAT FOR TESS CREEK  
ESTATES SUBDIVISION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 4

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

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

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk  
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



REPORT TO THE PLAN COMMISSION

Meeting of February 23, 2023

Final Plat

**RECOMMENDATION:** City Development staff recommends to table this Final Plat application until the applicant obtains the Final Case Closure of the Rawson Contractors Yard, Remediation and Redevelopment site.

---

<b>Project name:</b>	<b>Tess Creek Estates subdivision, Final Plat</b>
<b>Property Owner:</b>	Forest Home Investors, LLC
<b>Applicant:</b>	Forest Home Investors, LLC
<b>Agent:</b>	Christopher Jackson. CJ Engineering, LLC
<b>Property Address/TKN:</b>	11595 & 11600 W Forest Home Avenue 751 9001 000 & 796 9987 001
<b>Aldermanic District:</b>	District 6
<b>Zoning District:</b>	R-8 Multiple-Family Residence District, FC Floodplain Conservancy District and FW Floodway District
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP, Principal Planner
<b>Submittal date:</b>	11-22-2022 (deemed complete on 01-17-2023)
<b>Application number:</b>	PPZ23-0003

---

Please note:

- Staff recommendations are *underlined, in italics.*

**INTRODUCTION:**

Final Plat application for the Tess Creek Estates subdivision. The proposed subdivision consist of 17 single-family residential lots served by the “West Tess Creek Street”, designed to the typical minor street standards of UDO Table 15-5.0103 and with a temporary turnaround easement. In the future this street may be extended to provide access to future development to the east. This subdivision would also include an outlot for floodplain, wetlands, stormwater basin and existing fuel substation. It is worth noting the presence of a fuel line easement crossing the entire subdivision.

On March 15, 2022, the Common Council adopted Resolution 2022-7838 conditionally approving the Preliminary Plat for this subdivision with 15 conditions.

Pursuant to Wisconsin Statutes §236.11(2)(a)., the approving authority (Common Council) shall take action within 60 days of application submittal unless a time extension is granted by the applicant, this time frame will expire on March 18, 2023. This item is tentatively scheduled for the March 7, Common Council meeting.

## PROJECT DESCRIPTION AND ANALYSIS:

On January 30, 2023, City Development staff sent a memorandum to the applicant with 14 review comments, most of these comments have been addressed in the response memo submitted by the applicant on February 13.

With regards comment #6, per Resolution 2022-7838 conditionally approving the Preliminary Plat, condition #6 states that: “The applicant must obtain the Final Case Closure of the Rawson Contractors Yard, Remediation and Redevelopment site, and adhere to any Continuing Obligations prior to the approval of the Final Plat or any land disturbance activity”. Even though the applicant submitted a Site Investigation Report to the DNR on January 19, 2023, this case is still open as of writing of this staff report (appendix #1). Given the vapor intrusion risk for the proposed residential development as noted in letter from the Department of Natural Resources (DNR) dated April 6, 2021 (appendix #2), City Development staff recommends to table this Final Plat application until the applicant obtains the Final Case Closure of the Rawson Contractors Yard, Remediation and Redevelopment site. This letter from the DNR was also referenced in the staff report last year for the Special Use permit and Preliminary Plat.

In review of the Final Plat, Conservation Easement, Landscape Bufferyard Easement and other documents provided, recommended conditions have been added to the Final Plat draft resolution. These conditions must be addressed prior to the recording of the Final Plat.

## STAFF RECOMMENDATION:

City Development staff recommends to table this Final Plat application until the applicant obtains the Final Case Closure of the Rawson Contractors Yard, Remediation and Redevelopment site. A motion to table would need a time extension in writing from the applicant.

Alternatively, should the Plan Commission wish to recommend approval of this Final Plat, City Development staff recommends the following condition of approval: The applicant must obtain the Final Case Closure of the Rawson Contractors Yard, Remediation and Redevelopment site, prior to recording of the Final Plat The applicant must adhere to any Continuing Obligations for this site (condition #9). This condition defers the case closure requirement to the recording stage.

## Appendices

1. Remediation and Redevelopment (RR) database record, Rawson Contractors Yard. Consulted on February 15, 2023.
2. Vapor Intrusion – Short Term Risks for Trichloroethylene Vapors, Vapor Intrusion Pathway Assessment, and Immediate and Interim Actions, letter from the Department of Natural Resources dated April 6, 2021.



# Appendix #1



## ENVIRONMENTAL CLEANUP & BROWNFIELDS REDEVELOPMENT BRRTS ON THE WEB

>> SEARCH >> RESULTS >> ACTIVITY

Click the Location Name or FID below to view the Location Details page. If additional Activities are present at this location, they may be accessed from Location Details.

### ACTIVITY DETAILS























#### 02-41-548631 RAWSON CONTRACTORS YARD










Status	Activity Type	Jurisdiction		
OPEN	ERP	DNR RR		
Location Name	County	DNR Region		
<u>WEST SHORE - ST MARTINS JUNCTION (JT)</u>	MILWAUKEE	SOUTHEAST		
Address	Municipality			
11600 W FOREST HOME AVE	FRANKLIN			
PLSS Description	Latitude (WGS84)	Longitude (WGS84)	Google Maps	RR Sites Map
NW 1/4 of the SE 1/4 of Sec 07, T05N, R21E	42 9086637	-88.0565159		
Additional Location Description				
Additional Activity Details				Acres
				5
Facility ID	PECFA No	EPA ID	Start Date	End Date
<u>241438230</u>			2007-01-05	

PECFA Funds Eligible	EPA Superfund	EPA NPL Site	Above Ground Petrol Tank	Underground Petrol Tank	Drycleaner	PFAS	Sediments	WI DOT Site
----------------------	---------------	--------------	--------------------------	-------------------------	------------	------	-----------	-------------

Records related to the site are documents that were available at the time the scanned paper or electronic file was uploaded. Records withheld by the department due to confidentiality, attorney-client privilege, and other sensitive records, as well as lab data, may not be included. Additional records associated with the site may or may not be accessible through an open records request through DNR or another state agency (see Jurisdiction above).

Date	Code	Name	File	Comment
2023-01-27	198	<u>Request for Additional Information (Fee-Based or Closure)</u>		ADD INFO REQUESTED
2023-01-19	137	<u>Site Investigation Report (SIR) Received (fee)</u>		REC'D CK #8340 \$1050
2023-01-13	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 7/1/2022 - 12/31/2022
2022-08-24	30	<u>Site Investigation Workplan (SIWP) Notice to Proceed (NIP)</u>		
2022-08-19	118	<u>PFAS Sampling Not Required At This Time</u>		
2022-08-15	35	<u>Site Investigation Workplan (SIWP) Received (non-fee)</u>		
2022-08-15	114	<u>PFAS Scoping Statement Received</u>		WITHIN THE SIWP

Date	Code	Name	File	Comment
2022-07-01	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 1/1/2022 6/30/2022
2022-01-04	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 7/1/2021 12/31/2021
2021-07-12	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 1/1/2021 - 6/30/2021
2021-05-13	43	Site Activity Status Update Received		STATUS REPORT RECENT SOIL BORINGS ANALYTICAL AND PROJECT OVERVIEW
2021-04-06	130	<u>DNR Regulatory Reminder Sent</u>		VAPOR INTRUSION AND TCE REMINDER LETTER
2020-08-17	130	<u>DNR Regulatory Reminder Sent</u>		EMERGING CONTAMINANTS REMINDER LETTER
2020-03-24	99	Miscellaneous		SITE STATUS UPDATE RP WORKING WITH CITY OF FRANKLIN ON REDEVELOPMENT
2019-08-21	99	Miscellaneous		REQUEST FOR UPDATE ON REDEVELOPMENT PLANS & CONSULTANT HIRING OWNER TO INVESTIGATE CONTAMINATION .
2019-07-03	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 1/1/2019 6/30/2019
2019-06-24	99	Miscellaneous		EMAIL FROM PROPERTY OWNER WORKING ON REDEVELOPING PROPERTY PLANS TO HIRE A CONSULTANT
2019-06-10	200	<u>Push Action Taken</u>		STATUS UPDATED REQUEST
2019-01-25	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 7/1/2018 - 12/31/2018
2018-07-02	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 1/1/2018 6/30/2018
2018-01-26	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 7/1/2017 - 12/31/2017
2017-07-06	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 1/1/2017 - 6/30/2017
2017-01-23	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 7/1/2016 - 12/31/2016
2016-07-15	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 1/1/2016 6/30/2016
2016-04-15	99	Miscellaneous		REC D RESPONSE TO MARCH 2016 UPDATE REQUEST LETTER RP IS WORKING ON FINANCES
2016-03-17	200	<u>Push Action Taken</u>		STATUS UPDATE REQUEST LETTER
2016-01-15	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 7/1/2015 12/31/2015
2015-07-10	195	<u>Semi-Annual/PECFA Cost Reporting (NR700) Requirement Met</u>		Period 1/1/2015 - 6/30/2015
2014-07-25	99	Miscellaneous		REC D CALL FROM KEN SERVI (262 695 2900) WILL FOLLOW UP AND SEND SITE UPDATE
2014-06-30	200	Push Action Taken		LTR SENT
2012-03-19	99	Miscellaneous		REC D LTR RE STATUS OF REMEDIATION WORK
2012-03-06	200	<u>Push Action Taken</u>		PUSH LETTER SENT
2011-09-07	130	<u>DNR Regulatory Reminder Sent</u>		Vapor Intrusion (VI) Assessment Notification Ltr Sent
2009-03-04	149	<u>Remedial Action (RA) Design Report Approved</u>		

Date	Code	Name	File	Comment
2008-08-11	99	<u>Miscellaneous</u>		REC D DISPOSAL EXEMPTION REQUEST
2008-08-11	37	<u>Site Investigation Report (SIR) Received (non-fee)</u>		REC D SI
2008-08-11	147	<u>Remedial Action (RA) Design Report Received (non-fee)</u>		REC D RAP
2008-05-14	97	<u>Technical Assistance Request Received (fee)</u>		REC D CK# 1169 \$500 00 RAWSON CONTRACTORS SITE MEETING
2008-05-14	98	<u>Technical Assistance Provided</u>		REC D CK# 1169 \$500 00 RAWSON CONTRACTORS SITE MEETING
2008-04-09	7	<u>Environmental Consultant Hired</u>		SYMBIONT
2008-04-09	35	<u>Site Investigation Workplan (SIWP) Received (non-fee)</u>		
2007-10-03	36	<u>Site Investigation Workplan (SIWP) Approved</u>		LETTER SENT
2007-07-19	135	<u>Site Investigation Workplan (SIWP) Received (fee)</u>		REC D CK# 000927 \$500 00
2007-04-23	80	<u>Closure Not Recommended</u>		LETTER SENT
2007-01-29	2	<u>Responsible Party (RP) Letter sent</u>		
2007-01-08	79	<u>Case Closure Review Request Received</u>		REC'D CK# 000846 \$750 00
2007-01-05	1	<u>Notification of Hazardous Substance Discharge</u>		

---

Substance	Type	Amt Released	Units
Polynuclear Aromatic Hydrocarbons	Petroleum		

---

FOREST HOME INVESTORS LLC PO BOX 91 SUSSEX, WI 53089

RILEY NEUMANN [riley.neumann@wisconsin.gov](mailto:riley.neumann@wisconsin.gov)

BRRTS data comes from various sources, both internal and external to DNR. There may be omissions and errors in the data and delays in updating new information.

548631 | 02-41-548631



April 6, 2021

## Appendix #2

KEN SERVI  
1007 N PINEGROVE CT VILLA 34  
HARTLAND WI 53029

Subject Vapor Intrusion – Short Term Risks for Trichloroethylene Vapors, Vapor Intrusion Pathway Assessment, and Immediate and Interim Actions  
RAWSON CONTRACTORS YARD  
11600 W FOREST HOME AVE, FRANKLIN, WI  
BRRTS# 02-41-548631 FID# 241438230

Dear Sir or Madam

This letter is being sent to all Responsible Parties (RPs) that currently have an active contamination response site on the Department of Natural Resources (DNR's) Bureau for Remediation and Redevelopment Tracking System (BRRTS). It reiterates and enhances information about vapor intrusion risk that has been previously provided to you by DNR, either in a letter sent by DNR in 2011 regarding assessment of the vapor pathway or in your responsible party letter if your case was opened after 2011. Recent studies indicate that vaporized trichloroethylene (TCE) in indoor air is more toxic than previously understood and the risk posed by TCE vapors requires an immediate response when women of child-bearing years are present.

**The purpose of this letter is to communicate three points related to vapor intrusion:**

- 1. TCE poses short-term risks to human health that justify accelerated assessment, investigation and mitigation of the vapor intrusion pathway.**
2. Assessment of the vapor intrusion pathway is part of the investigation process and should be assessed as early as possible and routinely re-assessed throughout the life of a project.
3. Immediate and interim actions may be necessary early in the site investigation process to protect human health from contaminated vapors.

We encourage you to discuss this information with your environmental consultant. The DNR believes the health risks of TCE vapors are serious enough that it should be one of *the first things* evaluated as part of a site investigation, especially at sites where contamination may impact sensitive populations. RPs should be diligent about screening for TCE in vapors as early in the site investigation process as possible, to determine if immediate actions are warranted to reduce harmful exposure.

Unfortunately, many RPs and consultants wait until late in the site investigation process, or even at case closure, before taking steps to assess the presence of vapors and any needed mitigation efforts. We are encouraging you to do this as one of the first steps in your site investigation.

### **Health Risk**

All volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), some metals (e.g., mercury) and methane have the potential to create harmful vapors with varying degrees of toxicity. Some compounds produce an odor, such as gasoline, but many do not, making expedited assessment critical to identifying exposure. Preferential pathways such as sewers allow vapors to travel long distances from the source in multiple directions, increasing the possibility of exposure to humans. Additional information on the human health hazards from vapor intrusion can be found by going to [dnr.wi.gov](http://dnr.wi.gov), search "Vapor" and go to the "Health" tab.

**The VOC, trichloroethylene (TCE), poses a short-term (i.e., acute) health risk in indoor air at certain concentrations that justifies expedited assessment, investigation and mitigation as immediate or interim actions** (USEPA, 2014, Makris et al., 2016). As discussed in DNR vapor intrusion guidance (see below), quickly identifying demographics is a key component of the risk assessment. This is supported by the Department of Health Services. TCE also poses a long-term (i.e., chronic) health risk.

TCE is a chlorinated solvent commonly used as a parts washer and degreaser of metal equipment. It is also used for spot cleaning and found in household items such as aerosols. TCE is also a breakdown product of tetrachloroethylene (PCE or "perc"). PCE is a chlorinated solvent used in commercial and industrial businesses such as dry cleaners, metal plating, paper mills, etc. When released to the environment, PCE, TCE (either as a source or a breakdown product) and other contaminants readily migrate through soil, groundwater and subsurface air.

### **Authority – Assessments and Interim and Immediate Actions**

Assessment of the vapor intrusion pathway is a critical part of an environmental investigation. Wisconsin Administrative Code (Wis Admin Code) Chapter NR 716 outlines the requirements for investigation of contamination in the environment. Specifically, Wis Admin Code § NR 716.11(3)(a) requires the field investigation "determine the nature, degree and extent, both areal and vertical, of the hazardous substances or environmental pollution in **all** affected media," which includes sub-surface and indoor air. In addition, Wis Admin Code § NR 716.11(5) specifies that the field investigation include an evaluation of the "potential pathways for migration of the contamination, including drainage improvements, utility corridors, bedrock and permeable material or soil along which **vapors**, free product or contaminated water may flow."

A vapor intrusion pathway assessment may demonstrate that an immediate or interim action is required under Wis Admin Code ch. NR 708. Wis Admin Code § NR 708.05(2) states "for hazardous substance discharges that pose an **imminent threat to public health**, safety or welfare or the environment, responsible parties shall conduct all necessary emergency immediate actions." Under Wis Admin Code § NR 708.11(1), appropriate interim actions must be taken when "necessary to **minimize any threat to public health, safety or welfare** or the environment" and could include "constructing a temporary engineering control, such as low permeability cover, or **installing and operating a vapor mitigation system**" per Wis Admin Code § NR 708.11(2)(d).

Immediate and interim actions, such as installation of a vapor mitigation system, can be taken to interrupt human exposure. **However, interim actions are not acceptable long-term remedies.** Wis Admin Code chs. NR 722, 724 and 726 address required cleanup actions to address the sources of contamination. More specifically, Wis Admin Code § NR 726.05(8)(b)1, states a site is not eligible for closure until "a **remedial action has been conducted and reduced the mass and concentration of volatile compounds to the extent practicable**."



**Guidance and Evolution of Vapor Intrusion Science**

The DNR publishes guidance to help RPs and their consultants comply with the requirements in Code *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin*, RR-800 (v January 2018) can be found at <https://dnr.wi.gov/files/PDF/pubs/rr/RR800.pdf> **As noted above, the presence of TCE may present specific concerns related to demographics. Section 3.4.1 of DNR's guidance discusses the need to quickly identify demographics and prioritize action when TCE is the contaminant of concern. Section 7.1 discusses potentially appropriate immediate actions necessary to limit exposure.**

The science of vapor intrusion continues to rapidly evolve. The mechanics of vapor intrusion and risks to human health are being continually researched and discussed on a national and international level. This constant increase in knowledge requires the vapor intrusion pathway to be routinely reassessed throughout the life of a project until case closure. Therefore, in addition to RR-800, the DNR provides videos, fact sheets and additional guidance on vapor intrusion on its website. Go to [dnr.wi.gov](http://dnr.wi.gov) and search "Vapor." Technical resources developed by other government and private sources are included.

The DNR will continue to update its resources to incorporate advances in science on assessment, investigation and mitigation options, to partner with local and state health departments on the risks to human health, and to routinely communicate with environmental consultants on these advances.

If you have questions regarding this letter, please contact the assigned DNR Project Manager or DNR Site contact.

**RILEY NEUMANN**  
**(414) 750-7030**  
**[riley.neumann@wisconsin.gov](mailto:riley.neumann@wisconsin.gov)**

Sincerely,



Christine Haag  
Program Director  
Remediation & Redevelopment Program

Copy to Consultant(s) on Record

## RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A  
FINAL PLAT FOR TESS CREEK ESTATES SUBDIVISION  
(AT 11595 AND 11600 WEST FOREST HOME AVENUE)  
(P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for Tess Creek Estates subdivision, such plat being Parcel 1 of Certified Survey Map No. 6508 and Lot 1 of Certified Survey Map No. 9289 located in the Northwest 1/4 of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 7, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, said lands containing 440,001 square feet or 10.101 acres, more specifically, of the properties located at 11595 and 11600 West Forest Home Avenue, bearing Tax Key Nos. 751-9001-000 and 796-9987-001, P. Kenneth Servi, Servi Investments, LLC, applicant; said Final Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the City Planning Department and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 23, 2023, 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 final plat 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 Final Plat of Tess Creek Estates subdivision, as submitted by P. Kenneth Servi, Servi Investments, 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, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
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. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the

P. KENNETH SERVI, SERVI INVESTMENTS, LLC - FINAL PLAT FOR TESS CREEK  
ESTATES SUBDIVISION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 2

provision of public improvements reasonably necessary, respectively, and §15-8.0101 and §15-2.0303 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final Plat for Tess Creek Estates subdivision; a Subdivision Development Agreement (“Subdivider’s Agreement”), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit or a performance bond in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by P. Kenneth Servi, Servi Investments, LLC prior to the recording of the Final Plat.

4. Each and any easement shown on the Final Plat 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 Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners’ association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.
6. Forest Home Investors, LLC, successors and assigns and any developer of Tess Creek Estates 17 lot single-family residential subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for Tess Creek Estates 17 lot single-family residential subdivision development, 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.
7. The approval granted hereunder is conditional upon P. Kenneth Servi, Servi Investments, LLC and Tess Creek Estates 17 lot single-family residential subdivision

P. KENNETH SERVI, SERVI INVESTMENTS, LLC - FINAL PLAT FOR TESS CREEK  
ESTATES SUBDIVISION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 3

development project for the properties located at 11595 and 11600 West Forest Home Avenue: (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.

8. The Tess Creek Estates 17 lot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
9. The applicant must obtain the Final Case Closure of the Rawson Contractors Yard, Remediation and Redevelopment site, prior to recording of the Final Plat. The applicant must adhere to any Continuing Obligations for this site
10. The applicant shall address the Engineering Department comments in staff memorandum dated January 30, 2023, for Engineering Department review and approval, prior to the recording of the Final Plat.
11. Final Engineering Department approval of the grading, erosion control and storm water management plan is required prior to recording the Final Plat.
12. Final Engineering Department approval of sewer and water extensions is required prior to recording the Final Plat.
13. Prior to recording Final Plat, submit all documentation required per Section 15-7.0603 for City Attorney review.
14. The applicant shall submit a written conservation easement, landscape bufferyard easement, temporary turn around easement, storm drainage easement and stormwater management access easement for City staff review and Common Council approval. These easements shall be recorded with the Milwaukee County Register of Deeds Office concurrently with recording of the Final Plat.

BE IT FURTHER RESOLVED, that the Final Plat of Tess Creek Estates subdivision development, 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 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months 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 final plat, the City Clerk is hereby directed to obtain the recording of the

P. KENNETH SERVI, SERVI INVESTMENTS, LLC - FINAL PLAT FOR TESS CREEK  
ESTATES SUBDIVISION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 4

Final Plat of Tess Creek Estates subdivision 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 \_\_\_\_\_, 2023.

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

APPROVED:

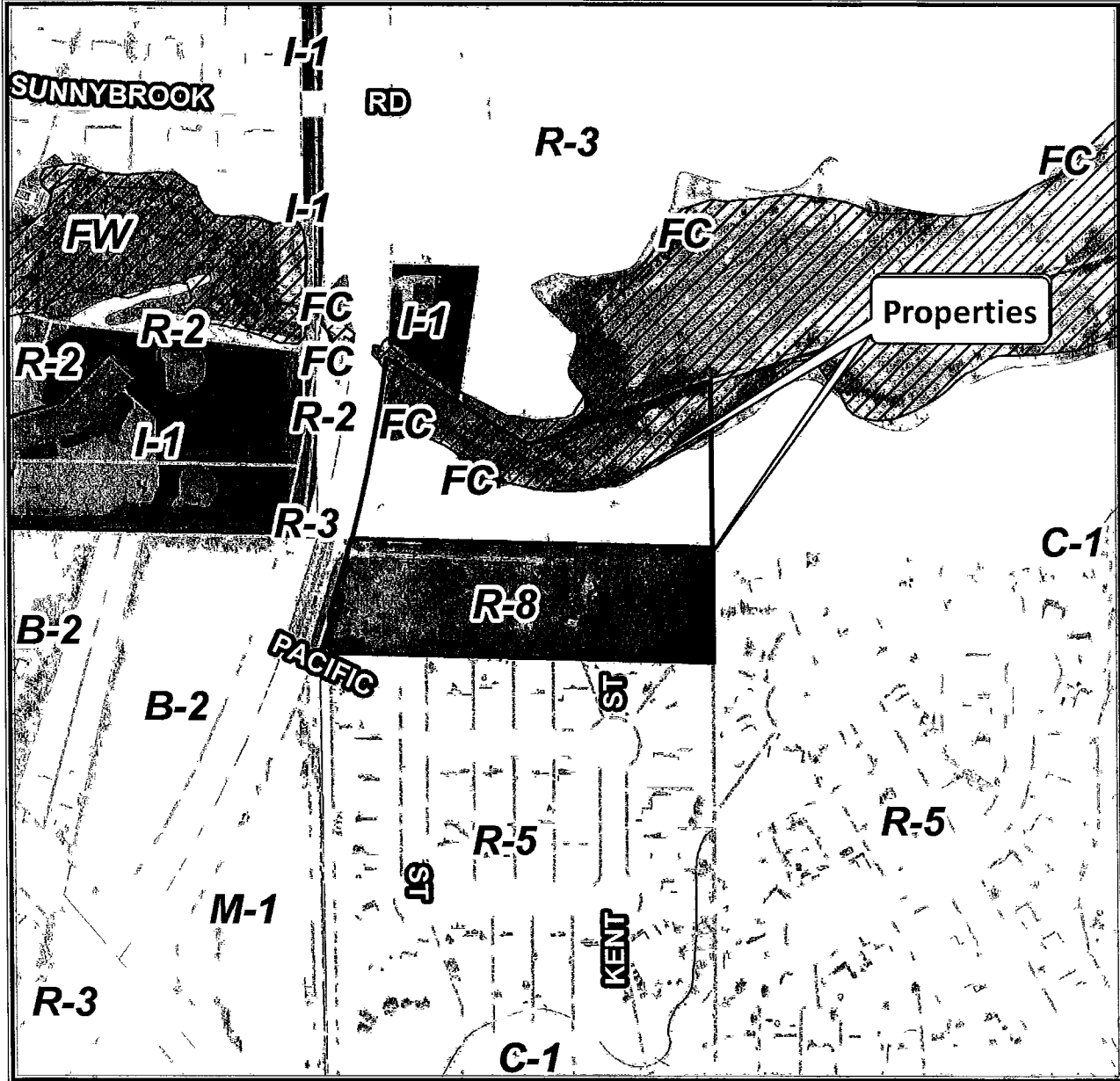
\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

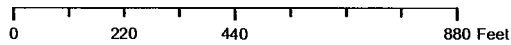
\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

11595 & 11600 W. Forest Home Ave.  
TKNs: 751 9001 000 & 796 9987 001



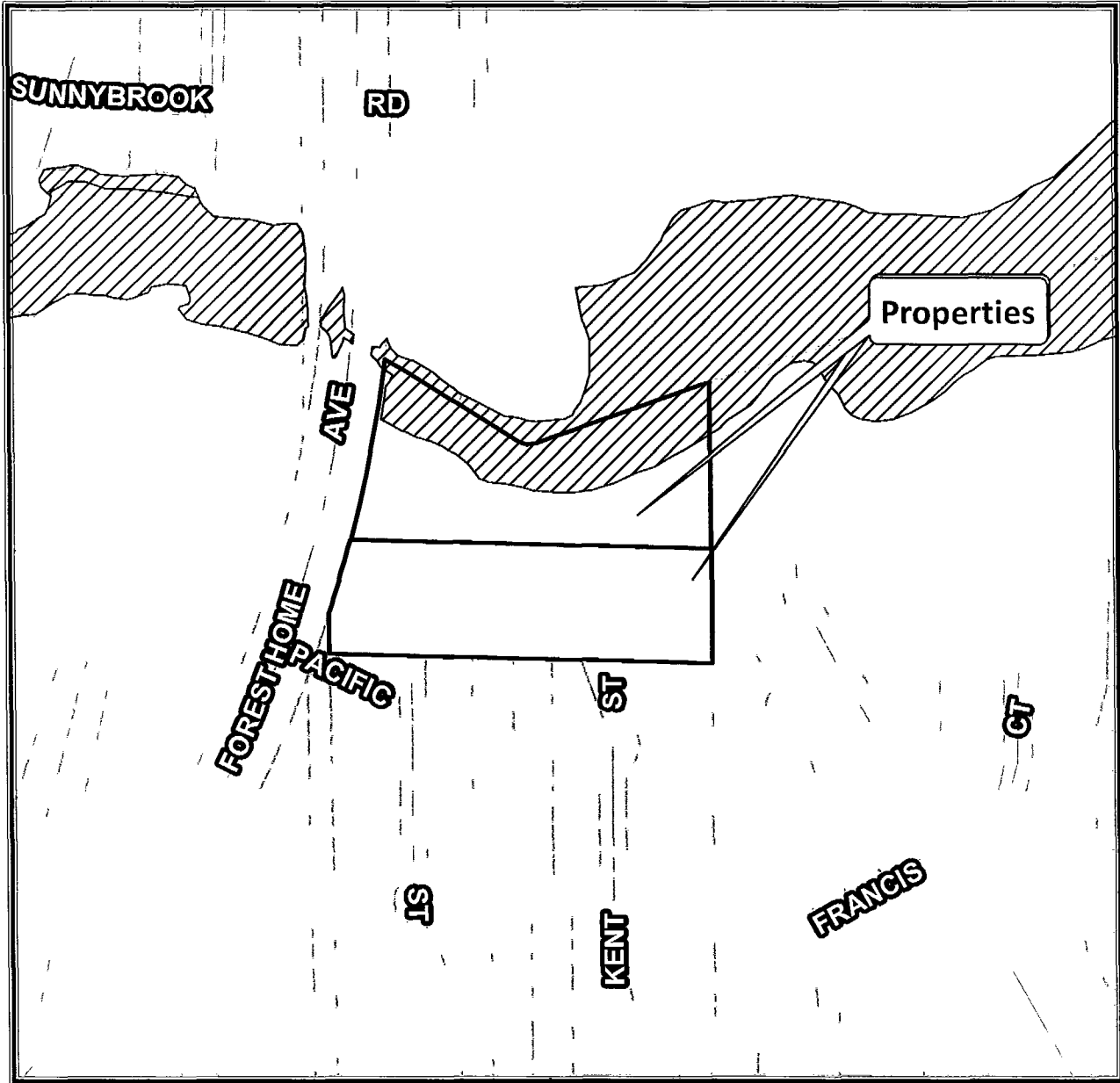
Planning Department  
(414) 425-4024



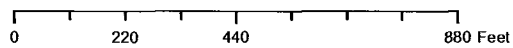
2021 Aerial Photo

*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.*

11595 & 11600 W. Forest Home Ave.  
 TKNs: 751 9001 000 & 796 9987 001



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.*

## MEMORANDUM

Date: January 30, 2023

To: Christopher Jackson and Randall Bruckner. CJ Engineering, LLC.

From: Régulo Martínez-Montilva, Principal Planner  
City of Franklin, Department of City Development

RE: Review comments for final plat application.  
Tess Creek Estates Subdivision, 11595 & 11600 W Forest Home Avenue.

---

Below are review comments and recommendations for the final plat application submitted by Forest Home Investors, LLC submitted on November 22, 2022, but deemed complete for review on January 17, 2023.

### Department of City Development comments

1. Please indicate the total length of Tess Creek Street, measured along the street center line beginning at the intersection with Pacific Street to the center of the temporary cul-de-sac. Note that the maximum length for cul-de-sac streets is 800 feet.

CJ Response: Per conversation with Franklin Planning, the temporary cul-de-sac will be shifted 31.06' westerly to a maximum length of 800'. Temporary Turnaround Easement has been updated to reflect such. Revised Civil Plans will be forwarded to Engineering for approval.

2. Please label the conservation easement boundary on the face of the plat.

CJ Response: Conservation Easement labelled on the Face of the Plat.

3. Lot 17 does not meet the minimum required street frontage of 60 feet set forth in UDO Section 15-5.0106.C "Access" which states as follows: "Every lot shall front or abut for a distance of at least 60 feet on a public street as measured at the right-of-way line and, in the case of a cul-de-sac, as measured at the arc". Per the curve table, curve C8 has an arc length of 57.85 feet, please adjust the width of Lot 17.

CJ Response. Lot 17 also has an additional 2.15' line segment as shown on the Face of the Plat which brings the minimum street frontage to 60.0'. Therefore, no change is necessary.

4. Please add a note indicating that the 17 lots will be served by public water and sewer.

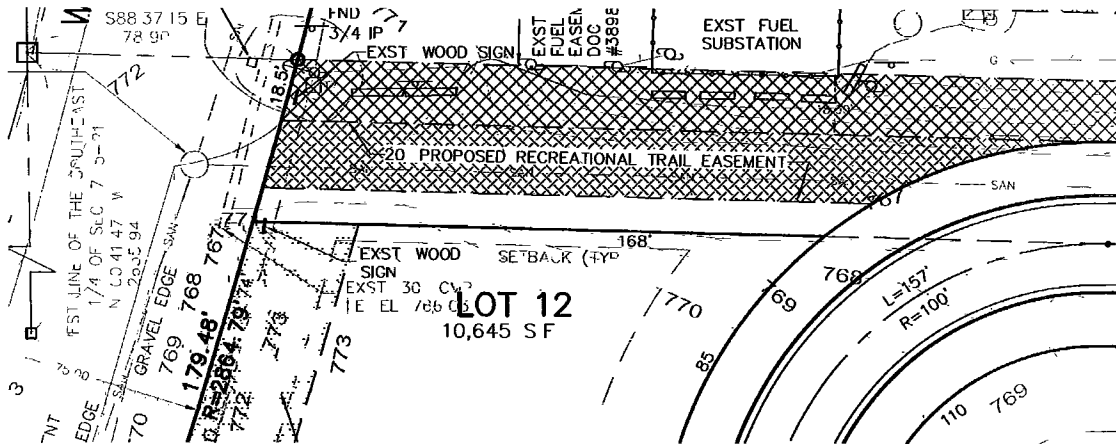
CJ Response: Note has been added to the Face of the Plat.

5. Recreational trail easement. The Preliminary Plat depicted a 20-foot recreational trail north of Lot 12, but the Final Plat is missing this easement. Please revise or clarify.

CJ Response: The Recreational Trail Easement has been removed for this reason:



Franklin Engineering has required this development to install sidewalk along W. Pacific Street (including H.C. ramps) as well as sidewalk along W. Forest Home Ave. to the existing Franklin Bike/Hike path to connect this development directly to the existing path. This connection along the existing R.O.W.s nullifies the reason for the previously shown 20' recreational trail easement that was intended to do the same.



- Per Preliminary Plat Resolution 2022-7838, condition No. 6, what is the current status of the Final Case Closure of the Rawson Contractors Yard?

CJ Response: The following email was sent to the Developer:

This email confirms on 01/19/2023 the Wisconsin Department of Natural Resources (DNR) Remediation and Redevelopment (RR) Program received Site Investigation Report (SIR) Received (fee) for

02-41-548631 RAWSON CONTRACTORS YARD  
 FID. 241438230  
 11600 W FOREST HOME AVE, FRANKLIN

Our goal is to complete the review of your submittal within 60 days but our ability to meet this goal is dependent on the number of requests received within this period and the quality and complexity of the requests. You may contact DNR Project Manager Riley Neumann at [riley.neumann@wisconsin.gov](mailto:riley.neumann@wisconsin.gov) or (414) 750-7030 for additional information or if you do not receive further details within 60 days from the date of this email

- Note that a subdivision monument sign requires a separate application to be reviewed and approved by the Plan Commission.

CJ Response: The Developer will not be installing a sign.

- Please review Section 15-2.0303 of the Unified Development Ordinance (UDO) regarding the installation of streets and other public improvements. This must be done prior to recording the final plat. Alternatively, a Subdivider's Agreement may be entered into to allow installation of this infrastructure after the recording of the final plat.

CJ Response: The developer would like to record the Final Plat as soon as possible and will enter a Subdivider's Agreement. Please contact Ken Servi directly to coordinate this Agreement.

9. Please be aware of City impact fees. The impact fee schedule can be found on the City's website

CJ Response: The developer is aware of the Impact Fees.

10. These review comments are only for the Final Plat, you will receive separate comments for the easement documents which are still under review.

#### Engineering Department comments

11. Show the 20-ft stormwater easement at Outlot 1.

CJ Response: Stormwater easement added to Outlot 1.

12. The easement width (20-ft Storm Sewer & 40-ft Storm Water Drainage) supersedes the building setback. Please adjust the building setback accordingly.

CJ Response: All building setbacks have been adjusted to end at site easements.

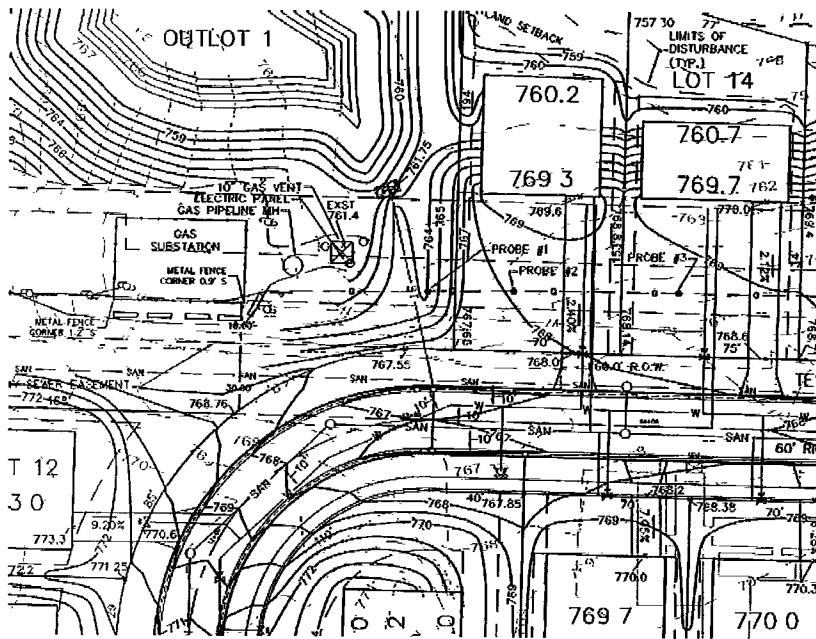
13. Sheet 2 of 2 (see attachments):

- Under the City of Franklin Certificate, in paragraph 2 on the first line sentence, insert No. 2022-7838 after the Resolution.
- Replace Sandra L. Wesolowski with Karen Kastenson, City Clerk
- Remove Denise Gilbert and leave it blank.

CJ Response: Sheet 2 updated

14. Show the 20-ft stormwater easement on the plat.

CJ Response: 20' Storm Water Easement added to plat.



15. Please keep in mind the subdivision plat must be revised to address the 6-ft wide utility easement per WE-Energies requirements.

Note: WE-Energies may not need the 6-ft wide easement shown on the plat, that may be removed.

CJ Response. Per predesign meeting with We-Energies, the previously shown 6' wide easement behind the ROW is not needed and has been removed from the plat. We are currently waiting for the design from We-Energies so that it can be placed on the plat for final approval and recording.

Inspection Services Department comments

16. Inspection Services has no comments on the proposal at this time.

Police Department comments

17. The PD has no comment regarding this request.

City Attorney comments

18. See attached e-mail from the City Attorney.

CJ Response: Easement documents updated per Attorney comments. See attached for approval.

Comments on Declaration of Protective Covenants forwarded to developer.

Milwaukee County, Department of Administrative Services

19. See attached letter dated December 15, 2022.

CJ Response: Per letter, "All special conditions required as a requirement for non-objection by Milwaukee County and listed in our letter dated October 29, 2021 have been addressed and satisfied by the developer". No additional comment.

THIS SURVEY WAS PREPARED BY THE CIVIL ENGINEER  
 SHOWN ON THESE PLANS. THE CIVIL ENGINEER HAS  
 REVIEWED THESE PLANS AND FINDS THEM TO BE  
 ACCURATE IN ACCORDANCE WITH THE REQUIREMENTS  
 OF THE STATE OF WISCONSIN, CHAPTER NRS 19.21(2).  
 CENTER: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DEPARTMENT OF ADMINISTRATION

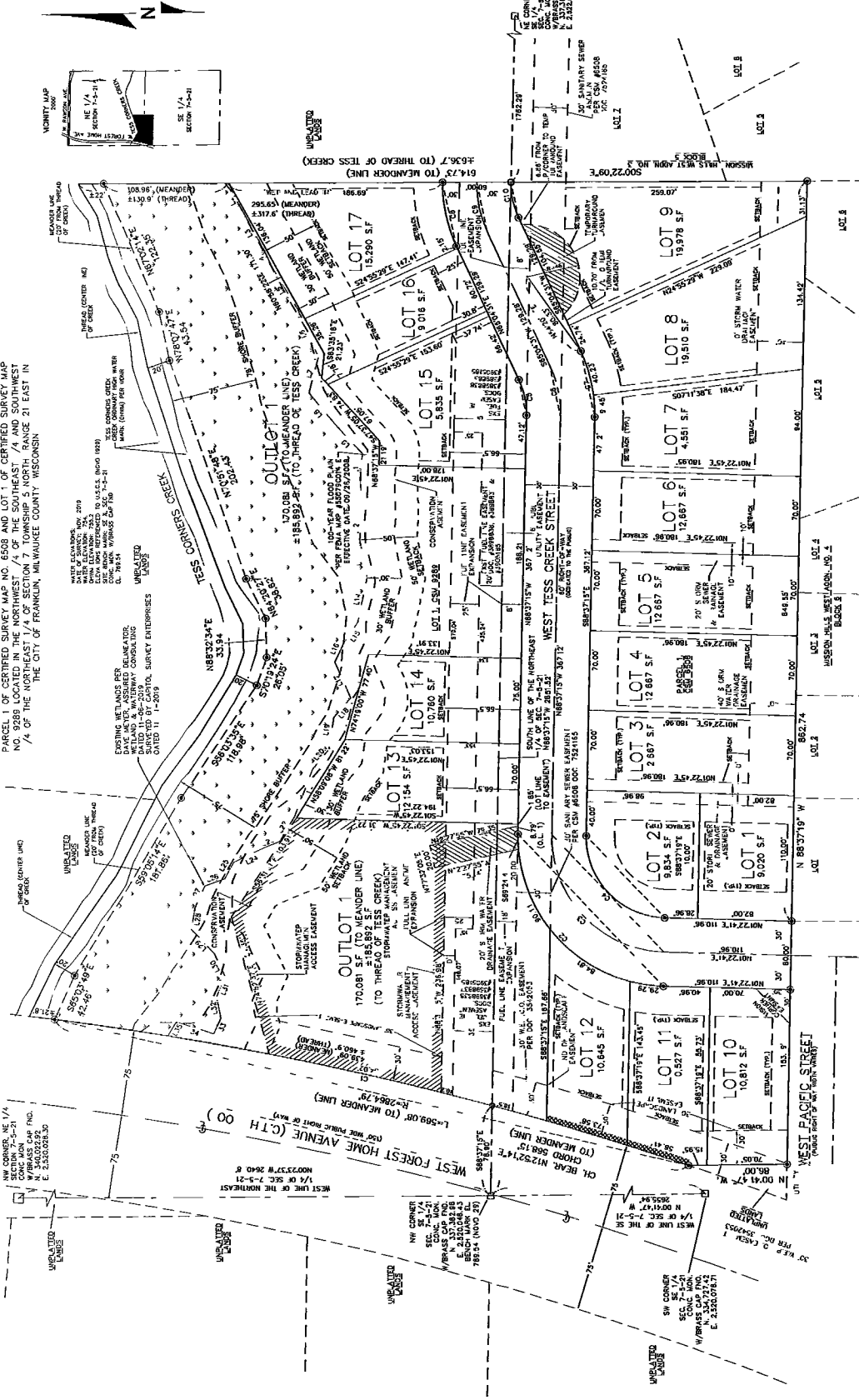
LINE	LENGTH	BEARING
L1	66.25	N89°22'37"E
L2	66.25	N89°22'37"E
L3	66.25	N89°22'37"E
L4	66.25	N89°22'37"E
L5	66.25	N89°22'37"E
L6	66.25	N89°22'37"E
L7	66.25	N89°22'37"E
L8	66.25	N89°22'37"E
L9	66.25	N89°22'37"E
L10	66.25	N89°22'37"E
L11	66.25	N89°22'37"E
L12	66.25	N89°22'37"E
L13	66.25	N89°22'37"E
L14	66.25	N89°22'37"E
L15	66.25	N89°22'37"E
L16	66.25	N89°22'37"E
L17	66.25	N89°22'37"E
L18	66.25	N89°22'37"E
L19	66.25	N89°22'37"E
L20	66.25	N89°22'37"E
L21	66.25	N89°22'37"E
L22	66.25	N89°22'37"E
L23	66.25	N89°22'37"E
L24	66.25	N89°22'37"E
L25	66.25	N89°22'37"E
L26	66.25	N89°22'37"E
L27	66.25	N89°22'37"E
L28	66.25	N89°22'37"E
L29	66.25	N89°22'37"E
L30	66.25	N89°22'37"E
L31	66.25	N89°22'37"E
L32	66.25	N89°22'37"E
L33	66.25	N89°22'37"E
L34	66.25	N89°22'37"E
L35	66.25	N89°22'37"E

# TESS CREEK ESTATES

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO. 9389 LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, T16N, R12E, S10W, WISCONSIN COUNTY, WISCONSIN. THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

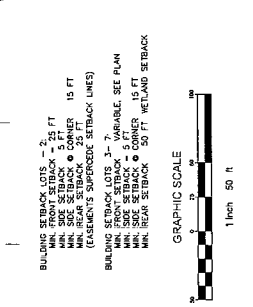
**WITH ELEVATIONS TO 100' TO U.S.C.S. (NAD 83)**  
 DATE 11-05-2022  
 PLANNED BY: JACOBSON & ASSOCIATES, INC.  
 DRAWN BY: JACOBSON & ASSOCIATES, INC.  
 CHECKED BY: JACOBSON & ASSOCIATES, INC.  
 DATE 11-05-2022

**EASTING METERS PER**  
 DATE 11-05-2022  
 PLANNED BY: JACOBSON & ASSOCIATES, INC.  
 DRAWN BY: JACOBSON & ASSOCIATES, INC.  
 CHECKED BY: JACOBSON & ASSOCIATES, INC.  
 DATE 11-05-2022



**CURVE TABLE**

STATIONING	PC	PVI	PT	LC	CL	EC	MIN. CURVE RADIUS (FEET)	MAX. CURVE RADIUS (FEET)
0+00.00	1+24.78	1+12.39	2+24.78	1+24.78	1+24.78	1+24.78	12.39	12.39
2+24.78	3+49.56	3+12.17	4+49.56	3+49.56	3+49.56	3+49.56	12.17	12.17
4+49.56	5+74.34	5+24.34	6+74.34	5+74.34	5+74.34	5+74.34	24.34	24.34
6+74.34	8+22.96	7+48.65	9+22.96	8+22.96	8+22.96	8+22.96	22.96	22.96
9+22.96	11+71.59	10+47.27	12+71.59	11+71.59	11+71.59	11+71.59	47.27	47.27
12+71.59	15+20.21	13+45.90	16+20.21	15+20.21	15+20.21	15+20.21	20.21	20.21
16+20.21	18+68.83	17+44.52	19+68.83	18+68.83	18+68.83	18+68.83	44.52	44.52
19+68.83	22+17.45	20+42.64	23+17.45	22+17.45	22+17.45	22+17.45	17.45	17.45
23+17.45	25+66.07	24+41.76	26+66.07	25+66.07	25+66.07	25+66.07	41.76	41.76
26+66.07	29+14.69	27+40.88	30+14.69	29+14.69	29+14.69	29+14.69	14.69	14.69
30+14.69	32+63.31	31+39.00	33+63.31	32+63.31	32+63.31	32+63.31	39.00	39.00
33+63.31	36+11.93	34+37.12	37+11.93	36+11.93	36+11.93	36+11.93	11.93	11.93
37+11.93	39+60.55	38+35.24	40+60.55	39+60.55	39+60.55	39+60.55	35.24	35.24
40+60.55	43+09.17	41+33.36	44+09.17	43+09.17	43+09.17	43+09.17	33.36	33.36
44+09.17	46+57.79	45+31.48	47+57.79	46+57.79	46+57.79	46+57.79	31.48	31.48
47+57.79	50+06.41	48+29.60	51+06.41	50+06.41	50+06.41	50+06.41	29.60	29.60
51+06.41	53+55.03	49+27.72	54+55.03	53+55.03	53+55.03	53+55.03	27.72	27.72
54+55.03	57+03.65	50+25.84	58+03.65	57+03.65	57+03.65	57+03.65	25.84	25.84
58+03.65	60+52.27	51+23.96	61+52.27	60+52.27	60+52.27	60+52.27	23.96	23.96
61+52.27	64+00.89	52+22.08	65+00.89	64+00.89	64+00.89	64+00.89	22.08	22.08
65+00.89	67+49.51	53+20.20	68+49.51	67+49.51	67+49.51	67+49.51	20.20	20.20
68+49.51	70+98.13	54+18.32	71+98.13	70+98.13	70+98.13	70+98.13	18.32	18.32
71+98.13	74+46.75	55+16.44	75+46.75	74+46.75	74+46.75	74+46.75	16.44	16.44
75+46.75	77+95.37	56+14.56	78+95.37	77+95.37	77+95.37	77+95.37	14.56	14.56
78+95.37	81+43.99	57+12.68	82+43.99	81+43.99	81+43.99	81+43.99	12.68	12.68
82+43.99	84+92.61	58+10.80	85+92.61	84+92.61	84+92.61	84+92.61	10.80	10.80
85+92.61	88+41.23	59+08.92	89+41.23	88+41.23	88+41.23	88+41.23	8.92	8.92
89+41.23	91+89.85	60+07.04	92+89.85	91+89.85	91+89.85	91+89.85	7.04	7.04
92+89.85	95+38.47	61+05.16	96+38.47	95+38.47	95+38.47	95+38.47	5.16	5.16
96+38.47	98+87.09	62+03.28	99+87.09	98+87.09	98+87.09	98+87.09	3.28	3.28
99+87.09	102+35.71	63+01.40	103+35.71	102+35.71	102+35.71	102+35.71	1.40	1.40
103+35.71	105+84.33	64+00.00	106+84.33	105+84.33	105+84.33	105+84.33	0.00	0.00



**JACOBSON & ASSOCIATES, INC.**  
 CHRISTOPHER A. JACKSON  
 DATE 11-05-2022  
 REVISED 02-15-2023

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON 5-2851

**DIAGNOSIS HOTLINE**  
 Toll Free (800) 242-8511  
 Milwaukee Area (414) 289-1181  
 Heald Area (414) 542-2288  
 www.jacobsoninc.com



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



APPLICATION DATE: 11-15-2022

STAMP DATE \_\_\_\_\_ city use only \_\_\_\_\_

## LAND DIVISION REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME Ken Servi	NAME Christopher Jackson, PE, PLS
COMPANY Forest Home Investors, LLC	COMPANY CJ Engineering, LLC
MAILING ADDRESS PO Box 91	MAILING ADDRESS 9205 W Center Street, Suite 214
CITY/STATE Sussex, WI ZIP 53089	CITY/STATE Milwaukee, WI ZIP 53222
PHONE 414-791-6367	PHONE 414-443-1312
EMAIL ADDRESS kservi43@gmail.com	EMAIL ADDRESS chris@cj-engineering.com

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 11600 W Forest Home Ave + lands to the north	TAX KEY NUMBER Parcel 1 CSM 6501 7969987007/Lot 1 CSM 9289 7519001000
PROPERTY OWNER Forest Home Investors, LLC	PHONE 414-791-6367
MAILING ADDRESS PO Box 91	EMAIL ADDRESS kservi43@gmail.com
CITY/STATE Sussex, WI ZIP 53089	DATE OF COMPLETION _____ use _____

### APPLICATION TYPE

Please check the application type that you are applying for

- Affidavit of Correction (Plat)  
  Certified Survey Map  
  Condominium Plat  
  Land Combination  
 Right of Way Vacation  
 Final Subdivision Plat  
 Preliminary Subdivision Plat

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 land division approvals and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE DATE 11/15/2022	APPLICANT SIGNATURE DATE 11/15/2022
NAME & TITLE Ken Servi OWNER	NAME & TITLE Ken Servi - developer
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE	NAME & TITLE
DATE	DATE

## **Project Description**

The proposed project will consist of the construction of a 17 lot single family subdivision called Tess Creek Estates .

The existing roadway stub from South Pacific Street will be extended north then east to a temporary cul-de-sac. A 60' ROW will be extended all the way to the east lot line for possible future extension and connection to the east to Mission Hills Court. Existing onsite sanitary sewer and existing water main in South Pacific Street will be extended to serve the proposed lots. Storm sewer will be located in the proposed public roadway that will collect and drain storm water to the proposed onsite storm water pond.

The proposed Tess Creek Estates is to be located on the previously developed property addressed 11600 W. Forest Home Ave. along with approximately 5 acres of undeveloped land to the north up to the centerline of Tess Corners Creek to create an approximate 10 acre proposed single family subdivision.

## Regulo Martinez-Montilva

---

**From:** Randy Bruckner <randy@cj-engineering.com>  
**Sent:** Wednesday, January 11, 2023 12:58 PM  
**To:** Regulo Martinez-Montilva  
**Cc:** 'Ken Servi'  
**Subject:** FW: Revised Plat TESS CREEK ESTATES, File No 28535  
**Attachments:** 28535\_20230111\_doa\_final\_cert\_plat.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon Regulo,  
Attached and below is the DOA approval. With this approval, we are requesting City of Franklin approval of the plat. Please note that the DOA is prepared to ship the recordable copy to us.

Please email or call with any questions or concerns.

Thanks,

Randall S. Bruckner, PE

**CJ Engineering**  
9205 W Center Street, Suite 214  
Milwaukee, WI 53222  
Ph (414) 443-1312 x223  
[randy@cj-engineering.com](mailto:randy@cj-engineering.com)

**From:** Sime, Don R - DOA  
**Sent:** Wednesday, January 11, 2023 12:15 PM  
**To:** 'chris@cj-engineering.com' <[chris@cj-engineering.com](mailto:chris@cj-engineering.com)>  
**Subject:** Revised Plat TESS CREEK ESTATES, File No 28535

Greetings

I have covered up the Milwaukee County certificate of no objection, we certify on their behalf, so there is no need for the certificate (one less signature to gather). Everything else checks out and the County has notified us that conditions of their certification have been met so if you are OK with this we will certify and ship the recordable plat to you.

Thanks

Don Sime, PLS  
Plat Review





## BUCKEYE PARTNERS, L.P.

---

DAVE A JONES  
Manager Damage Prevention Program Services  
E-Mail [dajones@buckeye.com](mailto:dajones@buckeye.com)

6161 Hamilton Blvd  
Allentown PA 18106  
Phone (610) 904-4409

November 23, 2022

Ken Servi  
Servi Investments  
[kservi43@gmail.com](mailto:kservi43@gmail.com)

RE: CONDITIONAL APPROVAL – Tess Creek Estates  
Franklin, WI  
**BPL ER # 2022-5609**

Mr. Servi,

Buckeye has received and reviewed the project plans for the above-referenced project. Upon review it has been determined that Buckeye Partners, L.P. (“Buckeye”) **does have** pipeline facilities in the vicinity of the proposed project area

Any further correspondence or updated plans relating to this project please reference Buckeye’s **ER # 2022-5609** and can be submitted to myself.

This approval is based on the following documents, correspondences, and drawings.

- Buckeye Partners Right-of-Way Use Restrictions Revision 7.2<sup>1</sup>
- Application for the project titled “Tess Creek Estates” submitted via email 6/21/2022 (Application Right-of-Way Use Restrictions Version 7.pdf)
- Sheets C1.0, C1 1, C2 0, C3 0, C4.0, C5.0, C5 1, C5.2, & C5.3 of the plan set for the project titled “Tess Creek Estates” prepared by CJ Engineering and for Servi Investments, latest revision dated 10/18/2022, and submitted via email 10/20/2022 (CJE1931R10-CIVIL SET.pdf).
- Sheet C6.0 of the plan set for the project titled “Tess Creek Estates” prepared by CJ Engineering, latest revision dated 10/18/2022, and submitted via email 10/20/2022 (CJE1931R10-Existing Gas Main Plan and Profile.pdf).
- Easement Exhibit submitted via email 8/16/2022 (CJE1931R9-C3D GAS MAIN EASEMENT EXHIBIT.pdf)

This written approval is contingent on the following conditions and references the above plans

- All proposed utility crossings shall cross a minimum of 2’ below Buckeye’s pipeline as shown on the plans with the exception of the proposed 24” storm sewer crossing that will cross 4 3’ above Buckeye’s pipeline.
- The proposed storm sewer crossing shall cross the entire width of Buckeye’s easement with the outfall on the north side of the easement

---

<sup>1</sup>The implementation of these plans is subject to Buckeye Partners, L.P.’s most recent Right-of-Way Use Restrictions Specification revision in effect at the time of construction

- The grade changes above Buckeye's pipeline shall match the proposed grade on the plans with a maximum cover of 7' 6" over Buckeye's pipeline as shown on sheet C6 0.
- The proposed driveways shall have provide the following cover over Buckeye's pipeline:
  - 7.3' at Lot 13 driveway
  - 6' 0" at Lot 14 driveway
  - 5.9' at Lot 15 driveway
- The proposed Tess Creek Street shall be constructed as shown on the plans with the cul-de-sac providing a minimum 48" of cover with a net cover of 36" of undisturbed soil over Buckeye's pipeline. The road shall consist of 8" TB, 4" bituminous concrete base course, and 2" bituminous concrete surface course.
- The proposed sidewalk shall be on the south side of Tess Creek Street and not within Buckeye's easement.
- The proposed houses shall be outside of Buckeye's easement.
- Buckeye's pipeline easement shall be amended to be 63' wide as shown in the easement exhibit provided.
- Any damage done to Buckeye's assets shall be repaired at the contractor's expense.
- During construction, a copy of this letter shall be kept on site.
- During construction, a Buckeye representative may halt the construction, or any associated activity should he/she judge that anyone is operating in an unsafe manner or in a way that jeopardizes the integrity of Buckeye's pipeline until an agreeable solution is reached between all involved parties.
- An easement amendment agreed upon between both parties. Please coordinate this amendment through Jana Olthoff (JOlthoff@buckeye.com; cell 219-741-0201).
- A signed encroachment agreement between both parties. Please coordinate this agreement through Jana Olthoff (JOlthoff@buckeye.com, cell 219-741-0201).
- **NO WORK SHALL TAKE PLACE WITHOUT A BUCKEYE ON-SITE FIELD MEMBER PRESENT**
- This process can be coordinated through your state 811 process.

Please note that any changes made to the aforementioned documents and/or construction plans will require additional written approvals from Buckeye. If construction of the aforementioned project does not commence within three calendar years of the issued approval letter date, the Crossing Party shall submit a new application and resubmission fee. Buckeye shall have the right to reconsider the conditions and privileges granted, and have full right to consider current policies and procedures at the time of resubmission.

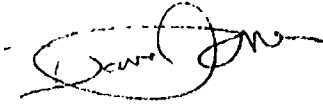
Should the scope of the project extend beyond the currently defined limits, Buckeye's pipeline involvement could become more advanced. In this case or if further correspondence relating to this project is required, please reference Buckeye's ER # 2022-5609.

All other work not specifically mentioned within this letter will need to abide by Buckeye Partners most recent Right-of-Way Use Restrictions Specification revision in effect at the time of construction.

When any construction activity is conducted in or around our pipeline right-of-way, Buckeye's On-Site Inspector must be present at all times. **NO WORK SHALL TAKE PLACE WITHOUT A BUCKEYE ON-SITE INSPECTOR PRESENT**. To coordinate this procedure, please place the necessary notification through your state 811 one-call system.

Should you have any questions or need any additional information, please do not hesitate to contact me at (610) 904-4409 or by email at [dajones@buckeye.com](mailto:dajones@buckeye.com).

Sincerely,



David Jones  
Manager, Damage Prevention  
Program Services

**CROSSING PARTY**

\_\_\_\_\_  
Accepted by (signature)

\_\_\_\_\_  
Print:

\_\_\_\_\_  
Date.

\_\_\_\_\_  
Company/Title

## Regulo Martinez-Montilva

---

**From:** Neumann, Riley D - DNR <Riley.Neumann@wisconsin.gov>  
**Sent:** Thursday, February 16, 2023 2:41 PM  
**To:** Regulo Martinez-Montilva  
**Subject:** RE: Rawson Contractors Yard - Case status

Hi Régulo,

That request for additional information was me requesting additional figures and information within the site investigation report, which we received last Friday. The updated site investigation report should be uploaded to the online, public database soon. We will be approving the site investigation report sometime soon. After that, the consultant and property owner will need to submit a closure request per Wis Admin Code ch. NR 726. Once the DNR reviews the closure request and we make the determination that closure is appropriate, we can issue a final case closure letter.

I can send you a copy of the site investigation report review letter when it is available, if you'd like. Let me know if this satisfies your request for information or if you need anything else.

Best,  
Riley

Riley D. Neumann  
Cell (414) 750 7030  
[Riley.Neumann@wisconsin.gov](mailto:Riley.Neumann@wisconsin.gov)

**From:** Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>  
**Sent:** Wednesday, February 15, 2023 12:01 PM  
**To:** Neumann, Riley D - DNR <Riley.Neumann@wisconsin.gov>  
**Subject:** Rawson Contractors Yard - Case status

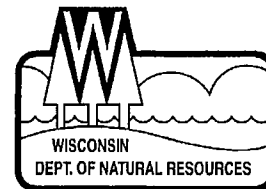
**CAUTION: This email originated from outside the organization.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Mr. Neumann,

I'm contacting you regarding the Rawson Contractors Yard (FID 241438230) located in the City of Franklin. The city is currently reviewing a Final Plat application for a proposed residential subdivision, one of the conditions for this plat is the final case closure of this Remediation and Redevelopment site. I consulted the online Wisconsin Remediation and Redevelopment Database on the DNR's website and noticed that the case 02-41-548631 is still open. I also notice a request for additional information on 01-27-2023 but no file is available for download.

Is there an estimated date for the closure of this case? If possible, could you send me the file of the last request for additional information? I would also appreciate any additional insight from you on this case.

Thank you,  
Régulo Martínez-Montilva, AICP, CNUa



February 20, 2023

Mr. Ken Servi  
Forest Home Investors, LLC  
PO Box 91  
Sussex, WI 53089  
*Sent Via Email to [kservi43@gmail.com](mailto:kservi43@gmail.com)*

Subject: *Review of Site Investigation Report*  
Rawson Contractors Yard, 11600 W. Forest Home Avenue, Milwaukee, WI  
BRRTS #: 02-41-548631, FID #: 241438230

Dear Mr. Servi:

On January 6, 2023, the Wisconsin Department of Natural Resources (DNR) received the *Site Investigation Report* (SIR) dated January 5, 2023. The SIR was prepared on your behalf by your consultant, LF Green Development, LLC. The DNR received the applicable technical assistance fee on January 19, 2023. The technical assistance fee was submitted for DNR review and a written response in accordance with Wis. Admin. Code § NR 749.04(1). Based on the information provided to date, the DNR has determined that the site investigation for the reported discharge identified within the SIR complies with Wis. Admin. Code ch. NR 716.

#### Background

The property was first developed in approximately 1969. Prior to development, the property was used for agricultural purposes. Since 1969, the property has been used for commercial purposes, including an equipment storage yard and vehicle maintenance, and refueling. Currently, the site is vacant and has been rezoned for its intended future use, a residential subdivision

#### SIR Summary

The site investigation was conducted based on the previously identified contamination in the yard. Soil sampling indicated polycyclic aromatic hydrocarbon concentrations exceeding the Wis. Admin. Code ch. NR 720 residual contaminant levels (RCLs) in the upper two feet, which consisted of gravel and asphalt shards. This two-foot layer of gravel and asphalt shards was removed, and subsequent grid sampling of the native material below the gravel and asphalt layer revealed no exceedances of Wis. Admin. Code ch. NR 720 RCLs. Groundwater sampling conducted at the property indicated that soil contamination from the gravel and asphalt layer did not significantly impact groundwater.

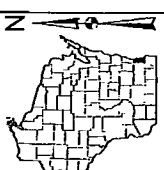
#### SIR Review

The DNR reviewed the SIR for compliance with Wis. Admin. Code ch. NR 716. Based on the currently available information, the DNR has determined that the site investigation for the reported discharge is in compliance with Administrative Code requirements. This only applies to the laydown yard identified within the SIR, as shown on the attached Figure 4, Benzo(a)pyrene Concentrations in Soil. DNR understands that a residential redevelopment is to occur at the property. As with any environmental assessment, some areas of the property were not assessed, the number of samples collected were limited based on professional judgment and financial considerations, and

**Green**  
 3434 Mill Road  
 Suite 30  
 Sheboygan, WI 53083  
 Cell: 414-354-4813  
 Fax: 414-375-0998  
[agreen@development.com](mailto:agreen@development.com)  
 WBE, SBE, WOSB, DBE

REVISIONS

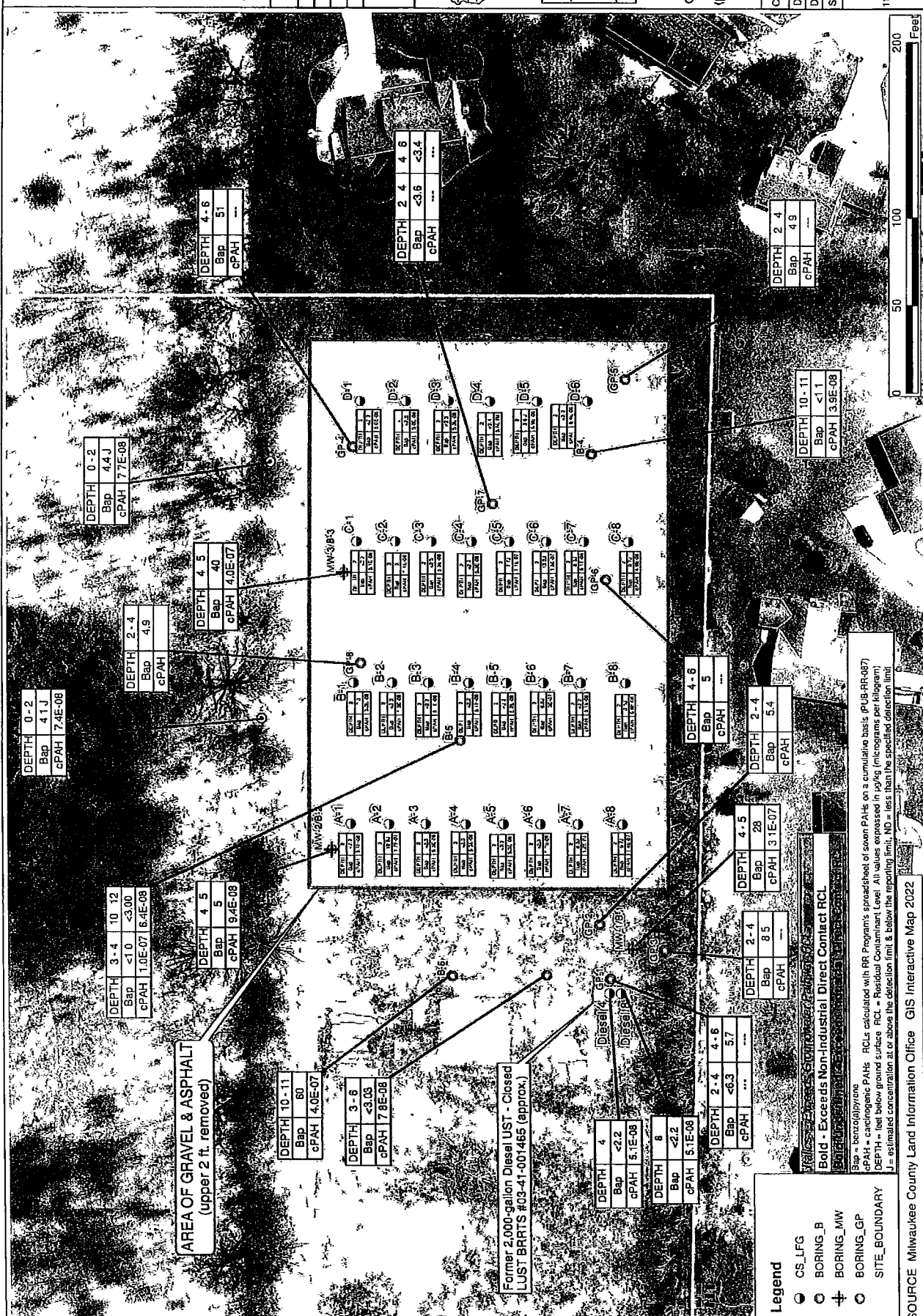

Copyright 2021  
 If Client Development  
 No Further Development  
 without permission.



**FIGURE 4**  
 BENZO(A)PYRENE  
 CONCENTRATIONS IN  
 SOIL (2006-2022)  
 (post-gravel removal)

CHECKED BY: KJ  
 DRAWN BY: TJD  
 DATE: 11/15/2022  
 SCALE: AS SHOWN

RAWSON  
 CONTRACTORS YARD  
 11600 W. Forest Home Ave  
 Franklin, Wisconsin



<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> March 7, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p> <p style="text-align: center;"><i>JH</i></p>	<p style="text-align: center;"><b>AUTHORIZE STAFF TO SOLICIT QUOTES FOR EQUIPMENT CONSIDERED IN THE 2023 SEWER/WATER CAPITAL EXPENDITURES OUTLAY FUNDS</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.3.</p>

**BACKGROUND**

Within the approved 2023 Sewer/Water Budgets, in the Capital Expenditures Outlay funds with incumbrance monies from the 2022 budget, is replacement of the 2009 Ford F-250 pickup truck #792.

Price quotes are being solicited by staff and asked to be approved by Board of Public Works, Board of Water Commissioners and Common Council.

Due to uncertain times and price increases, purchase was not made in 2022 and monies were encumbered to be purchased in 2023.

As with all items used by the Sewer and Water Utilities, this equipment purchase will be funded 50/50 by both utilities.

**OPTIONS**

Authorize Sewer/Water staff to solicit quotes. Quotes will be presented to the Board of Public Works and the Board of Water Commissioners for review and approval. The final recommendation will be sent to the Common Council for approval.

**FISCAL NOTE**

These purchases are included in the 2023 approved budgets as indicated above. The total amount budgeted for the vehicle is approximately \$61,000.

**RECOMMENDATIONS**

Authorize Staff to solicit quotes for vehicle considered in the 2023 Sewer/Water Budgets for the Board of Public Works and the Board of Water Commissioners to review and approve, and send to the Common Council for final approval.


**COUNCIL ACTION REQUESTED**

Authorization for Sewer/Water Staff to solicit equipment considered in the 2023 Capital Expenditures Outlay funds.

S&W - MR

**BLANK PAGE**



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>3/07/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization to Purchase 6 Aruba Wireless Access Points and Cabling at a Hardware Cost of \$9,105.08 as Budgeted for in the 2023 PD Operational Outlay Budget - Account 01-0211-5242</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.4.</p>

**BACKGROUND**

The City of Franklin uses HP/Aruba wireless access points and network equipment as part of the infrastructure standards. This was put in place in 2016, when most wired networking equipment was replaced under a major infrastructure modernization initiative. The Franklin Police Department currently has in place a legacy Zebra wireless network within the garage and sally port areas, as this was installed by Baycom and directly connects to the Arbitrator and WatchGuard wireless networks. These are stub networks that branch off the main network and are used by the squad cars to upload video files, collected by the in-squad dash cameras, and then transferred wireless to the servers when the vehicles are in station.

The equipment was for convenience and positioned to replace a previous Motorola wireless network (and controller), hence new access points were placed exactly where the old ones were located. This was a major technical mistake. The networking equipment is not positioned in places that give the greatest amount of coverage. Over the course of years networking protocols have significantly changed to increase overall bandwidth, at the expense of length of coverage. The garage wireless access points are giving areas a poor coverage and there are dead-zones that make file transfer difficult.

The wireless access points are now obsolete and need to be replaced with equipment that meets current network standards. Heartland Business Systems will install six wireless access points within the garage, sally port, and back parking lots. An outdoor access points will be surface mounted on the wall outside of the Detective's Bureau and range will be controlled to limit it only to the back-parking lot. Current wireless access points do not offer this coverage. One access point will be mounted centrally in the middle of the sally port to give direct coverage to both the north and south doors. Two access points will be placed in the lower parking garage. A final access point will be installed in the gun range to replace the Linksys unit in the ceiling. With the completion of the project all access points at the PD will be controlled through Aruba Central, where configuration, security, and firmware are fully managed.

All network equipment, cabling, mounting brackets and installation work will be performed by Heartland Business System. Host of the equipment is high-mounted and will need specialized equipment to reach these areas.

**FISCAL IMPACT**

A purchase order has already been executed by the Police Department to reserve funding for the purchase of the equipment, when resources were finally available to perform the installation. \$9,105.08 in operational outlay will be used for the purchase of the networking equipment. The 2023 IT Data Processing operational outlay fund will be used for HBS consulting/installation work along with cabling.

HBS Quote 279233:


- Six wireless access points, license, and warranties = \$9,105.08 (account 01-02115242 / PO 74889)
- HBS cabling and installation services = \$3,798.78 (01-0144-5214)

Total Cost of Materials and Labor = \$12,903.86

### **COUNCIL ACTION REQUESTED**


Motion to authorize the purchase from Heartland Business Systems at a total cost of \$9,105.08 as budgeted for in the 2023 Police Department 2023 Operational Outlay Budget - Account 01-0211-5242. \$3,798.79 will be authorized for the cabling materials, installation, and equipment mounting services from the 2023 IT Operational Outlay Budget – Account 01-0144-5214

IT - JM

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/7/2023
Reports and Recommendations  	Motion to approve the Franklin Health Department to accept monetary donations in the amount of \$230.00 for the 2023 City of Franklin food drive.	ITEM NUMBER  G.5.
<p><b>Background:</b>            The Franklin Health Department (FHD) is the coordinator of Feeding Franklin. Feeding Franklin is a coalition made up of the Franklin Food pantries, including St. James, Faith Presbyterian, and St. Martin of Tours. Local food pantries support numerous Franklin families each month. These families are our neighbors and friends. Often times, the pantries provide short term help due to temporary circumstances.</p> <p>The employee food drive is an annual event. Most needed items are identified by food pantry partners and city employees strive to stock the shelves for those who are in need.</p> <p>The Franklin Health Department hosted the 2023 City Employee Food Drive between February 6<sup>th</sup>, 2023 and February 17<sup>th</sup>, 2023. City employees made non perishable food item and monetary donations to this drive. Collection sites were stood up at City Hall, Fire, Police, DPW, and Library. City staff donated 1,302.6 pounds of food. There was a total of \$230.00 in monetary donations.</p> <p>Monetary donations will be utilized by the FHD to purchase items which local food pantries identified as their "Most Needed" items through data and guest preferences. Food items will be distributed between Feeding Franklin pantries.</p> <p><b>Analysis:</b></p> <p>Monetary donations collected during the 2023 City Employee Food Drive will be used to purchase items to distribute among local food pantries.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to approve acceptance of the 2023 Food Drive monetary donations in the amount of \$230.00.</p>		


Health Department: LG

**BLANK PAGE**

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/7/2023
Reports and Recommendations	Motion to approve the Director of Health and Human Services to purchase TimeTap Scheduling subscription.	ITEM NUMBER G.6.
<p><b>Background:</b> The Franklin Health Department (FHD) offers direct services and programming to Franklin residents. Currently, to register for programming and services such as immunizations or blood pressure checks, the sole scheduling means is via telephone call. The TimeTap system will provide an additional avenue for Franklin residents to identify service times that best work into their schedule, schedule appointments or register for programming online. It will offer an additional avenue for residents to take advantage of FHD offerings.</p> <p>Additionally, the FHD manages a volunteer registry of over 400 individuals and receives requests regularly from community members looking to volunteer time to advance health in Franklin. This TimeTap system will allow for a landing page of volunteer opportunities which residents can register for.</p> <p>Both TimeTap online scheduling and phone scheduling will be available options for residents pending council approval. This added registration offering will benefit the 2,500+ individuals who complete registration for FHD workshops, programs, and direct services annually.</p> <p>The City of Franklin Board of Health motioned to bring forward the scheduling system to Council for approval at the February 13, 2023 Board of Health meeting.</p> <p><b>Analysis:</b> TimeTap is a web based service. The service would not interface with other systems in order to create a workflow as indicated through consult with the City of Franklin Director of Information Services. The City of Franklin Board of Health motioned to</p> <p><b>Fiscal Impact:</b> The anticipated cost for a business plan subscription for a total of 12 months is \$809. This cost will be covered by a current FHD Grant award.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to approve the purchase of the TimeTap subscription for FHD scheduling.</p>		

Health Department: LG

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/7/2023
Reports and Recommendations  	Motion to allow the Director of Health and Human Services to accept and execute the grant contracts for the following: Prevention Grant, Enhancing Detection and Laboratory, Public Health Emergency Preparedness and Community Readiness Initiative.	ITEM NUMBER  G.7

**Background:** The Wisconsin Division of Health Services awards annual block grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has been awarded grant funding for the following program for 2023:

- Prevention: \$4,372

Award periods have been extended from end dates of 2022 to now be active through 6/30/2023 for the following awards:

- Public Health Emergency Preparedness (PHEP): \$20,151
- Community Readiness Initiative (CRI): \$5,397

ELC funds were awarded to aid in COVID-19 work in 2020. The grant project period has been extended through 12/31/2023.

- Enhancing Detection and Laboratory Capacity (ELC): \$77,814

**Analysis:**

Each of these grants assist the FHD in offering programming and services to residents based upon annual analysis and assessment of community needs in addition to the services required of the FHD by State and Municipal codes.

Each contract has been reviewed by the City Attorney and approved for signature pending Council Approval.

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

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to accept and execute the grant contracts for the 2023 Prevention Grant, the Enhancing Detection and Laboratory Capacity Grant, and the 2022 Public Health Emergency Preparedness and Community Readiness Initiative carryover funds.

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **52834-4**

Bureau of Procurement and Contracting (BPC) Review:

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

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

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

Description:

**N/A**

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

2/1/2023

Date Signed





**GRANT AGREEMENT MODIFICATION**  
**between the**  
**STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES**  
**And**  
**FRANKLIN HD**  
**for**  
**2022 DPH Consolidated Contract**

DPH Contract No.: 52834-4  
Agreement Amount: \$29,920  
Agreement Term Period: 10/01/2021 to 09/30/2023  
CARS Pre-Packet No: 22824, 22499

DHS Division: Division of Public Health  
DHS Grant Administrator: Anna Benton  
DHS Email: [DHSGACMail@dhs.wisconsin.gov](mailto:DHSGACMail@dhs.wisconsin.gov)

Grantee Grant Administrator: Ms Lauren Gottlieb  
Grantee Address: 9229 W LOOMIS RD, FRANKLIN, WI, 53132  
Grantee Email: [LLube@franklinwi.gov](mailto:LLube@franklinwi.gov)

Modification Description: We are adding funding for the Preventive Health and Health Services Block Grant (Profile 159220) and Public Health Emergency Preparedness (Profile(s) 155050 and 155191). Please see attached Scope(s) of Work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

**State of Wisconsin**  
**Department of Health Services**

**Grantee**  
Entity Name: \_\_\_\_\_

Authorized Representative

Authorized Representative

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

Name: Lauren Gottlieb

Title: \_\_\_\_\_

Title: Director of Health and Human Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CARS PAYMENT INFORMATION**

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

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

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472787	FRANKLIN HD	360	See below	See below	\$29,920

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
159220	CONS CONTRACTS PHHS	10/01/2021-09/30/2023	-	\$4,372	\$4,372	N/A
155050	BIOTERRORIS M PREPAREDNESS	07/01/2022-06/30/2023	-	\$20,151	\$20,151	N/A
155191	BIOT PREPARE - CRI	07/01/2022-06/30/2023	-	\$5,397	\$5,397	N/A
					\$29,920	

**CARS FEDERAL AWARD INFORMATION**

<b>DHS Profile Number</b>	159220	155050	155191
<b>FAIN</b>	NB01OT009437	NU90TP922055	NU90TP922055
<b>Federal Award Date</b>	8/15/2022	8/9/2021	8/9/2021
<b>Sub-award period of Performance Start Date</b>	10/1/2021	7/1/2022	7/1/2022
<b>Sub-award period of Performance End Date</b>	9/30/2023	6/30/2023	6/30/2023
<b>Amount of Federal Funds obligated (committed) by this action</b>	\$4,372	\$20,151	\$5,397
<b>Total Amount of Federal Funds obligated (committed)</b>	\$4,372	\$20,151	\$5,397
<b>Federal Award Project Description</b>	Preventive Health and Health Services Block Grant - 2022	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC
<b>Federal Awarding Agency Name (Department)</b>	Centers for Disease Control and Prevention	DHHS - CDC	DHHS - CDC
<b>DHS Awarding Official Name</b>	Debra K. Standridge	Debra K Standridge	Debra K Standridge
<b>DHS Awarding Official Contact Information</b>	608-266-9622	608-266-9622	608-266-9622
<b>Assistance Listing (formerly CFDA) Number</b>	93 991	93 069	93 069
<b>Assistance Listing (formerly CFDA) Name</b>	Preventive Health and Health Services Block Grant	Public Health Emergency Preparedness	Public Health Emergency Preparedness
<b>Total made available under each Federal award at the time of disbursement</b>	\$3,021,333	\$11,616,824	\$11,616,824
<b>R&amp;D?</b>	No	No	No
<b>Indirect Cost Rate</b>	0 069	0 069	0 069

**Local Public Health Agency Emergency Preparedness Contract Objectives**  
**CDC Cooperative Agreement**  
**Budget Period 1901-03 Carryover: July 1, 2022 – June 30, 2023**  
**-FINAL-**

**LPHA BP-1901-03 Contract Objectives and Deliverables**

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and tribal public health agencies (LPHAs) during the budget period from July 1, 2022 to June 30, 2023 with the goal of moving Wisconsin local public health emergency preparedness efforts forward.

During this budget period, DHS anticipates that LPHAs will continue to create or modify plans, coordinate trainings and exercises, and obtain resources to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders using a “whole community” approach as defined by FEMA. Planning for a whole community will address health equity issues by considering individuals with access and functional needs such as: children, pregnant people, senior citizens, people with disabilities, and people with pre-existing behavioral health needs, among others.

The CDC has established a work group to review evidence on COVID-19 epidemiology and burden as well as COVID-19 vaccine safety, vaccine efficacy, evidence quality, and implementation issues to inform recommendations for COVID-19 vaccination policy. A key policy goal is to determine **critical populations** for COVID-19 vaccination. Critical populations include but are not limited to:

- People at increased risk for severe COVID-19 illness
  - o Long term care facility (LTCF) residents (i.e., residents of nursing homes and assisted living facilities)
  - o People with underlying medical conditions that are risk factors for severe COVID-19 illness
  - o People 65 years of age and older
  
- People at increased risk of acquiring or transmitting COVID-19
  - o People from racial and ethnic minority groups
  - o People from tribal communities
  - o People who are incarcerated/detained in correctional facilities
  - o People experiencing homelessness/living in shelters
  - o People attending colleges/universities
  - o People who work in educational settings (e.g., early learning centers, schools, and colleges/universities)
  - o People living and working in other congregate settings
  
- People with limited access to routine vaccination services
  - o People living in rural communities
  - o People with disabilities
  - o People who are under- or uninsured

**During this budget period, July 1, 2022 to June 30, 2023, and due to the COVID-19 response activities, the Wisconsin Department of Health Services is prioritizing the following capabilities:**

- Capability 1: Community Preparedness
- Capability 2: Community Recovery
- Capability 3: Emergency Operations Coordination
- Capability 6: Information Sharing
- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 13: Public Health Surveillance and Epidemiologic Investigation
- Capability 14: Responder Safety and Health
- Capability 15: Volunteer Management

Year-end reporting on all contract deliverables (highlighted below) is due **June 30, 2023**. Access the Local Preparedness Contract Deliverables Reporting BP3 link via the PCA Portal [Local and Tribal Objectives page](#).

### **Objectives and Deliverables**

1. LPHAs will submit a proposed budget, a mid-year budget, and a year-end budget by completing and uploading the PHEP Budget Template for BP3 to the Partner Communication and Alerting (PCA) Portal budget page. Updates for the mid-year and year-end budgets can be made by editing the agency's original submitted budget on the PCA Portal Budget Management page.  
**Deliverable 1:** By December 30, 2022, submit the proposed budget on the [PCA Portal](#).  
**Deliverable 2:** By February 14, 2023, submit mid-year expenditures on the [PCA Portal](#).  
**Deliverable 3:** By August 14, 2023, submit year-end expenditures on the [PCA Portal](#).

To request access to the PCA Portal, please contact [DHSPCAPortal@wi.gov](mailto:DHSPCAPortal@wi.gov)

### **Capability 1: Community Preparedness**

2. All LPHAs may send at least one representative to an emergency preparedness conference (virtual or in-person) to gather and contribute to public health emergency response operation best practices.
3. **(Joint PHEP/HPP Activity)** All LPHAs will continue to play an active role in their regional Wisconsin [Healthcare Emergency Readiness Coalition \(HERC\)](#), including participation in strategic planning, relevant trainings, exercises, and other activities.

4. **(Joint PHEP/HPP Activity)** All LPHAs will conduct a hazard vulnerability assessment (HVA), update their current HVA, or participate in their regional HERC HVA process or other collaborative HVA process to provide input and feedback.

**Deliverable 4:** By June 30, 2023, conduct an HVA, update a current HVA, or participate in your regional HERC HVA process or other collaborative HVA process. LPHAs that do not complete an HVA with the HERC must share the results with their regional HERC Coordinator.

### **Capability 2: Community Recovery**

5. All LPHAs will identify the roles of local public health in community recovery.
6. **(Joint PHEP/HPP Activity)** All LPHAs will collaborate with regional HERC and Wisconsin Emergency Management (WEM) representatives in the development of a regional or agency-specific continuity of operations (COOP) plan.
7. **(Joint PHEP/HPP Activity)** All LPHAs will demonstrate evidence of emergency preparedness planning, training, and/or exercising using a whole community approach that addresses health equity issues by considering individuals with access and functional needs such as: children, pregnant people, senior citizens, people with disabilities, and people with pre-existing behavioral health needs, among others.

### **Capability 3: Emergency Operations Coordination**

8. All LPHAs will maintain emergency contacts for staff assigned to preparedness and/or response roles on the PCA Portal and will update contact information annually.

**Deliverable 5:** By June 30, 2023, update all jurisdictional profiles on the PCA Portal.

9. All LPHA staff assigned to preparedness and/or response roles will complete at minimum Incident Command Structure (ICS) 100, ICS 200 and National Incident Management System (NIMS) 700 training within six months of hire or assignment.
10. **(Joint PHEP/HPP Activity)** By June 30, 2023, all LPHAs will complete a Homeland Security Exercise and Evaluation Program (HSEEP) consistent After Action Report (AAR)/Improvement Plan(IP) on the COVID-19 response and post it to the PCA Portal. **Note: LPHAs can participate with their regional HERC in the development of an AAR.**

**Deliverable 6:** By June 30, 2023, post HSEEP consistent COVID-19 AAR/IP to the PCA Portal After Action Reports page. LPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LPHA in the region has posted the AAR/IP to the After Action Reports page.

### **Capability 6: Information Sharing**

11. **(Joint PHEP/HPP Activity)** All LPHAs will update existing communication plans to refine information sharing needs and capabilities of jurisdictional stakeholders.

**Capability 8: Medical Countermeasures Dispensing and Administration**

12. All LPHAs will identify strategies and approaches for addressing health equity issues in dispensing/administering medical countermeasures to critical populations. Critical populations may include but are not limited to, people that are homebound, people with developmental or other disabilities, and people with other access and functional needs who may face barriers to accessing vaccination sites.
13. All LPHAs will communicate and manage population prioritization across communities with an emphasis on health equity.
14. All LPHAs will collaborate with health systems, as appropriate, to assure administration of COVID-19 vaccine safely and swiftly to achieve mass vaccination with minimal waste.

**Capability 13: Public Health Surveillance and Epidemiologic Investigation**

15. All LPHAs will continue to follow epidemiological investigation protocols and enter information into the Wisconsin Electronic Disease Surveillance System (WEDSS) per Wisconsin Administrative Code ch. DHS145, which describes notifiable diseases and the timeframe for reporting. WEDSS is the electronic web-based system Wisconsin for reporting and collecting information on reportable conditions.
16. All LPHAs will continue to follow processes for epidemiological investigations, including trigger points for starting investigation, identifying at-risk populations, and conducting contact tracing.

**Capability 14: Responder Safety and Health**

17. All LPHAs will identify, prioritize, and recommend protection and control measures, medical services, and mental/behavioral health assessment and support services for responders including local public health agency and tribal health center staff and volunteers.
18. All LPHAs, in coordination with partners and stakeholders will identify, prioritize, recommend, and provide medical countermeasures, such as vaccinations, to protect and support incident responders including local public health agency and tribal health center staff and volunteers.
19. **(Joint PHEP/HPP Activity)** All LPHAs will coordinate with health care partners to facilitate access to and promote the availability of in-person or virtual mental/behavioral health support services for responders including local public health agency and tribal health center staff and volunteers.

**Capability 15: Volunteer Management**

20. LPHA Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrators will conduct at least one alerting drill (or utilize the system during a real-world event) to alert registered volunteers.

**Deliverable 7:** By June 30, 2023, report name and date of the drill or real-world event and number of volunteers contacted on the PCA Portal [Volunteer Management page](#).

21. LPHAs will maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information on the PCA Portal and will update every six months.

**Deliverable 8:** By December 31, 2022, maintain or update WEAVR administrator contact information on the PCA Portal [Volunteer Management page](#).

**Deliverable 9:** By June 30, 2023, maintain or update WEAVR administrator contact information on the PCA Portal [Volunteer Management page](#).



Wisconsin Division of Public Health

**Local Public Health  
Cities Readiness Initiative Contract Objectives  
Budget Period 3 1901 Carryover; July 1, 2022-June 30, 2023**

**Cities Readiness Initiative (CRI)**

The following deliverables pertain only to the public health agencies in the following counties: Kenosha, Milwaukee, Ozaukee, Pierce, Racine, St Croix, Washington and Waukesha, and the City of Milwaukee

**Objectives**

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

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

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

**Deliverables**

Each CRI will:

1. Assure a main and back up staff have access to SAMS accounts in order to be added to the new Operational Readiness Review (ORR) Reporting system under development.
2. Provide a verbal report on their **medical countermeasure action plans** to the State Medical Countermeasures Coordinator via scheduled **quarterly conference calls**; all CRI's will submit their action plan the first and third quarter. The action plans focus on activities designed to address prioritized MCM planning and operational gaps identified during exercises and response activities.

Per the "At-a-Glance: Public Health Emergency Preparedness (PHEP) Budget Period 3 (BP3) Requirements:

*"Submission of the MCM action plan and PHEP technical assistance action plan updates requires engagement with PHEP project officers; however, jurisdictions may consult with their project officers to reduce, alter, or temporarily suspend integrated action planning activities to concentrate efforts and resources on COVID-19 response activities. Jurisdictions with advancement action plan activities that are not feasible at this time must notify their PHEP project officers via email and indicate "Response to COVID-19 – No New Activity." CDC anticipates that efforts of jurisdictions around their action plans will increase as the intensity of the response eases over the course of BP3."*

3. By June 30, 2023 each CRI will participate in a Homeland Security Exercise and Evaluation Program (HSEEP) compliant medical countermeasure dispensing pandemic influenza exercise, or real event, and submit applicable documentation.

Wisconsin Division of Public Health

The type of exercise submitted depends on where the CRI is in their Pandemic Influenza Exercise continuum. The State MCM Coordinator will notify each CRI which type of exercise should be submitted.

4. Submit a proposed budget, a mid-year budget, and a year-end budget. Submit the proposed budget by completing and uploading the PHEP Budget Template for BP-1 to the PCA Portal budget page. Updates for the mid-year and year-end budgets can be made by editing the agency's original submitted budget on the PCA Portal Local Preparedness Budget Management page. Detailed instructions are at the top of the PCA Portal budget page.
  - Proposed budget submitted on the PCA Portal by December 30, 2022
  - Mid-year budget updated on the PCA Portal by February 14, 2023
  - Year-end budget updated on the PCA Portal by August 14, 2023

**Consolidated Contract Scope of Work  
Preventive Health and Health Services (PHHS) Block Grant  
Federal Fiscal Year 2022 (FFY22)**

During the contract period of October 1, 2021 through September 30, 2023, the agency receiving Preventive Health and Health Services Block Grant funding must agree to and implement the following program requirements:

---

<b>Health Department Name:</b>	Franklin Health Department
<b>Health Department Contact:</b>	Lauren Gottlieb
<b>Agency Number:</b>	472787
<b>FFY22 Total Allocation:</b>	\$4372

---

Selected Program(s):

**Program 1: Improve Foundational Public Health Capabilities**

<b>Selected:</b>	Yes
<b>Goal(s):</b>	Collaborate with Partners to Address Community Needs: Develop or Revise Community Health Improvement Plan (CHIP).
<b>Allocation:</b>	\$4372

**Program 2: Implement Community-Based Foundational Public Health Interventions**

<b>Selected:</b>	No
<b>Goal(s):</b>	
<b>Allocation:</b>	\$0

**Preventive Health and Health Services Block Grant  
Local and Tribal Health Department Quality Criteria  
Grant Cycle: October 1, 2022-September 30, 2023 (FFY22)**

## **Quality Criteria**

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Contractors should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

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

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

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

**Record keeping** for individual-focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

**Information, education, and outreach** programs intended to address known health risks in the general and certain target populations to encourage appropriate decision-making by those at risk and to affect policy and environmental changes at the community level.

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

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

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

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

*Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by*

*speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.*

**Coordination** with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

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

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

**Financial management practices** sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided. Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

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

**Preventive Health and Health Services Block Grant  
Local and Tribal Health Department Boundary Statement  
Grant Cycle: October 1, 2022-September 30, 2023 (FFY22)**

**Program Boundary Statement**

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

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

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

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

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

**Acceptable Uses of Funding**

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

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

Success is achieved by:

- Using evidence-based methods and interventions.
- Reducing risk factors.
- Establishing policy, social, and environmental changes.

- Leveraging other funds.
- Continuing to monitor progress towards selected outcomes and re-evaluate funded activities.
- Reflecting Healthy People and the State Health Improvement Plan in programing.

## **Unacceptable Uses of Funding**

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

From the Preventive Health and Health Services Block Grant 2022 WI DHS Notice of Award (NOA):

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

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

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

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

## **Reporting Requirements:**

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

## **References**

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

**Certificate Of Completion**

Envelope Id 2BB22589550D47E7BA91DEC0A8F71BAC  
Subject MP- FRANKLIN HD- 2022 DPH Consolidated Contract- 52834-4  
Source Envelope  
Document Pages 16 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  
yvettea.smith@dhs.wisconsin.gov  
IP Address 165.189.255.23

**Record Tracking**

Status Original  
2/1/2023 9:36:54 AM  
Security Appliance Status Connected  
Storage Appliance Status Connected

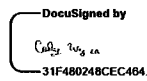
Holder Yvette Smith  
yvettea.smith@dhs.wisconsin.gov  
Pool StateLocal  
Pool DHS

Location DocuSign  
  
Location DocuSign

**Signer Events**

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

**Signature**



Signature Adoption Uploaded Signature Image  
Using IP Address 107.208.176.202

**Timestamp**

Sent 2/1/2023 9:39:25 AM  
Viewed 2/1/2023 11:33:37 AM  
Signed 2/1/2023 11:36:13 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

Sent 2/1/2023 11:36:16 AM  
Viewed 2/1/2023 11:37:09 AM

**Electronic Record and Signature Disclosure:**  
Accepted 2/1/2023 11:37:09 AM  
ID 76e60bd5-d0e3-413d-9195-3b10cd39128d

Anna Benton  
anna.benton@dhs.wisconsin.gov  
Security Level Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted 2/1/2023 8:30:24 AM  
ID f432cf27-8bc6-4b58-a6dc-d7f89c36a7fa

**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 2/1/2023 9:39:26 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 2/1/2023 9:39:26 AM

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

2/1/2023 9:39:26 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: [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@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 [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@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 [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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

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

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

### **Required hardware and software**

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

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

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

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

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

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **47708-8**

Bureau of Procurement and Contracting (BPC) Review:

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

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

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

Description:

**N/A**

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

2/21/2023

Date Signed



**GRANT AGREEMENT MODIFICATION**  
**between the**  
**STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES**  
**And**  
**FRANKLIN HD**  
**for**  
**2021 DPH Consolidated Contracts**

DPH Contract No.: 47708-8  
Agreement Amount: \$77,814  
Agreement Term Period: 10/01/2020 to 12/31/2024  
CARS Pre-Packet No: 22748

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

Grantee Grant Administrator: Ms Lauren Gottlieb  
Grantee Address: 9229 W LOOMIS RD, FRANKLIN, WI, 53132  
Grantee Email: LLube@franklinwi.gov

Modification Description: We are adding funding for ELC Enhancing Detection (Profile 155817). Please see attached Scope of Work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

**State of Wisconsin**  
**Department of Health Services**

**Grantee**  
Entity Name: \_\_\_\_\_

Authorized Representative

Authorized Representative

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

Name: Lauren Gottlieb

Title: \_\_\_\_\_

Title: Director of Health and Human Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CARS PAYMENT INFORMATION**

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

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

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472787	FRANKLIN HD	360	See below	See below	\$77,814

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155817	ELC ENHANCING DETECTION	10/01/2020-12/31/2023	-	\$77,814	\$77,814	N/A
					\$77,814	

**CARS FEDERAL AWARD INFORMATION**

<b>DHS Profile Number</b>	155817
<b>FAIN</b>	NU50CK000534
<b>Federal Award Date</b>	5/18/2020
<b>Sub-award period of Performance Start Date</b>	10/1/2020
<b>Sub-award period of Performance End Date</b>	12/31/2023
<b>Amount of Federal Funds obligated (committed) by this action</b>	\$77,814
<b>Total Amount of Federal Funds obligated (committed)</b>	\$77,814
<b>Federal Award Project Description</b>	Wisconsin's Application for the 2019 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Cooperative Agreement
<b>Federal Awarding Agency Name (Department)</b>	Department of Health and Human Services
<b>DHS Awarding Official Name</b>	Debra K Standridge
<b>DHS Awarding Official Contact Information</b>	608-266-9622
<b>Assistance Listing (formerly CFDA) Number</b>	93 323
<b>Assistance Listing (formerly CFDA) Name</b>	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
<b>Total made available under each Federal award at the time of disbursement</b>	\$137,077,934
<b>R&amp;D?</b>	No
<b>Indirect Cost Rate</b>	6.9%



Exhibit A

**Scope of Work**

Between

Local and Tribal Health Departments of Wisconsin (LTHDs)

and

The Department of Health Services, Division of Public Health (DHS/DPH)

**Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) Enhancing Detection Supplemental Award 2022-2023**

**PURPOSE / OBJECTIVE**

This award, the Epidemiology and Laboratory Capacity Enhancing Detection supplement, will provide critical resources to local and territorial health departments in support of a broad range of COVID-19/SARS-CoV-2 testing & epidemiologic surveillance related activities. This includes, but is not limited to, increasing workforce capacity, testing, laboratory capacity, infection control and contact tracing. Further details on allowable costs are outlined below. This is a formal extension of the previously awarded, and now void, agreement from October 1, 2020 through October 31, 2022. This agreement does not provide any new or additional funding rather extends the use of previously awarded funds through December 31, 2023.

**ALLOWABLE COSTS**

These funds are broadly intended to provide critical resources to local and tribal health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. These funds cannot be used for costs that are already covered by any other federal source (i.e., duplicating resources from an Immunization award). These funds are not allowable for vaccination expenses after July 31, 2021.

Examples of allowable costs include:

- Personnel (term, temporary, students, overtime, contract staff, etc.) E.g., laboratorians, informaticians, epidemiologists, data managers/analysts, data visualization specialists, health communicators (including those specializing in risk communications), health educators, contact tracers, management, and budget staff as well as administrative support, and infection prevention and control staff. May also include support for community health workers and organizations working with populations at higher risk for COVID-19.
- Personal protective equipment (PPE) and other supplies (PPE being used to protect health care workers that are taking samples, processing specimens, conducting tests, etc.)
- Collection supplies, test kits, reagents, consumables, and other necessary supplies for existing testing or onboarding new platforms.
- Hardware and software necessary for robust implementation of electronic laboratory and surveillance data exchange between recipient and other entities, including healthcare entities, jurisdictional public health, and the CDC.

Exhibit A

- Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of disease (e.g., GIS software, visualization dashboards, cloud services).
- Contracts with academic institutions, private laboratories, and/or commercial entities, including contracts to increase workforce capacity, for the purposes of completing one of the other allowable activities.
- Expenses associated with case investigation, follow up, and contact tracing (including travel, software/hardware, etc.)
- Costs associated with testing and monitoring of isolated individuals; as well as facilitating isolation to prevent spread of COVID-19. This may include wrap around services as necessary.
- Support for social services that will facilitate compliance with isolation and quarantine.

Examples of non-allowable costs include:

- Research as defined by CDC
- Clinical care
- Medication for patient treatment
- Purchasing vaccines and other items related to storing, providing, or administering vaccine
- Construction
- Stockpiling PPE resources
- Vaccination Costs

**III. POINT OF CONTACTS**

Name/Contact Info	Role
Lisa Borchardt <a href="mailto:dhsdphbcdcontracts@dhs.wisconsin.gov">dhsdphbcdcontracts@dhs.wisconsin.gov</a>	Project/Reporting contact
Kari Labansky <a href="mailto:dhsdphbcdcontracts@dhs.wisconsin.gov">dhsdphbcdcontracts@dhs.wisconsin.gov</a>	Financial/Allowable costs contact

**IV. TERMS OF AGREEMENT**

**Agreement Term**

The term of this Contract is October 1, 2020 through December 31, 2023.

**Federal Cost Principles**

As a Subrecipient of federal funds, the Subrecipient is required to adhere to the following federal

Exhibit A

regulations: OMG Guidance – 2 CFR Part 200 – Cost Principles, and Audit Requirements for Federal Awards. This guidance can be found at:

[https://www.ecfr.gov/cgi-bin/text.idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text.idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

**DHS reserves the right to not pay for an expense that does not align with federal cost principles.**

**Requirements for Purchased Equipment using Federal Funds**

In accordance with CDC's requirements for equipment and products, to the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. Contractor must maintain an equipment inventory list for all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. At a minimum, the inventory list shall include the description of the item, manufacturer serial and/or identification number, acquisition date and cost. This list should be maintained and supplied to DHS upon request for equipment inventory reporting purposes for CDC. (See attachment 1)

**V. FUNDING STATEMENT**

Only costs that are directly attributable to specific work under this Agreement are allowable for reimbursement.

Original funding to each Local or Tribal Health Department was allocated as follows. As noted above, this agreement does not provide any new or additional funding rather extends the use of previously awarded funds through December 31, 2023.

- A \$250,000 base award will be offered to each jurisdiction
- Additional award funding will be based on a population multiplier
- Local or Tribal Health Departments who have chosen to increase their workforce capacity using the Population Health Institute Response Corps will have the appropriate portion of their award paid directly to the Response Corps

**VI. INVOICE AND PAYMENT SCHEDULE**

The Subrecipient shall only submit invoices/expenditure reports to the Department for qualifying expenses that comply with services rendered in accordance with the terms and conditions of this Agreement

Expenditure reports will be prepared according to contract monitor instructions and submitted to the contract monitor at the same time expenses are submitted to the DHS CARS unit for payment. The Expenditure Report form (F-00642) is e-mailed to CARS ([dhs600rcars@wi.gov](mailto:dhs600rcars@wi.gov)).

Exhibit A

Failure to follow the CARS Payment Processing Schedule could result in delayed or non-payment due to unmet terms of agreement.

**VII REPORTING**

Reporting requirements include:

Report Types	Frequency Due	Where to submit	Notes
CARS Expenditure Report Form (F-00642)	Monthly	<a href="mailto:dhs600rcars@wi.gov">dhs600rcars@wi.gov</a>	This report is due by the 15th of each month
Summary of activities supported by the funding	Quarterly	<a href="mailto:dhsdphbcdcontracts@dhs.wisconsin.gov">dhsdphbcdcontracts@dhs.wisconsin.gov</a>	Utilize latest version of quarterly report template*

\*At the time this agreement was issued the latest version of the quarterly report template was version three, which is attached below. Instructions for how to complete are available within this document.

Quarterly reporting follows the following schedule:

Quarter	Months	Due Date
1	January – March	April 30
2	April – June	July 31
3	July – September	October 31
4	October - December	January 31

Local Public Health Departments should report expenses to CARS Profile 155817 (formerly 155806).

Tribal Public Health Departments should report expenses to CARS Profile 65506.



Quarterly CARS Report Form (V3) xls

**Certificate Of Completion**

Envelope Id C5E02482F2404058853993FFF6A28FAD  
Subject 155817 - Franklin HD- 2021 DPH Consolidated Contract- 47708-8  
Source Envelope  
Document Pages 8 Signatures 1  
Certificate Pages 5 Initials 0  
AutoNav Enabled  
Envelopeld Stamping Enabled  
Time Zone (UTC-06 00) Central Time (US & Canada)

Status Sent

Envelope Originator  
Yvette Smith  
1 West Wilson St  
Madison, WI 53703  
yvettea.smith@dhs.wisconsin.gov  
IP Address 165.189.255.23

**Record Tracking**

Status Original  
2/21/2023 8:58:36 AM  
Security Appliance Status Connected  
Storage Appliance Status Connected

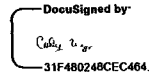
Holder Yvette Smith  
yvettea.smith@dhs.wisconsin.gov  
Pool StateLocal  
Pool DHS

Location DocuSign  
  
Location DocuSign

**Signer Events**

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

**Signature**



Signature Adoption Uploaded Signature Image  
Using IP Address 165.189.255.23

**Timestamp**

Sent 2/21/2023 9:08:13 AM  
Viewed 2/21/2023 10:10:28 AM  
Signed 2/21/2023 10:15:36 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

Sent 2/21/2023 10:15:40 AM  
Viewed 2/22/2023 8:40:31 AM

**Electronic Record and Signature Disclosure:**  
Accepted 2/22/2023 8:40:31 AM  
ID bc89c226-e41b-473b-a423-5eef8f9dcd94

Jonette Arms  
jonette.arms@dhs.wisconsin.gov  
Security Level Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted 2/22/2023 8:40:14 AM  
ID 32fa3b23-c7bc-49cc-ac26-a52aee109cb6

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)

**Status**

**COPIED**

**Timestamp**

Sent 2/21/2023 9:08:13 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

DPH Contracts  
DHSDPHContracts@dhs.wisconsin.gov  
DPH Contracts Shared Account  
Wisconsin Department of Health Services  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent 2/21/2023 9:08:14 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

2/21/2023 9:08:14 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: [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@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 [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@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 [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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

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



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

### **Required hardware and software**

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


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

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

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

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

**BLANK PAGE**

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>3/7/2023</b>
<b>Reports and Recommendations</b> 	Motion to allow the Director of Health and Human Services to accept the Strategic Prevention Framework – Partnerships for Success Grant.	<b>ITEM NUMBER</b> G.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. Specifically 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.

FHD and Volition Franklin plan to utilize these funds for the following:

- Use the Strategic Prevention Framework to identify and select comprehensive, data-driven substance misuse prevention strategies and to accomplish goals
- Build capacity to address underage drinking, marijuana and e-cigarette/ tobacco among persons aged 9-20
- Collect and report community- level data to determine progress towards 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 to ensure dissemination of these messages

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

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to allow the acceptance and execution of the 2022-2023 Strategic Prevention Framework – Partnership for Success (SPF-PFS) grant.

Health Department: LG

**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: 9/30/2022 to 9/29/2023

Community Advocates Grant Administrator: Harrison

Bjorback

Community Advocates Telephone: 763-647-0237

Grant Administrator Email: Hbjorback@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 ( 3,20 3 18-08 CST)

Date: Jan 3, 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 transmissions 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: **Harrison Bjorback**  
Telephone: **763-647-0237**  
Email: **Hbjorback@communityadvocates.net**

Grantee Grant Administrator  
Grant Administrator Name: **Courtney Day**  
Telephone: **414-425-9101**  
Email: **cday@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 10<sup>th</sup> 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 10<sup>th</sup> 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 address: Attn: Kari Southern, 728 N James Lovell Street, Milwaukee, WI 53233.
- 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 45 C.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](mailto: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	9/30/2022
Subaward period of Performance End Date	9/29/2023
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](http://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

<b>SIGNATURE</b> – 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, cost, resources needed, etc

<b>PFS19 Project Goals</b>	<b>Strategy Menu</b>										
<p><b>Goal 1</b></p> <p>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</p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center;">Socio-Ecological Model Level</th> <th style="text-align: center;">Grant Activities Strategies</th> </tr> </thead> <tbody> <tr> <td style="background-color: black; color: white; text-align: center;">Individual</td> <td> <ul style="list-style-type: none"> <li>Botvin LifeSkills Training</li> </ul> </td> </tr> <tr> <td style="background-color: #cccccc; text-align: center;">Relationship</td> <td> <ul style="list-style-type: none"> <li>Youth Wellness Circle</li> <li>Small Talks Campaign</li> <li>Youth Ambassador Pilot</li> </ul> </td> </tr> <tr> <td style="background-color: black; color: white; text-align: center;">Community</td> <td> <ul style="list-style-type: none"> <li>Awareness Raising</li> <li>Youth Mental Health First Aid</li> <li>Question – Persuade – Refer Training</li> <li>De-escalation Techniques Trainings</li> <li>Youth protective &amp; risk factor trainings</li> <li>Substance Use and Trauma Trainings</li> </ul> </td> </tr> <tr> <td style="background-color: black; color: white; text-align: center;">Society</td> <td> <ul style="list-style-type: none"> <li>Compliance Checks</li> <li>Retail Assessments</li> <li>School Policy Assessment</li> </ul> </td> </tr> </tbody> </table>	Socio-Ecological Model Level	Grant Activities Strategies	Individual	<ul style="list-style-type: none"> <li>Botvin LifeSkills Training</li> </ul>	Relationship	<ul style="list-style-type: none"> <li>Youth Wellness Circle</li> <li>Small Talks Campaign</li> <li>Youth Ambassador Pilot</li> </ul>	Community	<ul style="list-style-type: none"> <li>Awareness Raising</li> <li>Youth Mental Health First Aid</li> <li>Question – Persuade – Refer Training</li> <li>De-escalation Techniques Trainings</li> <li>Youth protective &amp; risk factor trainings</li> <li>Substance Use and Trauma Trainings</li> </ul>	Society	<ul style="list-style-type: none"> <li>Compliance Checks</li> <li>Retail Assessments</li> <li>School Policy Assessment</li> </ul>
Socio-Ecological Model Level	Grant Activities Strategies										
Individual	<ul style="list-style-type: none"> <li>Botvin LifeSkills Training</li> </ul>										
Relationship	<ul style="list-style-type: none"> <li>Youth Wellness Circle</li> <li>Small Talks Campaign</li> <li>Youth Ambassador Pilot</li> </ul>										
Community	<ul style="list-style-type: none"> <li>Awareness Raising</li> <li>Youth Mental Health First Aid</li> <li>Question – Persuade – Refer Training</li> <li>De-escalation Techniques Trainings</li> <li>Youth protective &amp; risk factor trainings</li> <li>Substance Use and Trauma Trainings</li> </ul>										
Society	<ul style="list-style-type: none"> <li>Compliance Checks</li> <li>Retail Assessments</li> <li>School Policy Assessment</li> </ul>										
<p><b>Goal 2</b></p> <p>Decrease behavioral health disparities that lead to differences in access, service use, and outcomes of substance use in Milwaukee County</p>											
<p><b>Goal 3</b></p> <p>Increase capacity at the community level to boost protective factors and mental health wellness</p>											

**Strategy** *Small Talks Campaign*

**Socio-Ecological Model Level** Relationship

## 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 FY4	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, radio advertisement with Audacy, etc.)	April, 2022 (Alcohol Awareness Month)	Coordinator	Coalition Action Groups
Small Talks tabling at local community events	Throughout FY4	Coordinator, Coalition members	Parent Groups, Local Sports Teams, Youth-Serving Groups
Small Talks Survey – learn Franklin parent’s attitudes towards alcohol	April 2023	Community Assessment Action Group	School District, Parent Organizations

## Cost and Budget Impact

How much will this cost to implement? What impact will this have on your overall project budget?

- Costs associated with implementation of Small Talks outreach efforts
  - Branded materials available free of charge from WI DHS
    - ✦ Yarn Signs, branded posters, magnets, fridge locks, etc.
- Pricing for Radio advertisements = \$3,000
- Purchasing of additional fridge locks for Franklin Small Talks Campaign = estimated \$3,000

## 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

- Mantam 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

<b>Strategy</b> <i>Awareness Raising</i>
<b>Socio-Ecological Model Level</b> Community

### 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-PFS Workplan (underage drinking, vaping/electronic cigarettes, marijuana, youth mental health promotion), Social Media Platforms Facebook, Instagram, & YouTube	Ongoing	Coordinator	Parent Action Group, Community Outreach Action Group, Community Assessment Action Group
Awareness Raising via local receipts—Pick & Save Receipts (contract w/ RTUI) <ul style="list-style-type: none"> <li>• Inclusion of coalition advertisement about underage drinking on back of local Pick &amp; Save receipts, includes QR code linking back to website</li> </ul>	Ongoing	Coordinator	Local Business Community
Community Tabling Events – <ul style="list-style-type: none"> <li>• Local Grocery Stores</li> <li>• Franklin Summer Concerts in the Park</li> <li>• Elementary School Fairs</li> </ul>	Ongoing	Coordinator	Coalition members Host sites <ul style="list-style-type: none"> <li>• Business Owners</li> <li>• PTO's</li> </ul>
Help support Franklin's Annual 'Spring Community Wellness Walk /Mental Health Resource Fair' <ul style="list-style-type: none"> <li>• Provide support and offer mental health resources and incentives for walk participants <ul style="list-style-type: none"> <li>o T-shirts for first 100 participants (\$1,500)</li> <li>o Sunglasses for first 100 participants (\$1000)</li> <li>o Signage and advertising for the event (\$1,000)</li> <li>o Colored Powder for 'color run' = \$800</li> </ul> </li> </ul>	January-June 2023	Coordinator and Health Department Public Health Specialist	Health Department Coalition members Health Department Partners
Mental Health Awareness PSA collaboration with Community Alliance at Franklin Milky Way Drive-In Movie Theater, preview between movies and tabling opportunities	Summer 2023	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 2023	Coordinator	Youth Sector Volunteers and Parent Sector Volunteers

## Cost and Budget Impact

How much will this cost to implement? What impact will this have on your overall project budget?

- Receipt cost from RTU1 = \$3,500
- Pricing for Drive-in Movie Preview = \$1,200
- 'Know the Facts' Sheets = Up to \$1,500
- Spring Wellness Walk/Mental Health Resource Fair = \$4,300

## 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
  - o School Social Worker and District Wellness Committee
  - o Board of Health Support
- Time – Staff Time and Volunteer Time
  - o 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

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

### Cost and Budget Impact

How much will this cost to implement? What impact will this have on your overall project budget?

- Minimal costs associated with completion of compliance checks
    - Maintaining partnership with local PD
    - Possible background check costs associated with youth volunteers (\$20/volunteer) cost likely covered by PD
    - Cost of frames for pass certificate (\$1/frame @ Dollar General) \*\* = \$50
    - Cost to print certificates (cardstock and ink) \*\*
- 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
  - PD provides training for youth volunteers
  - PD outreach to MATC Criminal Justice program to recruit volunteers
- Establish working relationship with licensing committee
  - 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
  - Track information on repeat failures
  - Maintain (or improve) past 83 5% pass rate

**Strategy** Youth Mental Health First Aid / Question – Persuade – Refer Trainings

**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
Partner with Community Advocates Public Policy Institute to coordinate trainings for interested coalition members	Throughout FY4	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 FY4	Coordinator	School District Parents
---	----------------	-------------	-------------------------

### Cost and Budget Impact

How much will this cost to implement? What impact will this have on your overall project budget?

- Coordination of YMHFA training with PPI when offered (or available) o Available to interested coalition members virtually
  - o Coordinator will send registration information to coalition mailing list
- Partnership with Franklin School District o Coalition will cover cost of YMHFA textbook (\$20/book/participant) † Cover cost for the purchase of 50 books = \$1,000 **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 o Outcome evaluation

### Planned Activities

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

Action step	Timeline	Person Responsible	Potential Partners Needed
Continued retail assessment of Class A Alcohol retailers in the City of Franklin using Counter Tools survey	Throughout FY4	Coalition Volunteers	Coalition members, Local Businesses and Class A Alcohol Retailers
Presentation of Counter Tools Retail Assessment to a variety of partners (coalition members, Franklin alcohol ad hoc committee, etc )	Throughout FY4	Coordinator	Alcohol Ad Hoc Committee, PFS-SPF Coordinators and Evaluators
Coordinate 'Sticker Shock' campaign with youth coalition members at local alcohol retailers prior to summer break and graduation party season	May/June 2023	Coordinator and Youth Coalition Members	Coalition members, Local Businesses and Class A Alcohol Retailers

### Cost and Budget Impact

How much will this cost to implement? What impact will this have on your overall project budget?

- Action steps primarily accomplished through in-kind efforts • Printing of 'Sticker Shock' campaign materials ○ \$1,000.00 for custom sticker orders **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

*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?*

- Continued collection of 'Counter Tools' survey on Class A establishments in Franklin
  - Comparable results from previous year's surveys
- Youth led-sticker shock campaign—also leads youth through how to complete a retail assessment while supervised by adult coalition volunteers

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">H</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">3/7/2023</p>
<p style="text-align: center;"><b>Reports and Recommendations</b></p>	<p>Motion to approve the addition of a .15 FTE intern position to the Franklin Health Department authorized positions table.</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G9.</p>

**Background:** Student placements provide the opportunity for bachelor or master level students with an interest in public health to gain experience in public health practice while contributing the knowledge and skills acquired through academia to local health initiatives.

**Analysis:** Franklin Health Department interns will work towards the department's mission to protect and promote health and prevent disease and injury in the Franklin community. Students will contribute to a variety of department focuses such as program planning, data collection and analysis, evidence based programming, health improvement events, community collaboration, program evaluation, gap analysis, creation of health department products and deliverables, as well as enhancing current initiatives and efforts. Updates the FHD authorized positions table will permit for utilization of grant funding to support student field experiences when applicable.

Student internships would vary depending on school and student specific program. For example, UW LaCrosse's community health education interns complete a 240 hour field experience. Masters of Public Health students from Zilber complete 240 hours, and Zilber Bachelor students a 120 hour field experience.

When an internship opportunity develops, a Memorandum of Understanding or Placement Agreement would follow typical City protocol of review by legal council and Mayoral or Council approval.

Paid internships or filling of this authorized position would only be done when grant dollars are available to support the opportunity.

**Fiscal Note:** There will be no impact to the City of Franklin budget for approval to update the authorized position tables. Furthermore, if intern FTE's are filled, compensation will be covered by grant funding, therefore not having any direct impact on the City of Franklin budget.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to approve the addition of a .15 FTE intern position to the Franklin Health Department authorized positions table.

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 7, 2023
Reports & Recommendations <del>X</del>	Establish a Community Document Shredding Event with ProShred Security	ITEM NO. G.10.

**BACKGROUND**

The item "Establish a Community Document Shredding Event on May 13, 2023 with Sericycle" was discussed at the January 17, 2023 Common Council meeting (Item G.10). Staff was directed to use the City's standard agreement form and also check other companies. There was no update at the the February 7, 2023 Common Council meeting. A follow-up at the February 21, 2023 Common Council meeting to award to ProShred Security was tabled.

**ANALYSIS**

Enclosed is an agreement with ProShred Security to perform a community document shredding event for Saturday, September 23, 2023.

**OPTIONS**

- A. Direction to Staff to execute agreement with Stericycle with previously provided contract, or
- B. Direction to Staff to execute agreement with ProShred Security with a contract in the form of the City's standard form, and
- C. Give direction to staff on acceptable / not acceptable dates in the late summer/early fall.

**FISCAL NOTE**

Per the previous discussions, it is estimated that the shredding event will cost around \$2,400 plus Staff overtime of over \$1,000. Per the direction on August 16, 2022, this work was considered in the 2023 budget for the Solid Waste Fund (19). A contract will be charged to account 19-0341-5284.

**RECOMMENDATION**

(Option B) Direction to Staff to execute agreement and coordinate a Community Document Shredding Event with ProShred Security on Saturday, September 23, 2023.

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Proshred Security (hereinafter "CONTRACTOR"), whose principal place of business is 1425 Commerce Ave. Brookfield, WI 53045.

## W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide a community document shredding event.

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

### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for document shredding as described in CONTRACTOR's proposal to CLIENT dated March 2, 2023

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

## II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a budget of \$2,400, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$ 2,400. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

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

## IV. ASSISTANCE AND CONTROL

- A. Kevin Schlueter, Street Superintendent will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, William Mueller CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

**V. TERMINATION**

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

**VI. INSURANCE**

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

<p>A. General/Commercial Liability <i>(Must have General/Commercial)</i></p>	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>B. Automobile Liability <i>(Must have auto liability)</i></p>	<p>\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability</p>	<p>\$10,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>



D. Worker's Compensation and Employers' Liability ( <i>Must have workers compensation</i> )	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
---	---

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

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

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

**VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of September 23, 2023.

**IX. DISPUTES**

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

**X. RECORDS RETENTION**

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

## **XI. MISCELLANEOUS PROVISIONS**

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

**XII. CONTROLLING TERMS AND PROVISIONS**

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

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

CITY OF FRANKLIN, WISCONSIN

PROSHRED Security

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Stephen R. Olson

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

TITLE: Mayor

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

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

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

BY: \_\_\_\_\_

PRINT NAME: Karen L. Kastenson

TITLE: City Clerk

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

BY: \_\_\_\_\_

PRINT NAME: Tom Bakalarski

TITLE: Interim Comptroller and Treasurer

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

Approved as to form:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

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

# SERVICE AGREEMENT

ATTACHMENT "A"



Pursuant to this Service Agreement (the "Agreement"), The City of Franklin agrees with PROSHRED® to destroy all of the Client's confidential documents and other sensitive and proprietary materials at a Shred Event on 9/23/2023

## SERVICE

PROSHRED® warrants that the destruction service will be completed exclusively on-site on a predetermined schedule by trained, insured, bonded and certified Customer Service Professionals in compliance with PROSHRED® ISO 9001-2000 policies and procedures

The Client hereby authorizes and directs PROSHRED® to destroy all documents furnished to PROSHRED® pursuant to the Agreement. The Client hereby agrees to indemnify and save harmless PROSHRED® from and against all claims, losses, expenses, demands and actions whatsoever and howsoever arising as a result of PROSHRED® destroying documents and other materials

PROSHRED® agrees provide Two trucks for shred event on the date of 9/23/2023 at 9229 Loomis Rd. Franklin, WI 53132 | Start time 9AM  
Contact: Glen Morrow

## SECURITY CONTAINERS & ITEMS NOT TO SHRED

PROSHRED® will provide security containers in which the documents to be shredded will be placed in for such shredding. Paper, folders, hanging folders, paper clips, elastics, staples and metal clips can all be shredded and should be the only items placed into the bins for shredding. Items such as batteries, 3 ring binders, cardboard and any other non-recyclable items may cause damage to our trucks and as such City of Franklin may be liable for any damages and or cleanups incurred during their shred event. We recommend City of Franklin broadcasts to their customers that they check their boxes for such items and that only paper, folders and small fasteners as mentioned above may be shredded.

## PRICING AND PAYMENT

Pricing for a Shred Event service is based on the number of hours, not on the volume of paper shredded. 2 hour minimum is required to book the event. PROSHRED® will provide secured bins for the documents to place in for shredding. Payment is due upon receipt of invoice unless otherwise agreed to below

Cost per hour: \$ 300.00 per hour / per truck | 2 hour minimum required | Four (4) Hours booked | Two Trucks Start Time: 9AM (9~1pm)

Payment Due 9/23/2023 Billing to CC on file

## LIMITATION OF LIABILITY

The Client assumes exclusive and full responsibility for the security of its documents and sensitive and proprietary materials deposited in the security containers up until such documents and materials are furnished to PROSHRED® for destruction

IN NO EVENT WILL PROSHRED® OR THE CLIENT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH THE OTHER PARTY MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR PERFORMANCE OF THE AGREEMENT

## CANCELLATION

The Agreement can be terminated upon 30 days' written notice by either party without cause or penalty

## ACCEPTANCE

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Client Name \_\_\_\_\_

PROSHRED®

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 7, 2023
Reports & <del>XXXX</del> Recommendations	<b>A Resolution to Enter Agreements with Milwaukee County for Emergency Vehicle Pre-emption and Lighting Equipment at W. Forest Home Avenue (CTH OO) Intersections with W. St. Martins Road and W. Rawson Avenue (CTH BB)</b>	<b>ITEM NO.</b> G.11.

**BACKGROUND**

*[This item appeared at the February 20, 2023, Common Council meeting and was tabled to reappear at the March 7, 2023 meeting. Staff is still in discussion with City Finance staff and Milwaukee County Staff. Staff would support further tabling of this matter and return to a future agenda at Staff's discretion.]*

Traffic signals are in the process of being upgraded to include “Pre-emption Equipment” or also known as “Emergency Vehicle Pre-emption” (EVP). Per the US Department of Transportation “EVP systems are designed to give emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches. The most commonly reported benefits of using EVP include improved response time, improved safety, and cost savings. These benefits have been realized since the early deployments of EVP and have been documented since the 1970s.”

Milwaukee County Department of Transportation (MCDOT) is planning a 2023 road reconditioning (not a full reconstruction) project for W. Forest Home Avenue (CTH OO) from W. Jefferson Terrace (Hi View Drive / Muskego city limits) to W. Speedway Drive. The project will be funded under the Local Road Improvement Program (LRIP).

Elsewhere on this agenda is an item for reimbursement to MCDOT for City infrastructure on this project that their contractor will install. This Council Action item is ownership and maintenance of items related to the signals.

- Agreement for installation of EVP equipment for traffic signals at the intersection of W. St. Martins Road and W. Forest Home Avenue.
- Supplemental Agreement for installation of street lighting on the EVP traffic signals for W. Forest Home Avenue and W. Rawson Avenue. Note that there is an existing EVP agreement for the signals at W. Forest Home Avenue and W. Rawson Avenue dated November 11, 2016 (attached for reference).

**ANALYSIS**

It is appropriate to have MCDOT do this work with the other work involved in the road reconditioning project. The Franklin Fire Department has previously expressed support to provide EVP equipment at all signalized intersections.

**OPTIONS**

Authorize the signing of the attached State agreements or other direction to Staff.

**FISCAL NOTE**

Detailed fiscal discussion for the installation is addressed on the Milwaukee County agreement found elsewhere on this agenda. Installation costs are to be added to the 2024 budget and ongoing maintenance to be added to all future budgets. The City will be billed for half of the electric usage and maintenance, as needed. Highway GL 01-0331-5419 (Traffic Signal Electricity) and GL 01-0331-5420 (Traffic Signal Maintenance) are where these expenses are included and will need to be adjusted for future budgets.


**RECOMMENDATION**

*Table to return to a future agenda at Staff's discretion. Or*

Motion to adopt Resolution No. 2023-\_\_\_\_\_, *[previously provided]* a resolution to enter an agreement with Milwaukee County for emergency vehicle pre-emption equipment and lighting equipment at W. Forest Home Avenue (CTH OO) intersection with W. St. Martins Road and a supplemental agreement to add lighting equipment to existing emergency vehicle pre-emption equipment at W. Forest Home Avenue (CTH OO) intersection with W. Rawson Avenue (CTH BB).

Engineering: GEM



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 7, 2023
Reports & Recommendations 	Agreement with Milwaukee County for Inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) Project from Hi View Drive to W. Speedway Drive	ITEM NO. G.12

**BACKGROUND**

*[This item appeared at the February 20, 2023, Common Council meeting and was tabled to reappear at the March 7, 2023 meeting. Staff is still in discussion with City Finance staff and Milwaukee County Staff. Staff would support further tabling of this matter and return to a future agenda at Staff's discretion.]*

Milwaukee County Department of Transportation (MCDOT) is planning a 2023 road reconditioning (not a full reconstruction) project for W. Forest Home Avenue (CTH OO) from W. Jefferson Terrace (Hi View Drive / Muskego city limits) to W. Speedway Drive. The project will be funded under the Local Road Improvement Program (LRIP). In Milwaukee County, sidewalks and off-road bike / multi-use paths are owned and maintained by the local municipality. For a project funded under the LRIP, the decision to include any sidewalk or off-road bike/multi-use paths within the project is up to the local municipality. Any costs associated with the sidewalk or off-road bike/multi-use paths (i.e. concrete, asphalt materials, base aggregate dense, curb ramps, right of way, etc.) would be paid for 100% by the local municipality through a local municipal agreement (LMA).

On May 3, 2022, the Common Council adopted Resolution 2022-7856, a resolution in support of Milwaukee County's reconditioning of W. Forest Home Avenue (CTH OO) from Hi View Drive to W. Speedway Drive to include a multi-use pathway from Hi View Drive to the southern crossing of the existing Franklin Hike-Bike Path.

On August 16, 2022, the Common Council approved Emergency Vehicle Pre-Emption Equipment at W. Forest Home Avenue (CTH OO) and W. St. Martins Road. Common Council also asked that Staff to look for grant funding. No such relevant grant funding was found.

Staff has been working with the County Staff on the entirety of the project and this project will require some modifications to sanitary and water infrastructure.

Milwaukee County has submitted the enclosed Local/County Agreement for the City work described above.

**ANALYSIS**

Milwaukee County is ready to bid the road project and have provided an estimate for City infrastructure. Staff has taken the list and recategorized the list (including 15% Contingency) into:

<u>Estimate</u>	<u>Category</u>	<u>Fund</u>	<u>2023 Budget</u>
\$94,622.00	Trail	46	\$65,000 (\$24,700 Impact Fees)
\$41,101.00	Emergency Vehicle Pre-emption	47	\$35,0000 (100% Grant)
\$62,445.00	Sanitary Sewer Utility	61	Sewer Rehab (0731-5841)
\$34,385.00	Water Utility	65	Outside Services (0758-5219)
<b>\$232,553.00</b>	<b>Total All Categories</b>		

Staff has discussed the increased costs with Milwaukee County Staff and Milwaukee County has offered to invoice some or all of the above amount at the end of the project (payable in 2024). Staff discussed the options with Finance and a 2024 option is definitely preferable for the Emergency Vehicle Preemption, Sanitary Sewer, and Water Utility funds. There should not be an issue with delaying the Trail portion (using impact fees) to wait for a 2024 invoice. The new Finance Director will be consulted and this item would return to Common Council if it is advantageous to be invoiced in 2023. Notwithstanding, these items must be included in the 2024 budget.

### **OPTIONS**

Approve the agreement. Resolutions have already been adopted to give Milwaukee County the commitment to fund the trail portion.

### **FISCAL NOTE**

As noted above, these items will be included in the 2024 Budget. During the Budget discussion, the estimates will be known amounts.


### **RECOMMENDATION MOTIONS**

*Table to return to a future agenda at Staff's discretion. Or*

Motion to adopt Resolution 2023-\_\_\_\_ *[previously provided]* a resolution to enter into an agreement with Milwaukee County for inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) project from Hi View Drive to W. Speedway Drive and direct Staff to include expenditures in the 2024 Budget.

Engineering Department: GEM



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 7, 2023
REPORTS & RECOMMENDATIONS 	Resolution for Kueny Architects, LLC to Provide Design Services for DPW and Fire Campus and 10,000 Square Foot DPW Storage Building at 7979 W. Ryan Road in the amount of \$86,849.50	ITEM NUMBER G.13.

**BACKGROUND**

The 2023 Budget includes \$2,964,000 in the 46- Capital Improvement Fund for a “DPW Cold Storage Building, Other Prep”. This project was included as there are two antiquated buildings on the DPW campus site (7979 W. Ryan Road) that are currently used for storage. The former City Hall and pre-1995 DPW garage facilities are anticipated to be demolished in the near future. DPW has inadequate and inefficient storage for equipment that is increasingly more expensive to replace and a new storage building on the southern portion of the DPW site is desperately needed.

**ANALYSIS**

Kueny Architects has been working with the DPW and Fire Department on the overall DPW campus layout. Regardless of the future uses, there are two buildings that would be in the way. Many would argue that these older buildings are in need of demolition, regardless.

DPW would proceed to advertise for bids once the design for the building is completed. Common Council would need to award any contracts for construction.

This design effort would also allow for more material storage in the area formerly used as softball fields. Kueny will design the stormwater management system and DPW would construct the facilities with in-house resources.

**FISCAL NOTE**

This item was included in the 2023 Capital Improvement Fund with borrowing needed. The project budget is \$2,964,000.

**COUNCIL ACTION REQUESTED**

Adopt Resolution 2023-\_\_\_\_\_ a resolution for Kueny Architects, LLC to provide design Services for DPW and Fire Campus and 10,000 square foot DPW storage building at 7979 W. Ryan Road in the amount of \$86,849.50.

Furthermore to direct Staff to advertise for construction the 10,000 square foot storage building when appropriate.

Engineering: GEM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

RESOLUTION FOR KUENY ARCHITECTS, LLC TO PROVIDE  
DESIGN SERVICES FOR DPW AND FIRE CAMPUS AND  
10,000 SQUARE FOOT DPW STORAGE BUILDING AT 7979 W. RYAN ROAD  
IN THE AMOUNT OF \$86,849.50

WHEREAS, the Department of Public Works (DPW) has outgrown the spaces at the facility located at 7979 W. Ryan Road including two antiquated and inefficient buildings; and

WHEREAS, the Fire Department has a need for better response times to the southern portion of Franklin and has considered relocation/construction of a fire station to this DPW campus; and

WHEREAS, Kueny Architects, LLC has provided planning services in anticipation of the construction needed on the DPW campus site and is a qualified firm to provide site and architectural services needed for this project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that certain officials are authorized to enter an Agreement with Kueny Architects, LLC. to provide design services for DPW and Fire Campus and 10,000 square foot DPW storage building at 7979 W. Ryan Road in the amount of \$86,849.50.

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

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Stephen R. Olson, Mayor

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Kueny Architects, LLC (hereinafter "CONTRACTOR"), whose principal place of business is \_10505 Corporate Drive Suite 100, Pleasant Prairie, Wisconsin.

## W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide DPW and Fire Campus Site Civil Design and 10,000 square foot DPW Building Design;

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

### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

CONTRACTOR shall provide services to CLIENT for Site Survey, Design Bidding and Construction Administration, as described in CONTRACTOR's proposal to CLIENT dated February 2, 2023,

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

### **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$86,849.50, subject to the terms detailed below.

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work
- B. Total price will not exceed budget of \$86,849.50 For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

### III. MODIFICATION AND ADDITIONAL SERVICES

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

### IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Jon Wallenkamp CONTRACTOR's Project Manager and other key providers of the

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

**V. TERMINATION**

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

**VI. INSURANCE**

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

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

C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Worker's Compensation and Employers' Liability	Statutory  <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
E Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

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

**VIII. TIME FOR COMPLETION**

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

**IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees

#### **X. RECORDS RETENTION**

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

#### **XI. MISCELLANEOUS PROVISIONS**

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

**XII. CONTROLLING TERMS AND PROVISIONS**

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

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

CITY OF FRANKLIN, WISCONSIN

KUENY ARCHITECTS, LLC

BY: \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME. Stephen R. Olson

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

TITLE: Mayor

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

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

DATE \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Karen L/ Kastenson

TITLE. City Clerk

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

BY: \_\_\_\_\_

PRINT NAME. Tom Bakalarski

TITLE: Interim Comptroller and Treasurer

DATE \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

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





**City of Franklin, WI**  
**Department of Public Works Storage**  
**Facility & Master Site Design**

**Request for Proposal**  
**Architectural & Engineering**

**March 1, 2023**

**Kueny Architects, L.L.C.**  
**10505 Corporate Drive, Suite 100**  
**Pleasant Prairie, Wisconsin 53158**

ATTACHMENT "A"

## A) Letter of Interest

December 7, 2022

City of Franklin Engineering Department  
9229 W. Loomis Road  
Franklin, WI 53152

**Regards: DPW Storage Facility and Master Site Design**

**Attention: Glen Morrow, P.E. City Engineer**

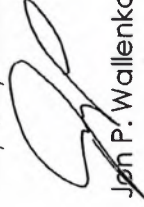
Dear Selection Team,

Thank you for the opportunity to present our design, engineering, and construction oversight services for the City of Franklin. Enclosed, you will find our Proposal for Architectural and Engineering services. **As the preeminent leader in the field of municipal planning, our firm, Kueny Architects, L.L.C.** has successfully delivered nearly 36 public works projects across the Midwest. In Wisconsin, some of our current and past projects include:

**Jefferson County Storage Buildings    Dane County Highway    Village of Brown Deer    Village of Pewaukee**

We understand the city of Franklin is requesting design, engineering, and construction oversight services to build a 10,000 square foot storage facility and site design for the entire existing DPW campus following the master design that was completed in 2022. I'm confident our team of experienced staff and consultants can design and oversee the project successfully. I encourage you to contact any of our references listed in this response. As you are aware, past clients can attest to our reputation for delivering high quality professional services. We look forward to discussing this proposal further.

Very Truly Yours,



Jan P. Wallenkamp, AIA ALA,  
Partner



Brown Deer Public Works

## B) Table of Contents

A) <u>Letter of Interest</u>	Page 1
A) Letter of Interest	
B) <u>Table of Contents</u>	Page 2
B) Table of Contents	
C) <u>Experience</u>	Pages 3-4
C) Firm Profile – General Information & Background	
C) Small Warm & Cold Facilities, Project Experience	Pages 5-10
D) <u>Resumes/Personnel Experience</u>	Page 11
D) Project Organizational Chart	Pages 12-13
D) Team Resumes – Kueny Architects, LLC Principals	Page 14
D) Team Resumes – Kueny Architects, Associates	Pages 15-17
D) Team Resumes – Mechanical & Electrical Engineering, Civil Consultants	
E) <u>Project Understanding &amp; Work Plan</u>	Page 18
E) Understanding	Pages 18-19
Task #1 – Project Start-up, Conceptual Design/Schematic	Page 19
Task #2 – Design Development/Construction Documents	Pages 19-20
Task #3 – Bidding	Pages 20
Task #4 – Construction Oversight	Page 20
Project Close-out	Page 20
Post Construction	Page 20
Meetings	Page 21



## C) Firm Profile – General Information

### KUENY ARCHITECTS, L.L.C.

10505 CORPORATE DRIVE – SUITE 100 - PLEASANT PRAIRIE, WI 53158

PHONE: (262) 857-8101 FAX: (262) 857-8103

MEMBER OF: AMERICAN PUBLIC WORKS ASSOCIATION

#### PRINCIPALS:

JON P. WALLENKAMP, AIA, ALA – Project Manager-100% Involvement-Contact

Email:[jonpw@kuenyarch.com](mailto:jonpw@kuenyarch.com)

JOHN F. SCHMIDBAUER, PE



**Kueny Architects** was born out of a private practice founded in 1959 by Robert M. Kueny. In 2000, Mr. Kueny established Kueny Architects, LLC so that his practice and love of architecture would continue. The current principals of the firm had worked for Robert for over a decade at the time.

In the six decades of existence, this seven-person firm has completed hundreds of projects in and out of the **Kenosha Area**. We continue to follow the philosophy of the man whose name is on our door.

#### **INSURANCE COVERAGE:**

##### **Workers Compensation:**

West Bend Mutual Insurance Company

Statutory Limits of Wisconsin

Employer's Liability (per accident): \$ 1,000,000

Disease (per employee): \$ 1,000,000

Disease Policy Limit: \$ 1,000,000

##### **Business Owners Insurance:**

West Bend Mutual Insurance Company

General Aggregate: \$ 4,000,000

Products – Completed Operations: \$ 6,000,000

Each Occurrence: \$ 2,000,000

Medical Expenses (any one person): \$ 5,000

Personal/Advertising Injury: \$ 1,000,000

Primary / Non-Contributory Auto: \$ 1,000,000

Excess / Umbrella Liability: \$ 10,000,000

##### **Professional Errors & Omissions**

Hartford Fire and Insurance Company

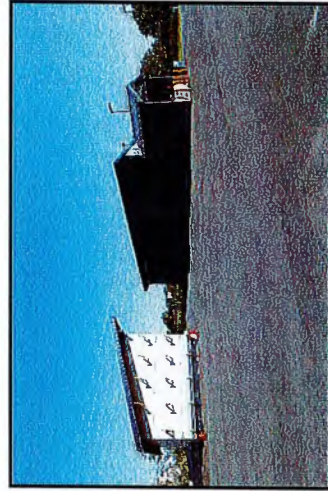
\$5,000,000/occurrence; \$5,000,000 aggregate



## C) Firm Background

Kueny Architects, LLC is a full service Architectural & Engineering firm located in southeastern Wisconsin. Founded in 1959 by local architect Robert M. Kueny, Kueny Architects has experience in a wide range of building types. Recently marking its 63rd year, the firm has completed over three million square feet of Government Projects across the Midwest in the last 31 years. Our specific experience with these facilities can be seen in the successful projects shown in this proposal. We approach the planning and engineering of buildings with a philosophy that has not changed for 63 years!

Our **Project Team** consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, This Project Team has designed and overseen the construction of nearly 36 Public Works facilities over the course of 31 years.



## C) Small Warm & Cold Facilities, Project Experience

All projects listed are primarily used to store vehicles and house operations such as Highway, Parks, Public Works, Transit and Police impound. Our firm has been designing this type of facility for thirty-one years. Projects range in size from 4,000 s.f. to over 220,000 s.f. These larger facilities often have a smaller warm or cold storage outbuilding similar to the proposed project. We have included a brief listing of a number of our more recent projects in this proposal.

### Jefferson County, WI

#### Concord Highway Satellite Facility – 2017 Lake Mills Highway Satellite Facility - 2017

Concord Project: Vehicle storage & operations for staff of (4). Direct drive configuration, stores (6) Plow Trucks and miscellaneous small equipment. Office & adjoining Ready Room, Shop, training/break areas, and restroom/locker.

Cost: \$712,000      Area: 6,250 s.f.

Lake Mills Project: Vehicle storage & operations for staff of (4). Direct drive configuration, stores (6) Plow Trucks and miscellaneous small equipment. Office & adjoining Ready Room, Shop, training/break areas, and restroom/locker.  
*NOTE: More expensive due to veneered stone required by municipality*

Cost: \$817,000      Area: 6,250 s.f.

Contact: Mr. Bill Kern, P.E., Highway Superintendent  
Phone: (920) 674-7390  
Email: [billk@jeffersoncountywi.gov](mailto:billk@jeffersoncountywi.gov)

### Dane County Highway

#### City of Verona Satellite – 2020 Town of Albion Satellite – 2019 Town of York Satellite - 2016

Projects: Three small satellite buildings for Dane County Highway Department. Kueny Architects designed a 13,450 s.f. salt building at the Albion site in 2018.

Costs & Areas:	Town of York =	\$ 444,000	\$ 88.10/s.f.	Area = 5,040 s.f.
	Town of Albion =	\$ 518,000	\$ 104.44/s.f.	Area = 4,960 s.f.
	City of Verona =	\$ 404,400	\$ 82.43/s.f.	Area = 4,906 s.f.

Contact: Mr. Jerry Mandli, P.E., Highway Commissioner  
Phone: (608) 266-4039  
Email: [mandli@countyofdane.com](mailto:mandli@countyofdane.com)



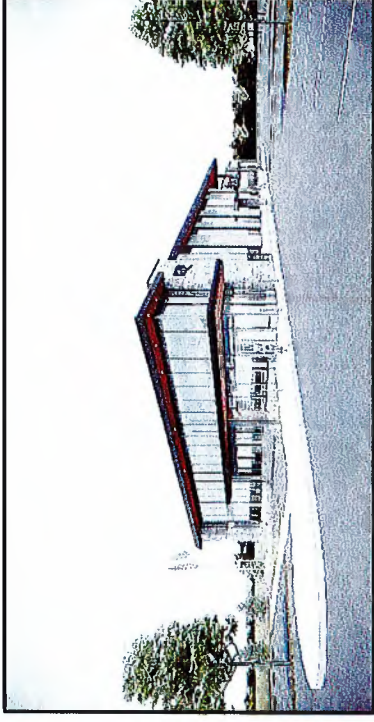
## Sun Prairie Utilities (SPU) – City of Sun Prairie – 2020-2023

**Project:** Kueny Architects was contracted to assess the condition of its 50-year-old building and conduct a space needs assessment study. Findings indicated the need for a new, larger site. A new site was found and a new 80,000 s.f. facility proposed.

**Status:** Currently, our Team is completing the design portion of the project with construction expected to begin in early 2023.

**Budget:** \$16M – \$20M (includes an inflation factor)      **Area:** 82,175 s.f.

**Contact:** Mr. Rick Wicklund – Utility Manager  
Phone: (608) 960-4047 x-231  
Email: rwicklund@myspu.org

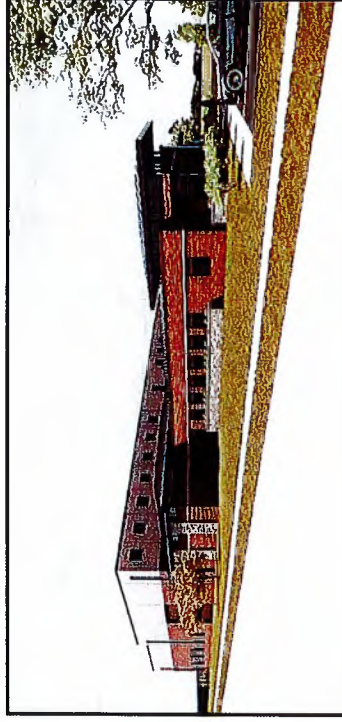


## City of Oshkosh Parks Department – 2020-2023

**Project:** Having completed the space needs analysis, our Team was contracted to provide final construction documents, bidding, and construction oversight.

**Status:** Currently, the design portion is complete, and construction is underway. The project will be built on the existing site across the street from the new Public Works Operations Center facilitated by our Team in 2014.

**Cost:** \$8,945,000      **Area:** 44,470 s.f.  
**Contact:** Mr. Ray Maurer – Parks Director  
Phone: (920) 236-5060  
Email: RMaurer@ci.oshkosh.wi.us



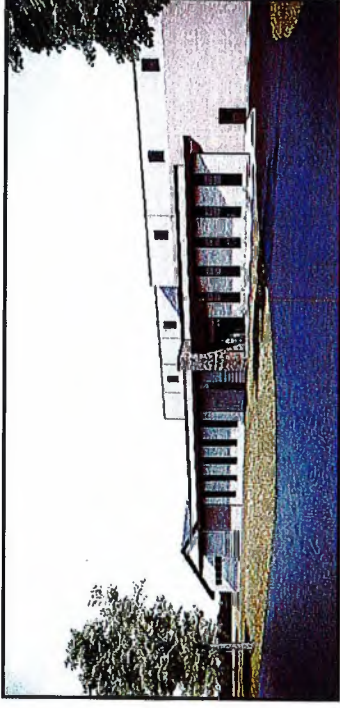
## Village of Pewaukee – 2020-2023

**Project:** Kueny Architects was contracted in late 2019 to assess the condition of the Village's municipal facilities and determine a specific long-term approach to its Public Works space needs. Findings indicated a need for 38,000 s.f. of new construction on the existing site to house administration, amenities, streets, shop, vehicle storage and maintenance.

**Status:** The bidding process is complete, and construction of the first phase is underway. The project will be built in two phases on the existing site and should be completed in the spring of 2023.

Cost: \$8,015,000                      Area: 38,300 s.f.

Contact:                      Mr. Scott Gosse – Village Administrator  
Phone: (262) 691-5660  
Email: [sgosse@villageofpewaukee.com](mailto:sgosse@villageofpewaukee.com)



## Village Of Weston – 2016 – 2022

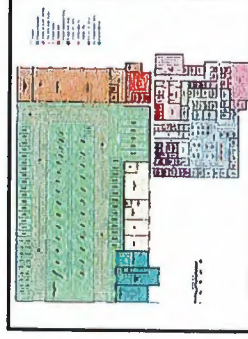
**Project:** The objective was to assess current and future spatial conditions of four operations at four locations throughout the Village. The Village expects significant growth to occur over the next 25 years and needed facilities plan to accommodate the growth. Facilities reviewed included the Municipal Center (**Streets/Vehicle Maintenance**)/Village Hall, Safety Building, **Parks & Recreation** and Landfill.

We also conducted a structural analysis and engineering inspection of mechanical, electrical and plumbing (MEP) of the two primary buildings. The deliverable was a report detailing the necessary spatial requirements, (MEP) and site improvements needed over the next 24 years. The report recommended minor improvements at the Safety building and that a new Municipal Center should be built. The Safety Building renovations were completed in 2020. The budget for the new Municipal Center was approved in 2019.

**Status:** The project was recently completed.

Cost: \$14,372,800                      Area: 87,160 s.f.

Contact:                      Mr. Keith Donner, PE, Village Administrator  
Phone: (715) 241-2610  
Email: [kdonner@westonwi.gov](mailto:kdonner@westonwi.gov)





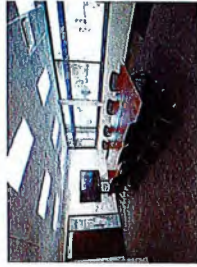
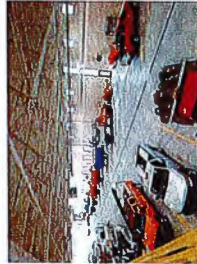


### Village of Brown Deer – Public Works Facility – 2019

Project: Village Public Works offices and support areas, repair bay, departmental shops, wash bay and indoor storage for 33 vehicles. Project includes outdoor bins, salt storage, and residential drop off.

Cost: \$ 9,368,000      \$162.92/s.f.      Area: 57,500 s.f.

Contact: Mr. Matthew Maederer, PE, Director of Public Works  
 Phone: (414) 357-0120  
 Email: mmaederer@browndeerwi.org



### City of Elkhorn Public Works Facility – 2019

Project: Public Works and Parks facility for 27 vehicles and related functions, and a full maintenance bay. Project includes, salt storage, out-building upgrades, and a manual wash bay.

Cost: \$5,186,350      \$129.66/s.f.      Area: 40,000 s.f.

Contact: Mr. Matthew Lindstrom – Operations Manager  
 Phone: (262) 723-2223  
 Email: mlindstrom@cityofelkhorn.org





## Village of Little Chute – Municipal Service – 2017



Project: DPW and Parks Department offices, staff support areas, repair bay, departmental shops, and indoor storage for 51 vehicles. Project includes outdoor material bins, salt storage, and manual wash bay.

Cost: \$ 6,057,000      \$88.94/s.f.      Area: 68,100 s.f.

Contact: Mr. Kent Taylor, Director of Public Works  
 Phone: (920) 423-3867  
 Email: kent@littlechutewi.org



## City of Cedarburg Public Works Facility – 2016

Project: DPW, offices, equipment maintenance and departmental storage for 36 vehicles and related functions, and a full maintenance bay. Project includes site improvements, fuel island, salt storage and automatic wash bay.

Cost: \$6,904,650      \$97.47/s.f.      Area: 70,840 s.f.

Contact: Mr. Joel Bublitz – Public Works Superintendent  
 Phone: (262) 375-7609  
 Email: jbublitz@ci.cedarburg.wi.us



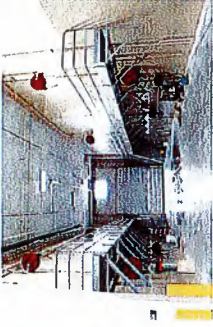
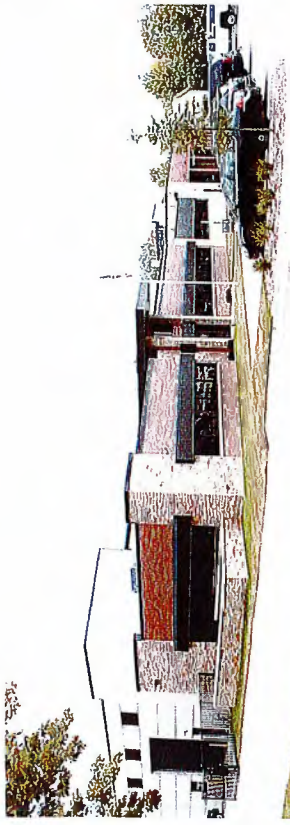


## City of Mequon Highway Division – 2016

Project: DPW and Parks Departments, offices, training room, departmental shops, and storage for 53 vehicles & maintenance of 150. Budget includes fixed equipment and full costs of site improvements including fuel island, salt storage, and wash bay.

Cost: \$ 8,467,000 Addition: 50,840 s.f. Remodel: 37,130 s.f.

Contact: Mrs. Kristen Lundeen PE, Director of PW/City Engineer  
Phone: (262) 236-2938  
Email: klundeen@ci.mequon.wi.us



## City of Oshkosh – Operations Center – 2014

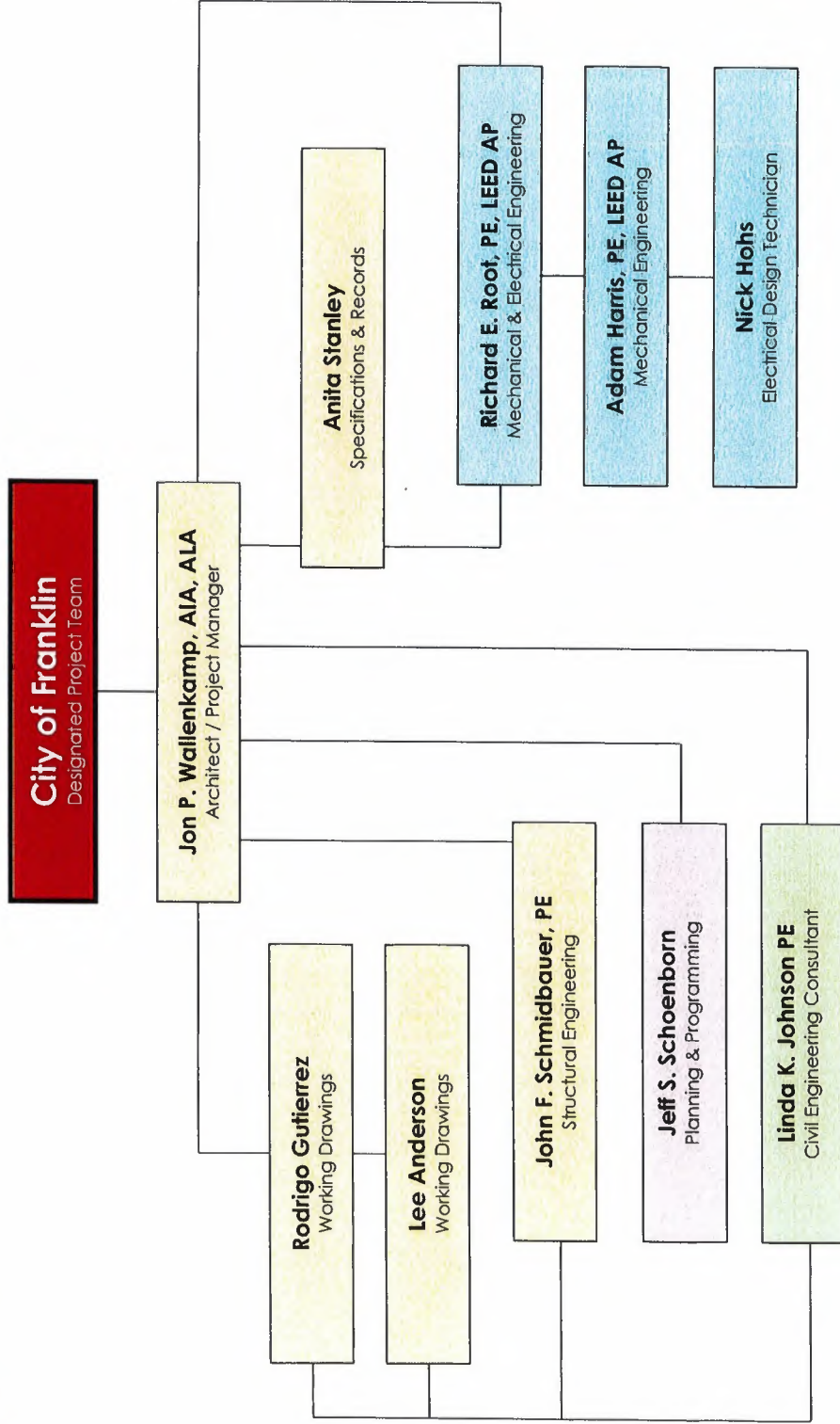
Project: DPW and Traffic offices & training rooms. Vehicle storage & maintenance space for 65 large, 17 small, and 16 sanitation vehicles with support shops and wash bay. Site includes fuel island, bulk yard waste drop off site, salt shed, material bins & cold storage building.

Cost: \$ 15,000,000 \$98.04/s.f. Area: 153,000 s.f.

Contact: Mr. Travis Hildebrandt, Public Works Manager  
Phone: (920) 232-5384  
Email: thildebrandt@ci.oshkosh.wi.us



# D) Project Organizational Chart





## D) Team Resumes – Kueny Architects, LLC Principals

### Kueny Architects, LLC – Principals

#### **Jon P. Wallenkamp, AIA, ALA, NCARB – Principal – Architect– Project Manager**

*Programming and Design, Working Drawings, Specifications, Construction Observation and Building Modeling*

**Education:** B.S. Architecture – University of Wisconsin – Milwaukee  
**Experience:** Planning Associates, Madison 1990-1991 – Intern Architect  
 Robert M. Kueny Architect - 1991 to 1999 – Project Manager  
 Kueny Architects, LLC – 2000 to present – Principal  
**Registration:** Wisconsin, Illinois, Michigan  
**Affiliations:** International Code Council  
**Publications:** “Government Fleet” Magazine – May 2011  
**Engagements:** APWA – 2012 Wisconsin and Illinois Chapter Conferences - Lecturer  
**Community:** Boy Scout Troop #146 – Troop Leader  
 City of Wauwatosa, WI Historical Society – Board Member



#### **Relevant Project Experience: Lead Architect/Project Manager**

Twin Lakes Village Hall	Genoa City Village Hall and Police	Washington County – Genoa Health Pharmacy
Shalom Center Shelter and Pantry	Kenosha County Job Center Remodel	Waukesha County Courthouse Remodel
Burnett County Jail Expansion Study	Village of Weston Safety Building Remodel	Kenosha County Juvenile Intake Remodel
Kenosha County Courts – Branch 4 Remodel	Burnett County Government Center Remodel	Kenosha County Jail – Intake Remodel
Waukesha County – Jail Medical Area	Kenosha County Courts – Branch 1 Remodel	Everest Metro Police Department Remodel
Kenosha County Molinaro Building Remodel	Waukesha County Communications Addition	Waukesha County – Jail Group Holding
Kenosha County Sheriff Storage Building	Dubuque Jule Transit – Joint Operations	Dunn County Transit Facility
City of Aurora Public Works Facility	City of Verona Public Works Facility	Village of Weston Municipal Center
Des Moines Municipal Service Center: Phase 2	City of Ames Fabric Storage Buildings	Portage County Highway Addition/Remodel
City of Sterling Heights Public Works	City of West Des Moines Operations Center	City of Urbandale Parks & Public Works Facility
Village of Brown Deer DPW Facility	City of Elkhorn Public Works Facility	Wauwatosa DPW Office Remodeling
Cedarburg Public Works Facility	Burnett County Highway & Forestry Facility	Ashland County Highway Addition

## John F. Schmidbauer, P.E. – Principal – Engineer

*Structural Engineering, Working Drawings, Specifications*

**Education:** B.S. Architectural Engineering – Milwaukee School of Engineering

**Experience:** Kapur & Associates, Milwaukee 1989-90 – Construction Surveying

Robert M. Kueny Architect – 1991 to 1999 – Project Manager

Kueny Architects, LLC – 2000 to present – Principal

**Registration:** Wisconsin, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio

**Affiliations:** International Code Council

American Concrete Institute

**Community:** Kenosha YMCA – Board of Directors – 2002 - present

St. Mary Catholic Church – Parish Council – 2004-2010, Trustee – 2005-2009



### Relevant Project Experience: Lead Structural Engineer

Twin Lakes Village Hall	Genoa City Village Hall and Police	Washington County – Genoa Health Pharmacy
Shalom Center Shelter and Pantry	Kenosha County Job Center Remodel	Waukesha County Courthouse Remodel
Burnett County Jail Expansion Study	Village of Weston Safety Building Remodel	Kenosha County Juvenile Intake Remodel
Kenosha County Courts – Branch 4 Remodel	Burnett County Government Center Remodel	Kenosha County Jail – Intake Remodel
Waukesha County – Jail Medical Area	Kenosha County Courts – Branch 1 Remodel	Everest Metro Police Department Remodel
Kenosha County Molinaro Building Remodel	Waukesha County Communications Addition	Waukesha County – Jail Group Holding
Kenosha County Sheriff Storage Building	Dubuque Jule Transit – Joint Operations	Dunn County Transit Facility
City of Aurora Public Works Facility	City of Verona Public Works Facility	Village of Weston Municipal Center
City of Sterling Heights Public Works	City of Ames Fabric Storage Buildings	Portage County Highway Addition/Remodel
Village of Brown Deer DPW Facility	City of West Des Moines Operations Center	Wauwatosa DPW Office Remodeling
Cedarburg Public Works Facility	City of Elkhorn Public Works Facility	Ashland County Highway Addition
Burnett County Highway & Forestry Facility	Village of Caledonia Highway Facility	Village of Bayside Public Works





## D) Team Resumes – Kueny Architects, LLC Associates Staff

### **Rodrigo Gutierrez** –Architectural Technician

*Building Information Modeling, Working Drawings, Specifications*

Education: Bachelor of Architecture - Javeriana University of Colombia  
Experience: Architectural Design Firms in Columbia, South America – 1999 to 2001  
Lakeview Construction - 2002 to 2008 – Architectural Services Manager  
Kueny Architects, LLC - 2008 to present – Architectural Technician

Languages: Spanish (Native Language) and English

### **Randall Schoen** –Architectural Technician

*Building Information Modeling, Working Drawings, Specifications*

Education: B.S. Architecture – Washington University, St. Louis  
M.S. Architecture - University of Wisconsin – Milwaukee  
Experience: Kueny Architects, LLC - 2011 to present – Architectural Technician

### **Lee S. Anderson** – Architectural Technician

*Building Information Modeling, Working Drawings, Specifications, Digital Presentations*

Education: B.S. Architecture – University of Wisconsin – Milwaukee  
Experience: Kueny Architects, LLC – 2014 to present – Architectural Technician

### **Jeff S. Schoenborn** – Programming, Planning, Design and Operations

*Programming, Space Planning, Operations and Design*

Education: B.S. Architecture – University of Wisconsin – Milwaukee  
B.A. Business Administration – University of Wisconsin - Milwaukee  
Experience: Operations & Design Consultant for 25 years to various A&E firms Nationwide  
Maximus (DMG/Maximus) – Senior Architectural Programming & Planning Consultant

## D) Team Resumes – Plumbing, Mechanical & Electrical Engineering Consultants

### Richard E. Root, P.E., LEED AP – Plumbing, Fire Protection & Electrical Consultant

*Plumbing, Mechanical, and Electrical Engineering*

**Education:** B.S. Mechanical Engineering – Kansas State University – 1982  
 M.S. Mechanical Engineering – University of Kansas – 1989

**Experience:** United States Navy – Civil Engineering Corps Officer – 1982 – 1998  
 Harcos Pigments – Project Engineer – 1989 - 1994  
 Unifirst Corporation – Project Engineer – 1994-1995  
 Murray & Associates – Vice President/Design Engineer – 1995-1998  
 Root Engineering Services - Principal/Lead Designer – 1998 to present

**Registration:** Wisconsin, Illinois, and 12 other states.

**Affiliations:** Member of NCEES, ASHRAE, ASPE.

**Accreditations:** LEED Accredited Professional – Building Design + Construction v3.0

#### Relevant Project Experience:

Village of Pewaukee Public Works Facility	Sun Prairie Utilities Operations Center	City of Oshkosh Parks Facility
City of Aurora Public Works Facility	City of Verona Public Works Facility	Village of Weston Municipal Center
City of Sterling Heights Public Works	City of West Des Moines Operations Center	Portage County Highway Addition/Remodel
Village of Brown Deer DPW Facility	Cedarburg Public Works Facility	Burnett County Highway & Forestry Facility
Village of Caledonia Highway Facility	Village of Bayside Public Works	Village of Little Chute Municipal Service Center
City of Mequon Highway Division Addition	Jefferson County Satellite Highway Buildings	Village of Pewaukee DPW Study
Appleton - Valley Transit Study	City of Whitewater DPW Study	City of Eau Claire Public Works Study
Dubuque Jule Transit – Joint Operations	North Shore Fire/Rescue – Sta. #83 Remodel	Town of Burlington – Sta. #2 Addition/Remodel
Twin Lakes Village Hall	Genoa City Village Hall and Police	Village of Weston Safety Building Remodel
Waukesha County Communications Addition	Kenosha County Sheriff Storage Building	Ozaukee County Justice Center Addition
Ozaukee County – Covered Bridge Park	Ozaukee County – Lion's Den Park Pavilion	Oshkosh GO Transit – Transfer Building

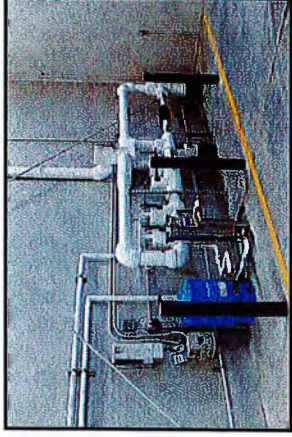
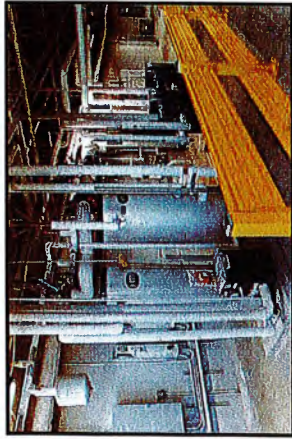


**Adam Harris, P.E., LEED AP – Plumbing, Fire Protection & Electrical Consultant**  
*Plumbing and Mechanical Engineering*

**Education:** B.S. Mechanical Engineering – Texas A&M University – 2002  
**Experience:** Victor Machine Works – Mechanical Engineer – 2002 - 2003  
Industrial Facilities Engineering – Project Manager – 2003 - 2006  
Root Engineering Services – Mechanical Engineer – 2005 - 2009  
Root Engineering Services - Principal – 2009 to present  
**Registration:** Licensed Professional Engineer in 21 states.  
**Affiliations:** Member of NCEES, ASHRAE.  
**Accreditations:** LEED Accredited Professional – Building Design + Construction v3.0  
Registered City of Chicago Energy Professional

**Nicholas R. Hohs – Electrical Design**  
*Electrical Design*

**Education:** B.S. Electrical Engineering – University of Alabama, Tuscaloosa, AL – 2018. summa cum laude  
**Experience:** Root Engineering Services - 2017 – MEP Intern  
Root Engineering Services – 2018 to present – MEP Consulting Engineer



## D) Team Resumes – Civil Engineering Consultant

### Linda K. Johnson, P.E. – Civil Engineering Consultant

*Civil Site Design, Storm Water Management and Erosion Control – Office Location: Cedarburg, WI*

#### Education:

B.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1987  
M.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1989  
M.B.A. – University of Wisconsin – Milwaukee - 2002

#### Experience:

Harza Engineering 1989-1991  
STS Consultants, Ltd – 1991-2001  
Key Railroad Development, LLC – 2001-2002  
Terra Tec Engineering (Principal) – 2002-present  
Wisconsin, Iowa

#### Registration:

#### Publications:

*Interaction of Inorganic Leachate with Compacted Pozzolanic Fly Ash*  
*Journal of Geotechnical Engineering, Vol. 118, No. 9, September 1992.*  
*Effects of Volatile Organic Compounds on Clay Landfill Liner Performance*  
*Waste Management & Research, 1991.*

#### Presentations:

*Comparison of Four Cover Systems for Fly Ash Monofills*  
*Presented at the 20<sup>th</sup> International Madison Waste Conference, April 1998, UW-Madison.*

Consultant for Kueny Architects – 2005 to present

#### Relevant Project Experience:

Village of Grafton Operations Center  
Village of Bayside Public Works  
Waukesha County Communications Addition  
City of Elkhorn DPW Facility  
Town of Cedarburg  
City of Milton  
Milwaukee County  
Winnebago County

Oshkosh Public Works Facility  
Jefferson County Satellite Buildings  
Wauwatosa DPW Office Remodel  
Cedarburg Public Works Facility  
Village of Grafton  
City of Kenosha  
City of Janesville  
Village of Oregon

Grafton Water Utility Operations Building  
Kenosha County Sheriff Storage  
Dunn County Transit Facility  
City of Sheboygan  
City of Racine  
Sheboygan County  
Village of Pleasant Prairie





## E) Project Understanding & Work Plan

### Project Understanding

We understand The City of Franklin wishes to hire an architectural/engineering firm to design and oversee construction for a 10,000 square foot storage facility and site design for the entire existing DPW campus following the master design that was completed in 2022. The full site design would account for the required stormwater management for the entire future site program.

- Main Storage Facility

The precast concrete wall panel building with a structural steel roof should consist of a 10,000 square foot (80' x 125') footprint. The main space will be used to house seasonal equipment. The unheated drive-through storage garage will have 18' tall doors and overhead storage, i.e., mezzanine and or side lien-to. Further space development to be determined along with HVAC, electrical, and any plumbing.

### Work Plan

#### **Task 1 – Project Startup, Design Development**

#### **Task 2 – Construction Documents**

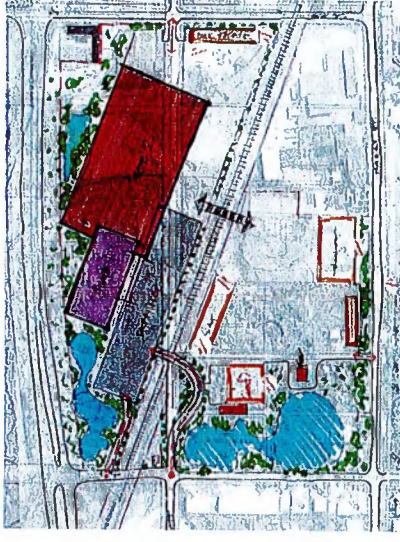
#### **Task 3 – Bidding**

#### **Task 4 – Construction Oversight**

#### **Task 1 – Project Startup, Design Development**

The intended goal of this Task is to meet with the Selection Team, review any facility/site data that may have changed since the program was completed, and provide several conceptual. Our tasks are listed below, specifically:

1. Kick-off meeting, set project scope and schedule and establish agenda for meetings and expected timeline.
2. Conduct interviews with key staff to assess any recent program changes and further needs within the scope.
3. Review the site and document nearby utilities, adjacencies, parking, and access.
4. Provide **geotechnical report/borings** if considered necessary **(included in our cost proposal)**.
5. Evaluate soil conditions with/without report findings.
6. Identify and evaluate any green building opportunities.
7. Provide cost estimates and model the schematic design for both projects into a 3-D computer model. This software can generate plans, renderings, and animations for greater understanding of the final project.



8. Present conceptual plans to staff, gather input and make refinements.
9. Update cost estimates.
10. Review preliminary building materials and finishes.

**Deliverable:**

- AutoCAD/Revit files of conceptual designs for both projects.
- Cost Analysis of the alternatives developed.

**Task 2 – Construction Documents**

1. Select the electrical, lighting, plumbing and structural systems that will be designed into the new building. Layout the basic facility and the complete campus site engineering needs and discuss general framing requirements.
2. Present any new, projected timelines for approval. Documents provided will include floor plans, sections, construction details and color renderings of the building.
3. Continued layout of site electrical, lighting plumbing, and structural systems that will be designed into the buildings.
4. An outline of major material specifications and systems will be provided.
5. As the design is refined, Kueny Architects will meet with owner at the beginning, 50%, 90%, and 100% milestones. Any comments will be incorporated into the plans.
6. At the 100% milestone, Kueny Architects will present the plans to the owner for final approval.
7. Update cost estimates and notify owner in writing of any changes to the cost estimate based on project development through the construction document phase.

The Architect and Consultants will prepare drawings and specifications per applicable codes and standards. Full plan sets will be provided including, Architectural, Civil, Structural, Mechanical and Electrical Plans, Sections and Specifications suitable for construction result. Deliverables will be provided in pdf format using Autodesk Revit.

**Deliverable:**

- Final construction documents will contain complete design drawings, specifications incorporating all required State of Wisconsin and local provisions. Prior to the release of the documents, Kueny Architects will help secure the required State and Local Plan Approvals as required.

**Task 3 – Bidding**

1. Kueny Architects will provide a final review of the necessary bid documents to prospective bidders.
2. Identify bid alternates that may be included in the bid process to reduce the project scope and budgeted amount.
3. Kueny Architects will participate in the following areas as required by the owner.
  1. Interview Contractors
  2. Assist in writing addenda per questions asked by bidders.
  3. Attend a Pre-bid Meeting
  4. Assist Purchasing in creating a bid tabulation grid.



4. Kueny Architects will **attend the bid opening** and provide bid analysis assistance and issue a recommendation to the owner and notify awarded bidders.
5. Kueny Architects will create a construction schedule to be approved by owner.

#### **Task 4 – Construction Oversight**

1. Site Visits – Members of the Design Team will be present on the site consistent with the progress of construction. It is our practice to be an advocate for the Owner in our approach to construction observation services. **All travel related to this project will be included in our fees for services. No per diem charge is typically added.**
2. Shop Drawings and Submittals –The Design Team will review all shop drawings, RFI's and submittals in accordance with the design scope. The field coordination of mechanical trades will be done by those trades.
3. Construction Progress Meetings – Kueny Architects will administer project meetings. It is anticipated these meetings would be held bi-weekly at the construction site.
4. Monthly Payment Applications – Kueny Architects, LLC will review and certify the monthly progress payments as is customary. It is anticipated these applications will be made on AIA format documents. In addition, our team will prepare the necessary payroll reporting as required by any outside funding sources.
5. Provide periodic project reports to owner staff.

#### **Project Close-out**

1. The Architect will organize the final inspection of the project by the Architect and Engineers. Based on this inspection, the Architect will prepare and distribute the Punch List to all affected parties.
2. The Architect will aid the contractor during initial start-up, testing, and adjustment of equipment.
3. The Architect will prepare the Final Record Drawings (As built) for presentation to the owner. These will consist of the original contract drawings, updated, changed or redrawn, if necessary, to indicate the actual construction of the project, based on the Architect's own observations and data supplied by the Contractors. Reproductions and digital copies of the Record drawings will be made available for the Owner's future use.

#### **Post Construction**

The Architect and consulting Engineers will make themselves available to consult on any matter arising regarding this project for as long as necessary after project completion.


1. If the Owner-Contractor Agreement requires a one-year warranty period for all the work done, the Architect will organize a Warranty Inspection Meeting approximately 11 months after substantial project completion. This inspection will define any areas of the work that will require repair or replacement under the warranty provisions. The Architect will prepare and transmit all written documents required, to inform all parties of these deficiencies.

## Meetings

Kickoff Meeting. Here we will conduct a meeting with appropriate staff and employees. The purpose of this meeting will be to introduce the team, explain the scope and goals, answer any questions or concerns, and convey our philosophy that each employee has a stake in the success of the project

Project Team Meeting This short meeting often immediately follows the Kickoff Meeting. Our team members will meet with County staff to explain the work plan, and ask any questions, i.e., requested information, project duration, and availability of team members

Staff Meetings We will schedule with staff various meetings to gain perspectives regarding service delivery. These meetings will be scheduled throughout the project to compile and explain data, and/or explain our means and methods

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 3/7/2023
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>2023 Sanitary Sewer User Fee</b>	<b>ITEM NUMBER</b> G.14.

**Background**

Annually, Milwaukee Metropolitan Sewerage District (MMSD) provides a Cost Recovery Procedures Manual which provides the necessary information to determine the MMSD sewer charge for Franklin sewer customers. The charge has three components, a fixed connection fee, a fixed hazardous waste disposal fee, and a volumetric charge. All residential customers are charged a fixed rate, regardless of the water volume used. And, commercial customers are charged for the fixed fee plus a volumetric charge based upon their water usage.

Added to the MMSD rate is an additional charge that provides the resources to maintain the local sanitary sewer system. The local charge represents approximately 38% of the total residential fee.

**Analysis**

Effective January 1, 2023, MMSD increased its total rate by 4.70% for residential customers. The prior year the rate increase was 4.9%. By way of details, MMSD increased the volumetric rate by 8.14% and the fixed MMSD rate increased by 3.11% for a combined MMSD rate increase of 4.70% for residential customers. MMSD's total residential rate increased to \$177.86 annually, or \$44.47 quarterly, up from \$169.88 annually, and \$42.47 quarterly.

The total proposed Franklin residential rate is:

**Residential Sewer Bill**

	<b>2023</b>	<b>2022</b>	<b>Inc (Dec)</b>
Franklin Charge	108.49	103.63	4.69%
Volumetric Charge (Variable)	128.48	122.71	
Connection Charge (Fixed)	43.50	42.19	
Hazardous Waste Disposal Charge	5.88	4.98	
<b>Total MMSD charge</b>	<b>177.86</b>	<b>169.88</b>	<b>4.70%</b>
<b>Total Annual Charge</b>	<b>286.35</b>	<b>273.51</b>	<b>4.69%</b>
<b>Quarterly Residential Billing</b> (rounded for quarterly billing)	<b>71.59</b>	<b>68.38</b>	<b>4.69%</b>

The annual increase of \$4.86, or \$1.22 on a quarterly basis, in the local sewer charge is due to increased costs in the 2023 Budget, the local share of the newly created Private Property Inflow & Infiltration Program, an increase in labor/benefits/cost allocations attributable to sewer duties and other miscellaneous adjustments.

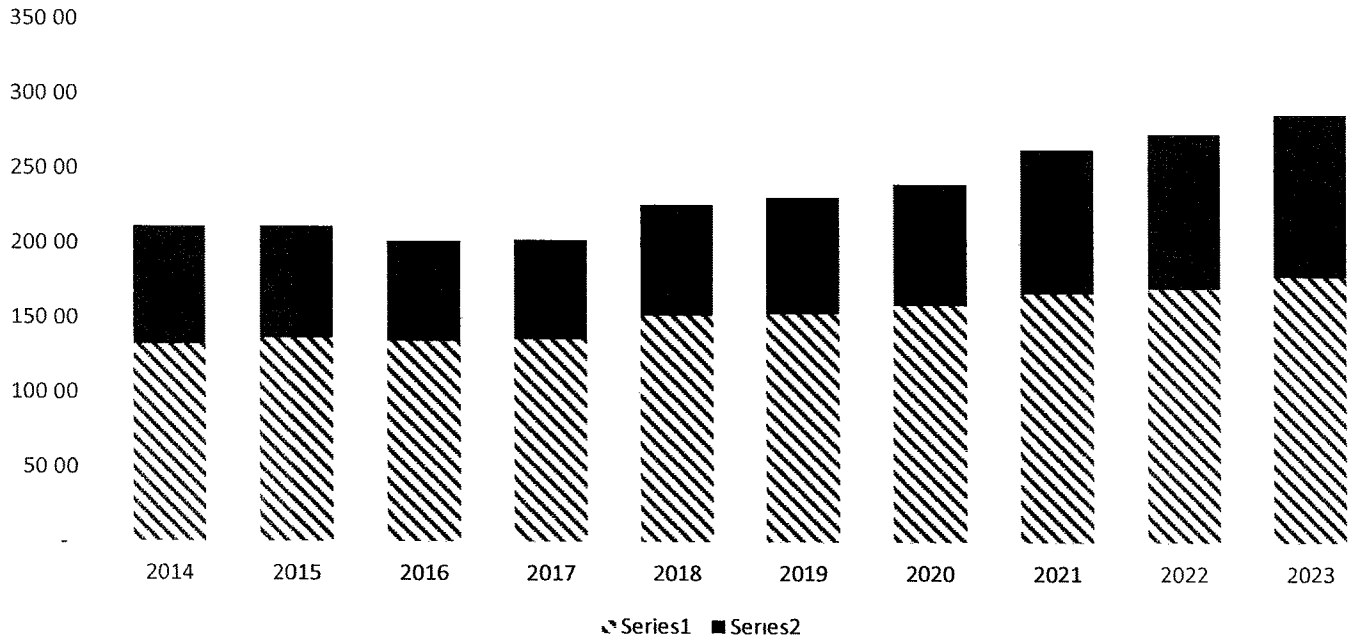
An average commercial customer using 82,000 gallons of water will see an increase of approximately 7.9%. This is due to the commercial connection charge increasing from \$16.99 to \$17.52, and the volumetric rate increasing from \$3.90367040 per thousand gallons to \$4.22158100 per thousand gallons.

As of the 4<sup>th</sup> quarter 2022 billing, there were 10,708 Sewer customers; 9,532 of those are single-family or multi-family residences.

Note that Sanitary Sewer bills are combined with water charges for properties utilizing both services.

A history of the combined residential sewer charge is represented below:

### Annual Residential Sewer Charges



#### Fiscal Impact

It is unknown to the author what the 2023 budget anticipated for an overall rate increase.


#### Recommendation

Adopt the quarterly 2023 Residential Sanitary Sewer charge of \$71.59 and a fixed Commercial Connection charge of \$17.52 plus a \$4.22158100 per thousand-gallon volumetric charge, effective January 1, 2023, as provided by Municipal Code 207-14 H (3)(b). This recommendation has not been reviewed by the Finance Committee.

### COUNCIL ACTION REQUESTED

Motion to adopt the quarterly 2023 Residential Sanitary Sewer charge of \$71.59 and a fixed Commercial Connection charge of \$17.52 plus a \$4.22158100 per thousand-gallon volumetric charge, effective January 1, 2023, as provided by Municipal Code 207-14 H (3)(b).



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 7, 2023
Reports & Recommendations  	<b>A Resolution to Vacate Distribution Easement Underground, Grant a New Distribution Easement and Pay Additional Cost to Wisconsin Electric Power Company On the City of Franklin Owned Parcel Described as the North Twelve (12) Feet of the West One-Hundred (100) Feet of Lot 2 of CSM No. 9369 (TKN 931-0006-001) 10100 S. 60th Street</b>	<b>ITEM NO.</b>  G.15.

**BACKGROUND**

On September 7, 2021, JH Hassinger, Inc. was awarded the contract for construction of S. 60th Street Sanitary Lift Station replacement (10100 S. 60<sup>th</sup> Street) for \$2,376,500.00 and issued a Notice to Proceed to accommodate purchase of property.

The Contractor has experienced delays associated with 2022 supply chain issues as well as WE Energies to provide service to the site. On October 4, 2022, an underground easement was granted to WE Energies for this project. Since that time, it has been determined that an alternate location for the easement is needed and the new location requires additional materials.

**ANALYSIS**

This work by WE Energies is needed to facilitate the current construction project.

This council action item does the following:

- Vacates the previously approved easement for WE Energies (note that this easement was not recorded)
- Grants a new easement for WE Energies that includes what was previously granted, yet extends further across the property.
- Allows additional payment to WE Energies of \$3,851.80 for the equipment and supplies needed to install in the new location.
- Authorizes WE Energies to do the work as described in the attached documents.

**OPTIONS**

Authorize Staff to execute the enclosed easement or refer back to Staff with further direction.

**FISCAL NOTE**

Below is a summary of the project budget. Consideration of this issue and the accompanying Hassinger Change Order would indicate that the entire project would be almost \$275k under budget.

GRAEF Design- Aug 2020 (61-0731-5826.7625)	\$202,100.00
GRAEF Amend- Survey- Dec 2020 (61-0731-5826.7625)	\$6,000.00
GRAEF Amend- Architectural- Mar 2021 (61-0731-5826.7625)	\$19,962.00
JH Hassinger Construction- Aug 2021 (61-0731-5827)	\$2,376,500.00
Zeta- Land Purchase- Sep 2021 (61-0731-5826.7625)	\$40,900.00
Land Purchase Misc Closing Costs- Sep 2021 (61-0731-5826.7625)	\$3,641.26
GRAEF Amend- Inspection- Feb 2022 (61-0731-5826.7625)	\$64,740.00
JH Hassinger CO 1- March 2023 (61-0731-5827)	\$7,350.00
WE Energies Additional Work- March 2023 (61-0731-5827)	\$3,851.80
<b>Total Project Costs</b>	<b>\$2,725,045.06</b>
Project Budget	\$3,000,000.00
<b>Amount Remaining for Construction Contingency</b>	<b>\$274,954.94</b>

Bond Financing for the project was approved at the Sept 21, 2021 Council meeting.

**RECOMMENDATION**

Motion to approve Resolution 2023-\_\_\_\_\_ a resolution to vacate distribution easement underground, grant a new distribution easement and pay additional cost to Wisconsin Electric Power Company on the City of Franklin owned parcel described as the north twelve (12) feet of the west one-hundred (100) feet of lot 2 of CSM no. 9369 (TKN 931-0006-001) 10100 S. 60th Street.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION TO VACATE DISTRIBUTION EASEMENT UNDERGROUND,  
GRANT A NEW DISTRIBUTION EASEMENT AND PAY ADDITIONAL COST TO  
WISCONSIN ELECTRIC POWER COMPANY ON THE CITY OF  
FRANKLIN OWNED PARCEL DESCRIBED AS THE NORTH TWELVE (12) FEET OF THE  
WEST ONE-HUNDRED (100) FEET OF LOT 2 OF CSM NO. 9369 (TKN 931-0006-001)  
10100 S. 60TH STREET

-----

WHEREAS, Wisconsin Electric Power Company, doing business as We Energies is proposing to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof; and

WHEREAS, We Energies needs more easement than what was previously granted by Common Council on October 4, on Lot 2 of CSM No. 9369, the easement on the City of Franklin owned parcel to serve a new sewage lift station at 10100 S. 60<sup>th</sup> Street.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that an easement granted to Wisconsin Electric Power Company at the City-owned parcel, Lot 2 of CSM #9369. Tax Key Number 931-0006-001 granted on October 4, 2022 be vacated; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk may execute a document to create a new and longer easement to Wisconsin Electric Power Company at the City-owned parcel, Lot 2 of CSM #9369. Tax Key Number 931-0006-001 granted on October 4, 2022; and

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

BE IT FURTHER RESOLVED, that Staff may authorize the installation of utilities with payment to Wisconsin Electric Power Company for the new facility at 10100 S. 60<sup>th</sup> Street.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO. 4778818

IO NO. 76253

EASEMENT TO  
VACATE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF FRANKLIN**, a municipal corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as the north twelve (12) feet of the west one-hundred (100) feet of Lot 2 of that certain **Certified Survey Map No. 9369**, as recorded in the office of the Register of Deeds for Milwaukee County on December 2<sup>nd</sup>, 2021, as **Document No. 11192889**; also being a part of the **Southwest ¼ of Section 26, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin**.

RETURN TO.  
We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM P129  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review.** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

931-0006-001  
(Parcel Identification Number)

Grantor:

CITY OF FRANKLIN, a municipal corporation



By *Stephen R. Olson*

STEPHEN R. OLSON, MAYOR

By *Sandra L. Wesolowski*

SANDRA L. WESOLOWSKI, CITY CLERK

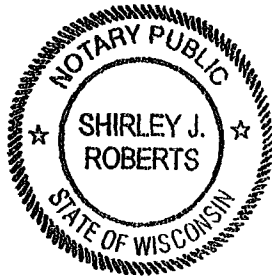
Personally came before me in Milwaukee County, Wisconsin on October 17, 2022,

the above named STEPHEN R. OLSON, the MAYOR, and SANDRA L. WESOLOWSKI, the CITY CLERK,

of the CITY OF FRANKLIN, a municipal corporation, for the municipal corporation, by its authority, and pursuant to Resolution

File No. 2022-7912 adopted by its Common Council

on October 4, 2022.



*Shirley J. Roberts*  
Notary Public Signature, State of Wisconsin

Shirley J. Roberts  
Notary Public Name (Typed or Printed)

My commission expires 3-27-2024

(NOTARY STAMP/SEAL)

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO      4778818      IO NO      76253

EASEMENT TO  
GRANT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF FRANKLIN, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area"

The easement area is described as the north twelve (12) feet of **Lot 2** of that certain **Certified Survey Map No. 9369**, as recorded in the office of the Register of Deeds for Milwaukee County on December 2<sup>nd</sup>, 2021, as **Document No. 11192889**, also being a part of the **Southwest ¼ of Section 26, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin**

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document

RETURN TO  
We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W MICHIGAN STREET, ROOM P129  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

931-0006-001  
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, user equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

**Grantor:**

**CITY OF FRANKLIN, a municipal corporation**

By \_\_\_\_\_

**STEPHEN R. OLSON, MAYOR**

By \_\_\_\_\_

**SANDRA L. WESOLOWSKI, CITY CLERK**

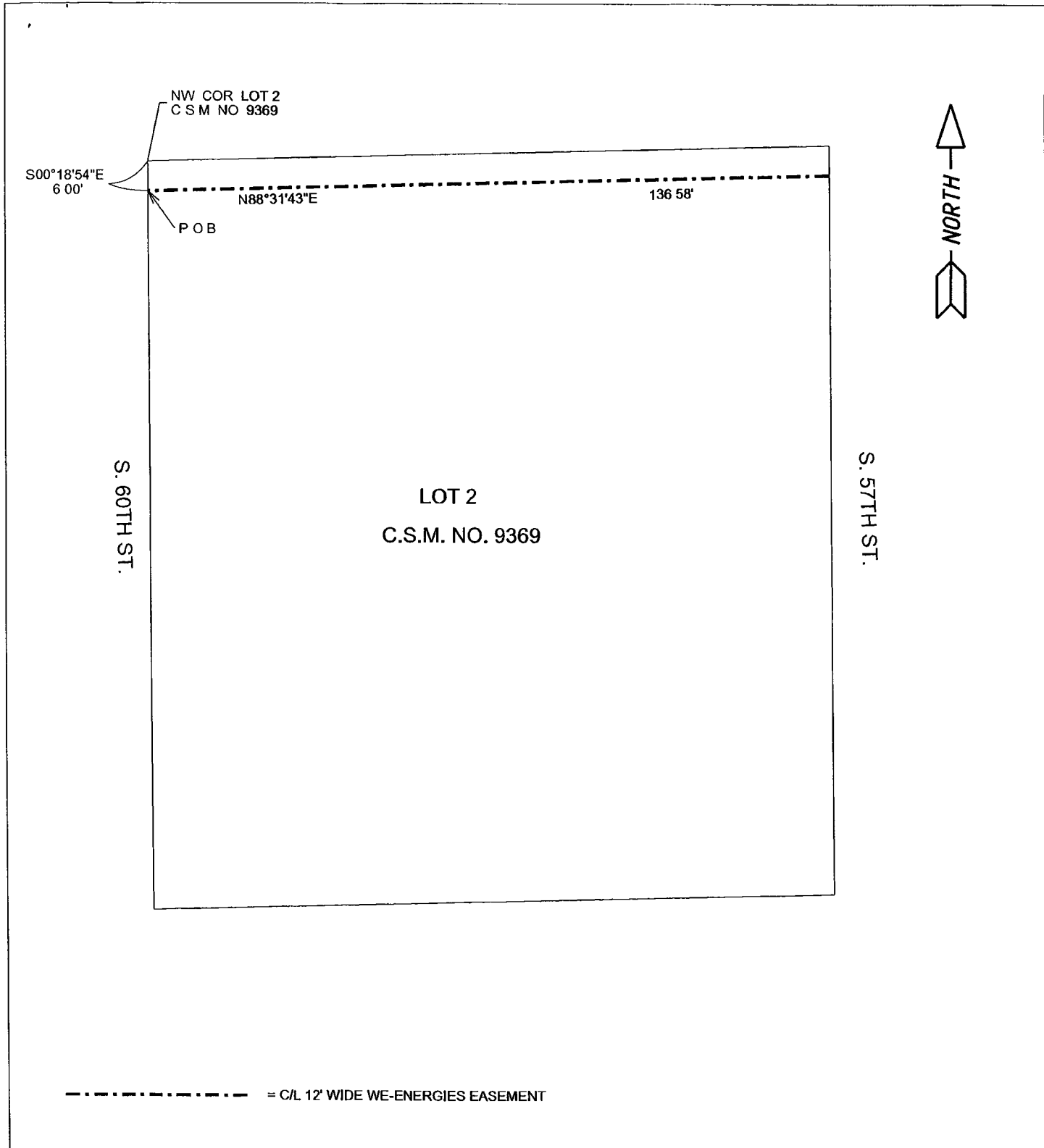
Personally came before me in Milwaukee County, Wisconsin on \_\_\_\_\_, 2023,  
the above named STEPHEN R OLSON, the MAYOR, and SANDRA L WESOLOWSKI, the CITY CLERK,  
of the CITY OF FRANKLIN, a municipal corporation, for the municipal corporation, by its authority, and pursuant to Resolution  
File No \_\_\_\_\_ adopted by its \_\_\_\_\_  
on \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires \_\_\_\_\_



S. 60TH ST.

S. 57TH ST.

LOT 2  
C.S.M. NO. 9369

----- = C/L 12' WIDE WE-ENERGIES EASEMENT

 EXHIBIT "A"

PART OF LOT 2 OF C.S.M. NO. 9369  
IN THE SW 1/4 OF SECTION 26,  
T5N, R21E, CITY OF FRANKLIN,  
MILWAUKEE COUNTY, WISCONSIN

DRAWN BY	TIMOTHY JOHNSON
DATE	2/28/2023
WR NUMBER.	4778818
REVISIONS	_____
	_____



**Installation Agreement (Standard Embedded Credit)**

**We Energies**  
4800 W Rawson Ave  
Franklin, WI 53132-8707  
www.we-energies.com



**Customer:** City of Franklin  
**Work Request #:** 4778818  
**Political District:** City of Franklin  
**Service Address:** 10100 S. 60 St.  
**We Energies Representative:** Geri Gaglione  
**Phone:** (414) 423-5008  
**Type:** Commercial

**Class:** Underground

**Size:** 400 amp, 277/480 volt

<b>Refundable Distribution:</b>	\$ 9,492.97	<b>PAYMENT AND AUTHORIZATION</b>
<b>Credit Available:</b>	\$ 0.00	
<b>Subtotal:</b>	\$ 9,492.97	
<b>Nonrefundable Distribution:</b>	\$ 30.00	
<b>Service Charges:</b>	\$ 0.00	
<b>Seasonal Charges:</b>	\$ 669.00	
<b>Total Charges:</b>	\$ 10,191.97 - amount paid \$6,340.17 = amount owed \$3,851.80	

Please review the following conditions of installation.

- ✓ The installation cost shown above covers electric facilities only. The total charges shown are valid for ninety (90) days from the date of this agreement and must be paid prior to the service being energized. In the event we encounter unusual conditions or circumstances while installing your service, additional charges may apply.
- ✓ Because our costs are higher during the winter months, seasonal charges are in effect between Dec.1 and March 31. You will be assessed seasonal charges during our winter construction season unless you request to delay installation until after March 31, or your site is ready and the Ready for Service card is returned to us on or before Nov.1.
- ✓ The installation cost shown above has been reduced by the standard embedded credit for which your installation qualifies. Embedded credits can not be used to reduce the cost of nonrefundable distribution or other items such as excess facilities, seasonal and service charges. Those dollars, with the exception of the service charges, may be eligible for refund within five years from the installation up to the original dollar amount paid.
- ✓ An outlet location letter will be sent to your electrical contractor indicating the point of termination of our cables to your building.
- ✓ All trenches opened by We Energies for underground installation will be rough backfilled and compacted using existing soil. Excess earth, stones and debris will be left on the site. Please note that we do not restore.
- ✓ Locate and mark any buried obstructions and private underground facilities (septic lines, private electric lines, fencing, drain tiles, etc.) Also, mark any future or planned structures (pools, outbuildings, decks, patios, etc.) We Energies is not responsible for damages to unmarked, private facilities.
- ✓ We require adequate rights of way for the installation and maintenance of the service equipment, including the right to clear brush and remove trees and shrubs along the route of our facilities. You may be responsible for costs associated with relocation of our facilities if future changes to your plans interfere with them. Acceptance of this agreement grants us these rights.
- ✓ Complete and return the enclosed Ready for Service card by mail or fax when the site is fully ready for installation.

**My signature below indicates my agreement to the installation contingencies outlined above.**

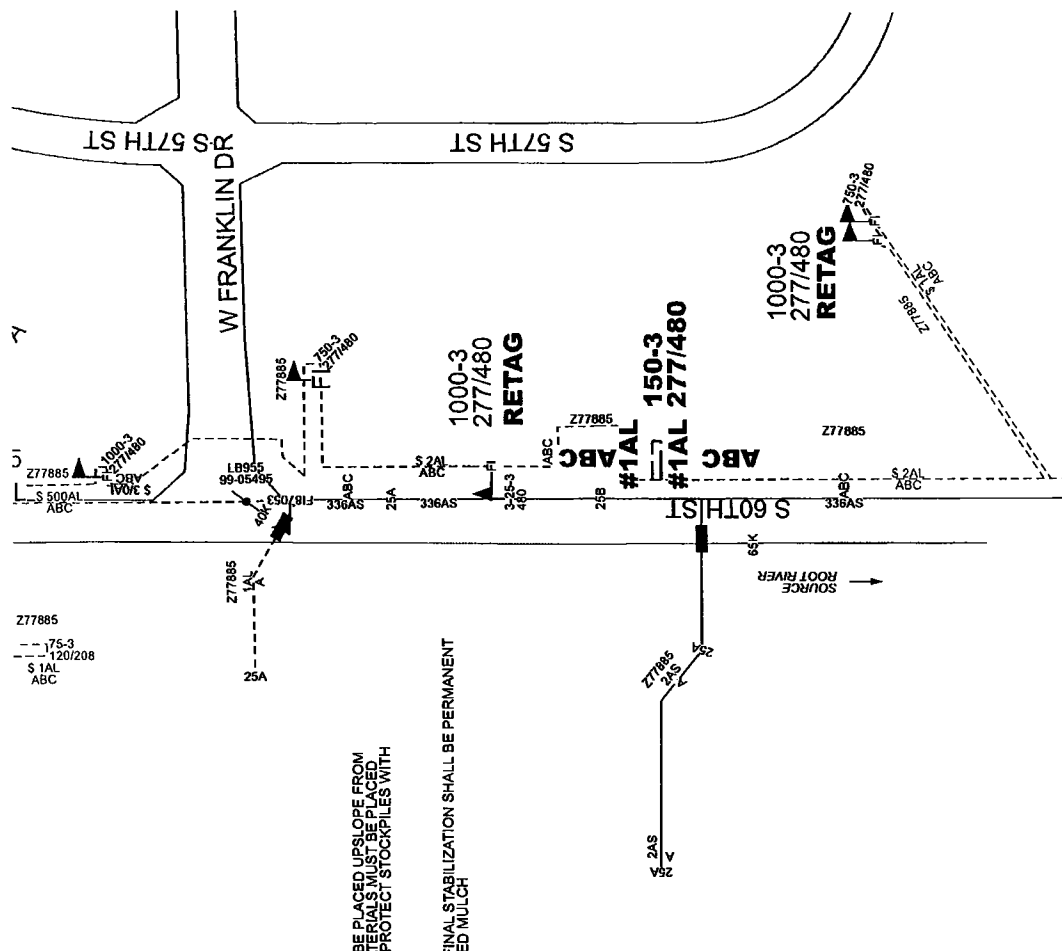
**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Title:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Return one signed copy to We Energies in the envelope provided.  
Contact the We Energies representative shown above if you have questions.**



**PRIMARY MAP  
NOT VERIFIED IN FIELD  
FEEDER Z77885**



**COMMON INFORMATION**

STAGING REQUIREMENTS:  STAGED  NOT NEEDED  YES  NO

SURVEYOR  DESIGNER  MANN / SERVICE IN EASEMENT

RESTORE PRIVATE PROPERTY:  WE ENERGIES  CUSTOMER

WORK IS APPROX. 800 FT DIRECTION SOUTH OF CL OF FRANKLIN DR NEAREST CROSS STREET (AS SHOWN ON AS-BUILT RECORD)

**ELECTRIC INFORMATION**

OPER MAP # 4175-7448-04 FEDERAL LINE # Z77885

CITY JOINT USE # \_\_\_\_\_ TEL JOINT USE # \_\_\_\_\_

**PROPOSED GAS SERVICE INFORMATION**

MTR SIZE \_\_\_\_\_ MTR TYPE \_\_\_\_\_ PRES:  EPV  RELIGHT

SERV PIPE SIZE \_\_\_\_\_ MATERIAL \_\_\_\_\_

MTR LOC: \_\_\_\_\_ FT \_\_\_\_\_ OF \_\_\_\_\_ CORNER  CURB VLV  TIE IN PIPING

CONSTRUCTION TYPE: \_\_\_\_\_

RR NAME \_\_\_\_\_ PHONE # \_\_\_\_\_

RAILROAD PERMITTING/FLAGGING REQUIRED  YES  NO

CORROSION CONTACT: \_\_\_\_\_

**JOB INFO:**

SECTION / TOWN / RANGE SW1/4 SEC 28 T 5N R21E

SITE VISIT COMPLETED BY: CRAIG SLAWNY

JOB OWNER: GERI GAGLIONE 414-423-5008

**MAIN CONTRACTS**

CONTRACTOR/BUILDER:

PLUMBER/HVAC:

ELECTRICIAN JUSTIN MILLER 262-305-3858

CUSTOMER:

**CONTINGENCIES & COMMENTS:**

DIGGERS HOTLINE / MISS DIG REQUIRED

WE ENERGIES WILL COMPLETE LAWN / PAVEMENT REPAIR ON

ROAD ROW  NEIGHBORING PROPERTY

NONE  CUSTOMER PROPERTY

WE ENERGIES WILL HAUL SPOIL FROM.

ROAD ROW  NEIGHBORING PROPERTY

NONE  CUSTOMER PROPERTY

CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION

WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

**CONSTRUCTION REMARKS**

\_\_\_\_\_

CUSTOMER'S SIGNATURE OF APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

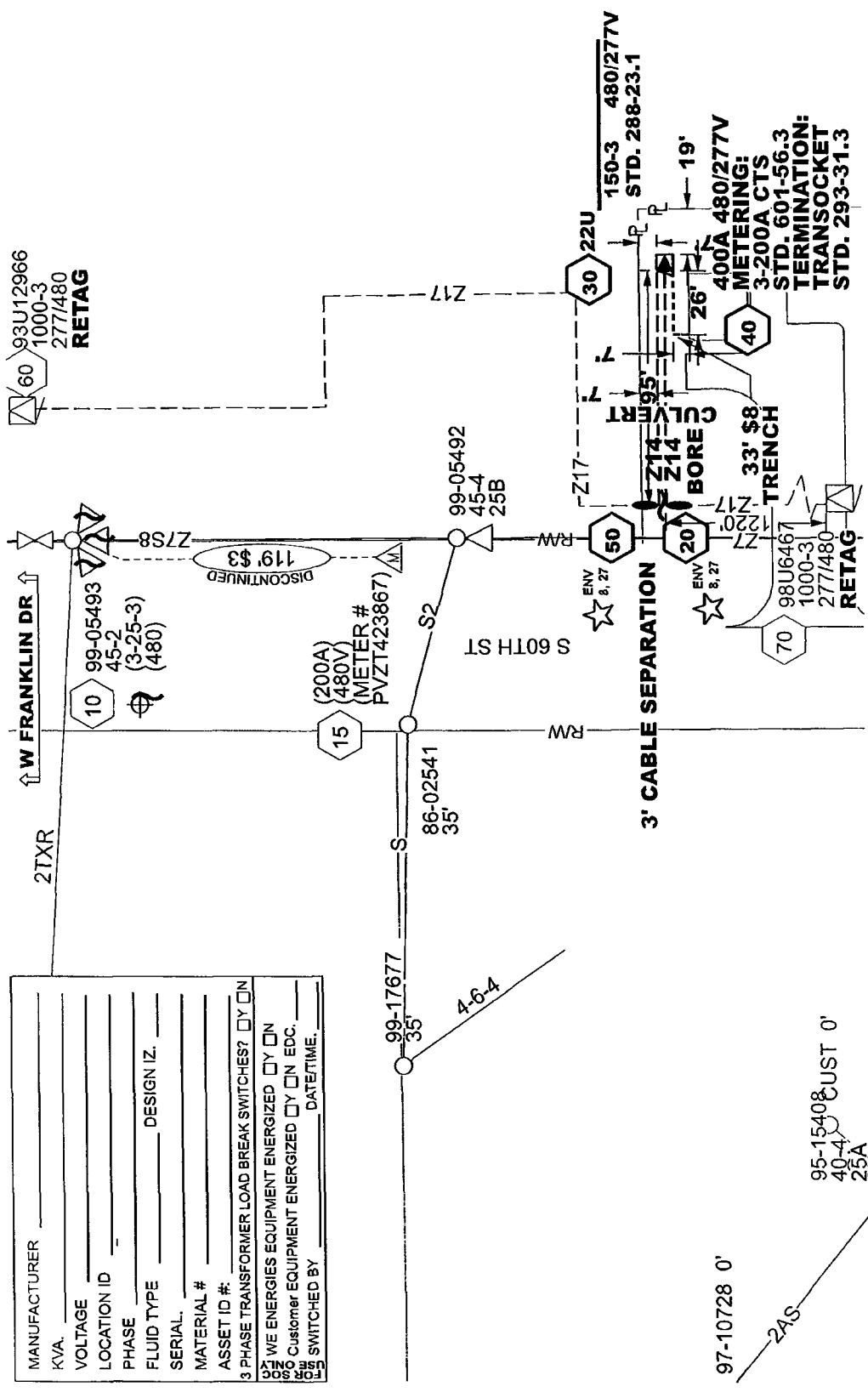
STOCKPILE MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION PROTECT STOCKPILES WITH 12" WATTLE

IF RESTORATION NECESSARY FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH



**ME**  
ELEC WR | OB 4778818  
GAS WR | ###

MANUFACTURER	_____
KVA	_____
VOLTAGE	_____
LOCATION ID	_____
PHASE	_____
FLUID TYPE	_____
DESIGN IZ	_____
SERIAL	_____
MATERIAL #	_____
ASSET ID #:	_____
3 PHASE TRANSFORMER LOAD BREAK SWITCHES?	<input type="checkbox"/> Y <input type="checkbox"/> N
WE ENERGIES EQUIPMENT ENERGIZED	<input type="checkbox"/> Y <input type="checkbox"/> N
Customer Equipment Energized	<input type="checkbox"/> Y <input type="checkbox"/> N EDC
SWITCHED BY	_____
DATE/TIME	_____



97-10728 0'  
2AS  
95-15408 JUST 0'  
40-4  
25A

WE ENERGIES - ELECTRIC OPERATIONS	OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z	STANDARD WIRE KEY	NEUTRAL	SECONDARY - 1PHASE	SECONDARY - 3PHASE
<p><b>CLEARANCE NOTES:</b></p> <p>-LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.</p> <p>-MAINTAIN 2' MIN CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE &amp; BELL OF PIPE.</p> <p>-THIS APPLIES TO GAS AND WATER MAINS.</p> <p>-MAINTAIN 2' MIN VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.</p> <p>-MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.</p> <p>-MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS</p> <p><b>NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.</b></p>	<p>Z 1 #2 ACSR</p> <p>Z1 1 #1/0 ACSR</p> <p>Z2 1 #3/0 ACSR</p> <p>Z3 3 #2 ACSR</p> <p>Z4 3 #1/0 ACSR</p> <p>Z5 3 #3/0 ACSR</p> <p>Z7 3 #336 ACSR</p> <p>Z9 SPECIAL LIST ON SKETCH</p> <p>Z10 1 WIRE REMOVAL</p> <p>Z11 2 WIRE REMOVAL</p> <p>Z12 3 WIRE REMOVAL</p>	<p>DIRECT BURY PRIMARY - E, F, H, Q, R, W, X or Z</p> <p>Z13 1 #1 AL 25KV</p> <p>Z14 3 #1 AL 25KV</p> <p>Z15 3 #500 AL 28KV</p> <p>Z16 1 #2 AL 15KV</p> <p>Z17 3 #2 AL 15KV</p> <p>Z18 3 #500 AL 15KV</p> <p>Z19 3 #1/0 AL 35KV</p> <p>Z20 3 #750 AL 35KV</p> <p>Z21 3 #750 AL 28KV</p>	<p>N 1-#2 ACSR</p> <p>N1 1-#1/0 ACSR</p> <p>N2 1-#3/0 ACSR</p> <p>N3 1-#4/0 AL</p> <p>N4 1-#336 ACSR</p> <p>N5 REMOVAL</p> <p>GUYING</p> <p>G 1/4" ARM GUY</p> <p>G1 5/16" ARM GUY</p> <p>G2 3/8" ARM GUY</p> <p>G3 5/16" POLE GUY</p> <p>G4 3/8" POLE GUY</p> <p>G5 7/16" POLE GUY</p>	<p>S 6DX</p> <p>S1 4 TX</p> <p>S2 2 TX</p> <p>S3 1/0 TXR</p> <p>S4 3/0 TXR</p> <p>S5 350 TXR</p> <p>S6 750 TXR</p> <p>S7 1/0 TXF</p> <p>S8 3/0 QXR</p> <p>S9 336 TXR</p> <p>S10 750 TXF</p> <p>S11 3 WIRE REMOVAL</p> <p>S12 3 WIRE MAIN</p> <p>S13 6DX CIC</p> <p>S15 1/0TX CIC</p>	<p>\$ 1/0 TXF</p> <p>\$1 4/0 TXF</p> <p>\$2 336 TXF</p> <p>\$3 3/0 TX</p> <p>\$4 350 TX</p> <p>\$5 750 TX</p> <p>\$6 1/0 QXF</p> <p>\$7 3/0 QXF</p> <p>\$8 350 QXR</p> <p>\$9 750 QXR</p> <p>\$10 3 WIRE REMOVAL</p> <p>\$11 3/0 QXR</p> <p>\$12 4 WIRE REMOVAL</p>

## WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

- General**
- If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.
  - If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
  - Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards ([http://dnr.wisconsin.gov/topic/stormwater/standards/cons\\_standards.html](http://dnr.wisconsin.gov/topic/stormwater/standards/cons_standards.html)).
  - Refer to We Energies Construction Site Sediment and Erosion Control Standards.
  - Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events repair as necessary.
  - When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.
- Contaminated Soils**
- Whenever soil exhibiting obvious signs of contamination (e.g. discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety and contact the Operations Supervisor or Inspector.
- Spills**
- If an oil spill occurs during construction call the Environmental Incident Response Team (EIRT) at 414-430-5478
    - Any quantity of oil is spilled into surface water
    - Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land
    - Any oil spill containing greater than 500 ppm PCB.
    - Five gallons or more of oil spilled to the ground;
    - Any oil spill involving a police department, fire department, DNR or concerned property owner
- Notes 8 through 27 apply as noted at specific points within each work request:**
- Dewatering**
- Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.
- Wetlands**
- As much as practicable, the majority of the work shall be sited from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
  - All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
  - If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks or equivalent shall be utilized to access pole locations.
  - Excavated soils cannot be stockpiled in wetlands.

## EROSION CONTROL LEGEND

	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION
	INLET PROTECTION, TYPE
	12" WATTLE or 12" 20" SEDIMENT LOG or 3.5" 72" EROSION BEL
	STONE DITCH CHECK
	ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE B
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	APPROXIMATE DEWATERING BASIN LOCATION
	SURFACE WATER FLOW

- Waterways**
- No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
  - No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
  - Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.
- Threatened and Endangered Species**
- Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
  - In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
  - Exclusion fencing must be installed at the work area prior to March 15.
  - A qualified biologist must be present when conducting work at this location.
- Invasive Species**
- State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of-Way Best Management Practices should be followed (<http://council.wisconsinforestry.org/invasives/transportation/>).
- Cultural and Historical Resources, cont.**
- The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
  - If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
  - A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (f) and Wis. Admin Code HS 2.04 (6) must be present to monitor all ground disturbing activities.
- Frac-out Contingency Plan**
- A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components:
    - Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately.
    - Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur.
    - A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.

We Energies  
4800 W Rawson Ave  
Franklin, WI 53132 8707  
www we-energies.com



January 12, 2023

Glen Morrow  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132

Subject: Request for new electric service at 10100 S. 60<sup>th</sup> St., Franklin

Dear Glen:

Thank you for applying for electric service at the address listed above. Your next steps are:

1. Carefully review and sign the enclosed installation agreement.
  - These documents outline the proposed installation, the conditions and terms, and the associated costs.
2. Review and sign your site sketch.
  - The site sketch represents an approximate location of the equipment and is not to be used to verify its location.
3. Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.
  - Personal check.
  - Online at [we-energies.com/payconstructionbill](http://we-energies.com/payconstructionbill).
  - Phone at 855-570-0998.
4. Sign and return the following in the enclosed envelope:
  - The drawing included with this letter.
  - A copy of this letter.
  - Payment if using personal check.
  - Your signed line extension installation agreement
5. Send or fax the Electric Ready for Service card when the site is ready.
  - Your site is ready for service when all the requirements on the Ready for Service card are met. We will schedule installation when we receive your completed card.
  - Construction will not begin until payment and a municipal electric inspection or Certificate of Compliance have been received.
  - If there is not an Electric Ready for Service card enclosed, that means it has been mailed to your builder/developer.

If you, your contractor, or your electrical inspector have questions about this installation, or you have any natural gas needs, please contact me at (414) 423-5008. I look forward to working with you to make your project a success.

Sincerely,

A handwritten signature in cursive script that reads "Geri Gaglione".

Geri Gaglione  
Energy Service Consultant

Enclosures

**BLANK PAGE**

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> March 7, 2023
Reports & Recommendations <i>H</i>	<b>A Resolution to Issue Change Order No. 1 for the Construction of S. 60th Street Sanitary Lift Station Replacement (10100 S. 60<sup>th</sup> Street) to JH Hassinger, Inc. for an Additional \$7,350 and 196 Days of Final Completion</b>	<b>ITEM NO.</b> <i>G.16</i>

**BACKGROUND**

On Septemebr 7, 2021, JH Hassinger, Inc. was awarded the contract for construction of S. 60th Street Sanitary Lift Station replacement (10100 S. 60<sup>th</sup> Street) for \$2,376,500.00 and issued a Notice to Proceed to accommodate purchase of property.

Although the 2022 supply chain issues caused multiple delays, most notably with the electrical equipment. This change order considers time extension and additional asphalt thickness for the drive.

**ANALYSIS**

In addition to the design efforts, GRAEF is providing the construction observation and administration efforts. GRAEF has provided supporting documentation to justify the time extension,

1. Construction began during a wet spring that caused some challenges for earth retention and excavation for the deep wet well.
2. The project encountered more groundwater than the soil reports showed and it slowed progress on the construction of the wet well.
3. The concrete pour scheduling has been more challenging due to supply issues with the redimix concrete plants where the supplier was dictating schedule when they could provide versus when it was needed.
4. Material supply chains are challenging. The standby generator delivery is not scheduled until March 22, 2023, but that still cannot be confirmed.
5. During the asphalt paving, it was noted that this drive would have significant vehicles serviceing the pumps and generator. Staff directed the contractor to install an additional 2-inches of asphalt to match a trypical street section. This is a unit price contract and adjustments in materials during a project of this magnitude are not uncommon. This is the only adjustment needed during the project and it is a 50 ton increase with cost of \$7,350.

Fortunately, there are no hard deadlines on when the lift station needs to be operational. Although Staff would like to abandon the existing lift station with old and worn out equipment as soon as possible, Staff appreciates the uniques circumstances that the Contractor has encountered and is willing to accommodate the expansion of Allis Roller. Staff will continue to monitor the operation of the old lift station and bandaid, if required.

**OPTIONS**

Authorize change order to JH Hassinger or other direction to Staff.

**FISCAL NOTE**

Below is a summary of the project budget. Consideration of this change order and the accompanying WE Energies action would indicate that the entire project would be almost \$275k under budget.

GRAEF Design- Aug 2020 (61-0731-5826.7625)	\$202,100.00
GRAEF Amend- Survey- Dec 2020 (61-0731-5826.7625)	\$6,000.00
GRAEF Amend- Architectural- Mar 2021 (61-0731-5826.7625)	\$19,962.00
JH Hassinger Construction- Aug 2021 (61-0731-5827)	\$2,376,500.00
Zeta- Land Purchase- Sep 2021 (61-0731-5826.7625)	\$40,900.00
Land Purchase Misc Closing Costs- Sep 2021 (61-0731-5826.7625)	\$3,641.26
GRAEF Amend- Inspection- Feb 2022 (61-0731-5826.7625)	\$64,740.00
JH Hassinger CO 1- March 2023 (61-0731-5827)	\$7,350.00
WE Energies Additional Work- March 2023 (61-0731-5827)	\$3,851.80
<b>Total Project Costs</b>	<b>\$2,725,045.06</b>
Project Budget	\$3,000,000.00
<b>Amount Remaining for Construction Contingency</b>	<b>\$274,954.94</b>

Bond Financing for the project was approved at the Sept 21, 2021 Council meeting.

**RECOMMENDATION**

Motion to approve Resolution 2023-\_\_\_\_\_ a resolution to issue Change Order No. 1 for the construction of S. 60th Street Sanitary Lift Station replacement (10100 S. 60<sup>th</sup> Street) to JH Hassinger, Inc. for an additional \$7,350 and 196 days of final completion.

Engineering: GEM



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR THE CONSTRUCTION OF S. 60TH STREET SANITARY LIFT STATION REPLACEMENT (10100 S. 60TH STREET) TO JH HASSINGER, INC. FOR AN ADDITIONAL \$7,350 AND 196 DAYS OF FINAL COMPLETION

-----

WHEREAS, the City of Franklin is replacing a temporary Industrial Park Lift Station with a permanent lift station at 10100 S. 60<sup>th</sup> Street; and

WHEREAS, JH Hassinger, Inc., Menomonee Falls, Wisconsin is the contractor to replace the Industrial Park Lift Station; and

WHEREAS, recent post-COVID pandemic issues have caused significant supply chain issues for almost all construction projects, including this one; and

WHEREAS, final quantities for the unit price project have been tallied resulting in an increase of \$7,350.00; and

WHEREAS, GRAEF-USA, the design engineer providing construction oversight has agreed with the time extension request and the final quantities.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize change order 1 to JH Hassinger, Inc. for the construction of South 60th Street Sanitary Lift Station Replacement for an additional \$7,350 and 196 days of final completion.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

CHANGE ORDER  
CITY OF FRANKLIN  
DEPARTMENT OF ENGINEERING

Change Order No: 01

Dated: March 7, 2023

---

PROJECT NAME: South 60<sup>th</sup> Street Sanitary Lift Station Replacement (Project 2021-4)

PROJECT LOCATION: South 60<sup>th</sup> Street, 800 feet south of West Franklin Drive

---

CONTRACTOR: JH Hassinger, Inc

Nature of the Changes: Construction delays occurred due to a wet spring causing excavation challenges, excavation progress slower due to more groundwater than soils report indicated, supply chain issues with redimix concrete suppliers, and supply chain issues with delivery of the standby generator scheduled for March 2023. Contract Article III.B requires final acceptance by September 30, 2022. Contract completion shall be amended with a substantial completion date of March 31, 2023 and a Final Completion Date of April 14, 2023.

50 tons of additional asphalt was installed to accommodate anticipated loadings at a cost of \$7,350.

---

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$2,376,500.00

Contract price prior to this Change Order \$2,376,500.00

Net **INCREASE** resulting from this Change Order \$7,350.00

Current contract price including this Change Order \$2,383,850.00

Net (Increase/Decrease) in time resulting from this Change Order Increase 196 calendar days

---

The above changes are Approved by:

Mayor

City Clerk

Contractor

By: Stephen R. Olson

By: Karen L. Kastenson

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Interim Comptroller and Treasurer

City Attorney

By: Tom Bakalarski

By: Jesse A. Wesolowski

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✕</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">March 7, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">An Ordinance to Repeal §133-16 Fire Inspection Fees of the Municipal Code, and Ordinance No. 2006-1873 as Amended Thereafter Resulting In the Terms and Provisions of §133-16 Fire Inspection Fees of the Municipal Code</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G 17.</p>

A draft of the above is attached. Also attached is a copy of the Council action sheet from the February 20, 2023 meeting at which the Council adopted a motion to repeal Ordinance No. 2006-1873, which was referenced/stated in the February 20, 2023 meeting agenda item. Ordinance No. 2006-1873 amended the inspections fees provisions in the Municipal Code, so this subject has been returned to this meeting for consideration of the above-entitled Ordinance, to address the subject matter in the standard required process. A copy of Ordinance No. 2006-1873 is also attached, and below are the terms and provisions of Municipal Code §133-16 which would be repealed pursuant to the above-entitled Ordinance.

§ 133-16 Fire inspection fees

A A fire inspection fee shall be charged to the property owner and/or property occupant, jointly and severally, and respectively for each part or portion of a building, structure or premises subject to a separate zoning compliance permit and/or a separate occupancy permit, including for each return or repeat inspection of each building, structure, and premises or part or portion thereof

B The annual fee shall constitute a special charge against the property inspected and shall be entered upon the tax roll as a charge against the property unless previously paid, and all proceedings in relation to the collection, return, and sale of the property for delinquent real estate taxes shall apply to the collection of any unpaid inspection fees

C The fee for the required fire inspections shall be charged to and paid by the owners of multifamily residential property, mixed use property, commercial property, industrial property, health-care-facility property, schools, churches and other places of worship, child day-care centers, rooming houses, community-based residential facility property, adult-family-home property, adult-day-care facility property, nursing home property and assisted living property Inspection fees to be charged and paid under this section shall be in the amount of \$20 for an inspection which does not exceed 20 minutes in duration, \$30 for an inspection which does not exceed 40 minutes in duration, \$40 for each inspection which does not exceed 60 minutes in duration, and \$40 pro rata for each portion of an inspection hour in addition to and immediately following an initial hour of inspection Total inspection fees charged to any single property or facility shall not exceed \$500 in a calendar year

D Should reinspections be necessary for any purpose, the base fee for all reinspections shall be \$75 for any portion of an hour, however, this fee shall be waived if all conditions and violations have been corrected and the building and/or space is in full compliance with the requirements of this code

**COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Repeal §133-16 Fire Inspection Fees of the Municipal Code, and Ordinance No. 2006-1873 as Amended Thereafter Resulting In the Terms and Provisions of §133-16 Fire Inspection Fees of the Municipal Code.

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO REPEAL §133-16 FIRE INSPECTION FEES OF THE MUNICIPAL CODE, AND ORDINANCE NO. 2006-1873 AS AMENDED THEREAFTER RESULTING IN THE TERMS AND PROVISIONS OF §133-16 FIRE INSPECTION FEES OF THE MUNICIPAL CODE

---

WHEREAS, the Common Council having considered the recommendation of the Fire Department and the Common Council’s review thereof with the Fire Chief regarding the historical process, funding, costs and efficiency of the process with regard to charging fees for Fire Department inspections of property; and

WHEREAS, the Common Council having agreed with the recommendation that the Ordinance requiring fees for such inspections be repealed, as it is essentially otherwise funded and the costs of processing the billing and payments therefore consume substantial Fire Department staff time in exchange therefore.

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

SECTION 1: §133-16 Fire Inspection Fees of the Municipal Code of Franklin, Wisconsin, and Ordinance No. 2006-1873 as amended thereafter resulting in the terms and provisions of §133-16 Fire Inspection Fees of the Municipal Code of Franklin, Wisconsin, be and the same is and are hereby repealed.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

ORDINANCE NO. 2023-\_\_\_\_\_

Page 2

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

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">JK</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">2/20/23</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Request Council Approval to Repeal Franklin Ordinance No. 2006-1873 which requires the fire department to charge fees for required annual fire inspections of all multi-family occupancies, businesses, and non-profits.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">6.9.</p>

**Background:**

The Franklin Fire Department currently charges a fee to business and property-owners for fire inspections performed by department personnel. The fee structure, which is an ad valorem system requiring an individual calculation for each inspection, and often varying for a specific property from inspection to inspection was not recommended for approval by the finance committee, when it was initially proposed. In total, fees recouped from residents and businesses for fire inspection generate approximately \$17,000 - \$20,000 annually, city-wide.

The fire department is recommending repeal of ordinance 2006-1873 which requires the inspection fee and establishes the rate schedule, based on the following considerations:

- The fee was ostensibly established to fund a 0.5 FTE fire inspection position. The position has been vacant for long periods of time since 2006, as is the case currently.
- The State of Wisconsin's "Two Percent Dues" program intercepts two percent of all commercial insurance premiums and returns them to local municipal fire service agencies to specifically fund fire inspection and prevention activities, as required per state law (WI SPS Chapter 314). In 2022 the city received approximately \$196,000. Though this funding goes into the general fund, it more than offsets the entire personnel costs of the current Community Risk Reduction Specialist FTE; any compensation for off-duty employees to teach fire safety, CPR/AED and first aid classes, as well as the 0.5 FTE position, should it be filled again in the future. Furthermore, it could be argued that after local municipal property taxes and state taxes on insurance premium payments, that charging an additional local fee constitutes a third tax on activities that are intended to be funded through the first two means; and is neither pro-business nor pro-resident.
- Charging a time-based fee discourages time spent in educational interaction with the stakeholder.
- The process for calculating a specific dollar amount, and verifying owner information is burdensome, and can take up to 30 minutes or more for each individual inspection. In many cases, the process of invoicing for an inspection takes longer than performing the inspection itself. The process also involves significant workload and input from assessor and treasury employees. Approximately 50 - 60% of the department's Confidential Administrative Assistant's time is spent on invoicing for inspections, and despite this, a very high percentage of invoices are returned as undeliverable. This is time that could be spent following up on patients and coordinating with the Health Department on high-frequency users of the EMS system, and older patients requiring additional resources.
- It is likely that, between paper, envelopes and postage costs, this practice is at best a "wash" and more likely (when also considering labor cost associated) is by far a net-negative to the city.

- The approximately \$17,000 - 20,000 recouped annually will be more than offset by EMS transport revenue, just based on the regular annual increase in call volume. (Should the city wish to also raise transport fees, it could be done in a fashion that does not affect resident's or visitor's out-of-pocket costs).

### **COUNCIL ACTION REQUESTED**

**Request Council Approval to Repeal of Ordinance No. 2006-1873, which requires the department to charge a fee to all multifamily occupancies, businesses, institutions, and certain non-profits, for annual fire inspections that are required per state statute, and for which the City receives annual funding to facilitate and support through the State of Wisconsin Two-Percent Dues Program; effective July 1<sup>st</sup>, 2023.**



STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2006- 1873

AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO PROVIDE  
FOR HOURLY RATE BASED FIRE INSPECTION FEES

---

WHEREAS, §133-12. of the Municipal Code currently provides for certain cost recovery of fire inspection services, including that up to the first four routine inspections per year shall be without charge, and the Fire Department in conjunction with the Finance Committee having reviewed the resources available for such inspections and the increasing needs for inspection services in a growing Community and having determined that charges to those establishments and properties inspected are reasonable and appropriate in the public interest, and

WHEREAS, the Fire Department having prepared a comprehensive revision to the Fire Prevention Code in Chapter 133 of the Municipal Code, such revision being the result of a joint effort with Milwaukee Metropolitan area fire departments, such proposed revision being before the Common Council for adoption on even-date herewith and such proposal containing provisions for inspection fees at its §13-20., though based upon an ad valorem basis; not recommended for approval by the Finance Committee, and the Fire Department having calculated the actual wage and benefit cost of the Fire Inspector position in the provision of and potential charge for such services and having proposed an hourly rate based fire inspection fee approximating something less than actual costs to the City, and the Common Council having found such hourly rate based proposal to be reasonable.

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

SECTION 1: §133-12. of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby repealed. The provisions of proposed §133-20. of the Chapter 133 revisions presented for adoption by the Common Council on even-date herewith are hereby replaced or amended as the case may be, to read as follows:

“Fire Inspection Fees.

- A. An annual fire inspection fee shall be charged to the property owner for required fire inspections of each building, structure, and premises.
- B. The annual fee shall constitute a special charge against the property inspected and shall be entered upon the tax roll as a charge against the property unless previously paid. and all proceedings in relation to the collection, return, and sale of the property for delinquent real



ORDINANCE NO. 2006- 1873

Page 2

estate taxes shall apply to the collection of any unpaid inspection fee.

C. The fee for the required fire inspections shall be charged to and paid by the owners of multi-family residential property, mixed use property, commercial property, industrial property, health care facility property, schools, churches, child day care centers, rooming houses, community based residential facility property, adult family home property, adult day care facility property, nursing home property and assisted living home property. Inspection fees to be charged and paid under this Section shall be in the amount of \$20 for an inspection which does not exceed 20 minutes in duration; \$30 for an inspection which does not exceed 40 minutes in duration; \$40 for each inspection which does not exceed 60 minutes in duration; and \$40 prorata for each portion of an inspection hour in addition to and immediately following an initial hour of inspection. Total inspection fees charged to any single property or facility subject to inspection shall not exceed \$500 in a calendar year."

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

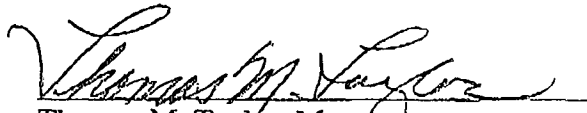
SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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


Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of February, 2006, by Alderman Olson.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 21st day of February, 2006.

APPROVED:

  
Thomas M. Taylor, Mayor

**BLANK PAGE**

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>March 7, 2023</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorization for the Engineering Department to Cancel Previous \$28,783.00 purchase order for a Ford Explorer and purchase a comparable Chevrolet Traverse for \$31,141.00</b>	<b>ITEM NUMBER</b> <b>G.18.</b>

**BACKGROUND**

On July 5, 2022, Common Council authorized Staff to place an order for one 2022 Ford Explorer (K8B) Base 4WD vehicle, from Ewald Automotive Group, for the price of \$28,783.00. This vehicle would be replacing a 2003 car that was auctioned in 2021. This purchase was made through the State of Wisconsin Municipal Vehicle Contract with Ewald Auto Group. Through this agreement, we receive the best pricing on vehicles purchased.

Due to supply chain issues, this vehicle was not available for delivery in 2022 and Staff was recently notified that Ford canceled several orders with the State of Wisconsin Municipal Vehicle Contract, including this purchase.

**ANALYSIS**

A comparable vehicle from Chevrolet would be for \$31,141.00. Staff has discussed this issue with Finance and propose that the additional \$2,348.00 be taken from the fund balance.

The Engineering Department would like to purchase the following vehicle:

One (1) 2023 Chevrolet Traverse (1NV56) AWD 4dr LS w/1LS from Ewald Automotive Group, for the price of \$31,141.00.

Note that a Ford pickup truck from Ewald through this same program was also ordered in 2022 at the same time as this vehicle. To date, the pickup truck order has not been delivered nor cancelled.

**FISCAL NOTE**

This item was included in the 2022 Equipment Replacement Fund, Account Number 42-0321-5811 and Purchase Order #74855 was issued for \$28,783.00. Staff recommends canceling the 2022 PO and issuing a new 2023 PO for \$31,141.00 with the additional \$2,348.00 to be taken from the fund balance.


**COUNCIL ACTION REQUESTED**

Authorize Staff to cancel previous \$28,783.00 purchase order for a Ford Explorer and purchase a comparable Chevrolet Traverse for \$31,141.00.

Further direct Staff to prepare a future budget amendment to increase account 42-0321-5811 by \$2,358.00.

Engineering: GEM

**BLANK PAGE**

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> March 7, 2023
Reports & Recommendations	<b>A Resolution to Participate in the          Wisconsin Help for Homeowners Program-          State of Wisconsin Department of Administration Division of Energy</b>	<b>ITEM NO.</b> G. 19.

**BACKGROUND**

Wisconsin Help for Homeowners is a new statewide program that can help residents with overdue bills like mortgage payments, property taxes, utilities, and more. The program is open to individuals and families who live in Wisconsin with overdue housing-related bills, both with and without a mortgage, who meet income and other eligibility requirements, and have experienced a qualified economic hardship since January 21, 2020. This funding is provided under Section 3206 of the American Rescue Plan Act of 2021. The program is expected to last until September 30, 2026.

**ANALYSIS**

Staff was made aware that some Franklin residents have contacted the Department of Administration for participation in this program. To be eligible for city property taxes and water/sewer utility bills, the City and/or the utilities must sign up to participate. Since the City receipts payments for the utilities, the City can act as the agent for the utilities.

For a Franklin resident to participate, one would need to seek assistance with the Social Development Corporation (414) 906-2740 and/or make application on the State's website: <https://portal.neighborlysoftware.com/HAF-WISCONSINDOA/participant>.

An eligible resident must meet all of the following criteria:

1. A Wisconsin homeowner living in a:
  - a. Single-family home
  - b. Duplex
  - c. Condo
  - d. Factory-built home
2. Have been financially impacted since January 21, 2020.
3. Household income is less than or equal to 100% of either the U.S. or county median, whichever is greater.

Under the program, the City would notify the State the delinquent amount of a property tax or utility bill when a program participant has a delinquent account. The State would send money to the City and the City would credit the delinquent account.

**OPTIONS**

Participate by signing the participation agreement with the State of Wisconsin Department of Administration Division of Energy, or not.

**FISCAL NOTE**

This really has no fiscal impact to the City of Franklin nor the water and sewer utilities since delinquent bills appear on the property tax bill and are eventually reimbursed by Milwaukee County. This is a benefit to Franklin residents that have delinquent property tax or utility bills.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2023- \_\_\_\_\_, a resolution to authorize certain officials to execute an agreement with the State of Wisconsin Department of Administration Division of Energy to participate in the Wisconsin Help for Homeowners Program.

Engineering: GEM



STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Kathy Blumenfeld, Secretary-designee  
Susan Brown, Division Administrator

**WISCONSIN HELP FOR HOMEOWNERS (WHH) HOMEOWNER ASSISTANCE FUND (HAF)  
PARTICIPATION AGREEMENT  
BETWEEN THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF ENERGY,  
HOUSING AND COMMUNITY RESOURCES  
AND  
*CITY OF FRANKLIN*  
VENDOR NAME**

Through funding provided under Section 3206 of the American Rescue Plan Act of 2021, the State of Wisconsin has developed a plan to assist income eligible homeowners within the State of Wisconsin who have experienced a financial hardship as of January 21, 2020 due to the coronavirus. The program is expected to last until 9/30/2026.

The State of Wisconsin through its third-party partners will accept and process applications from homeowners within the State of Wisconsin. Applicant eligibility and expense eligibility will be determined in accordance with the Wisconsin Homeowner Assistance Fund and Need Assessment Plan WHH Plan.

This Participation Agreement is required for the program and entered into by and between the State of Wisconsin, Department of Administration, Division of Energy, Housing and Community Resources hereinafter the "Division" and the above-named vendor, under the following terms:

**1. Definitions**

- a) Division means the Division of Energy, Housing and Community Resources.
- b) WHH means the Wisconsin Help for Homeowners Program.
- c) WHH payment includes public and/or private utilities, internet/broadband, reverse mortgage payments, property taxes, insurance, lot rent, mobile/manufactured mobile home lender payments, land contracts, property/flood insurance, and HOA and/or maintenance fees. WHH payment does not include payments for mortgages (excluding reverse mortgage).
- d) Vendor means any private or public entity providing and or supplying the service listed under 1(c).

**2. The Division agrees to do the following:**

- a) Provide funds for WHH HAF.
- b) Assign a supplier number/business code to each Vendor after this agreement is signed.
- c) Issue to the vendor a check or Automated Clearing House (ACH) payment that includes benefits for all WHH eligible households.

**3. The Vendor agrees to the following:**

- a) WHH payments may not be applied to outstanding debts that were due prior to January 21, 2020.
- b) To post all payments to customer accounts within 3-5 business days.
- c) Should the Vendor receive more funds than needed from the WHH Program on the account of any particular customer, or if the Vendor receives a WHH payment in error, Vendor shall remit the surplus funds back to the Division within thirty (30) days of receiving the funds.
- d) Funds may not be used to pay any expenses that are being paid in full by any other source for the same period. Vendor agrees to return any funds to the Division that are considered a duplication of benefit within 30 days of becoming aware of the duplication.

**4. Length of Agreement**

- a) This agreement is in effect from the date both parties have executed it as indicated by their respective Designated Official's signature until terminated as described in the 'Termination' section or at the earlier of the following: expiration of the HAF program 9/30/2026 or when all WHH HAF program funds are exhausted.

**5. Termination**

Either the Division or the Vendor may terminate this contract by giving the other party at least ten days written notice.

**6. Participation Agreement**

- a) It is understood and agreed that the entire agreement between the parties is contained herein.
- b) This participation agreement applies to all WHH participating homeowners who purchase, subscribe, and/or lease services or benefits provided by the Vendor
- c) This agreement supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof
- d) The person signing this Agreement, on behalf of the Vendor, certifies and attests that they have full and complete authority to bind the Vendor, on whose behalf they are executing this document

*By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of a manual/handwritten signature. I further understand that I may print the document and sign by hand. Only one agreement per Vendor is required.*

Vendor Name CITY OF FRANKLIN

THOMAS BAKALARSKI, INTERIM COMPTROLLER AND TREASURER

Name and Title

Thomas Bakalaski

Signature

03/01/2023

Date

**DEHCR Designated Official**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION TO PARTICIPATE IN THE  
WISCONSIN HELP FOR HOMEOWNERS PROGRAM-  
STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF ENERGY

---

WHEREAS, the City of Franklin collects property tax and utility payments from residents of Franklin; and

WHEREAS, there is a new statewide program that can help residents with overdue bills like mortgage payments, property taxes, utilities, and more known as the Wisconsin Help for Homeowners program administered by the State of Wisconsin Department of Administration Division of Energy; and

WHEREAS, Under the program, the City would notify the State the delinquent amount of a property tax or utility bill when a program participant has a delinquent account and the State would send money to the City and the City would credit the delinquent account.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that certain City Officials are authorized to execute an agreement with the State of Wisconsin Department of Administration Division of Energy to participate in the Wisconsin Help for Homeowners Program.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Alderman \_\_\_\_\_.

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

APPROVED:


\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>3/7/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Two-Year WENS Service Agreement Extension with Inspiron Logistics LLC for the City of Franklin Emergency Notification System for the Period 4/22/2023 – 4/21/2025</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G. 20.</p>

**BACKGROUND**

The City has contracted with Inspiron Logistics LLC since 2010 for its Wireless Emergency Notification System (WENS). The City currently has a very stable and functioning WENS system through Inspiron Logistics where they have continued to improve their software and any such software upgrades are extended to us with the basic service. The WENS System is an integral and important component of the Health Department’s public communication strategy and requirements as well as is used by the City’s emergency services departments. The current term of the City’s WENS System is set to expire on April 21, 2023.

**ANALYSIS**

Last April the City entered into a WENS Service Agreement Extension with Inspiron Logistics extending the original contract from April 22, 2022 through April 21, 2023 that identified the new contract extension agreement dates and pricing, with all other terms and conditions stated in the original contract remaining the same.

This year, and as attached, Inspiron Logistics is offering a 2-year agreement renewal extension with both year’s costs “locked in” and remaining at the same yearly rate as the current extension cost of \$10,650. It also identifies the new agreement dates and pricing, with all other terms and conditions stated in the original contract remaining the same. The original contract does provide sufficient “termination” language whereby the City can provide “written notice of termination with no less than 60 days’ notice following the end of that year’s contract period”. The original contract also provides certain language where the agreement may be terminated immediately by either party upon written notice to the other party for purposes such as bankruptcy, party materially breaches its obligation, or if Inspiron Logistics has more than two failures to adequately perform under the agreement.

From 2010 through 2021, annual costs for the System remained at \$9,600. In 2022, the cost rose to \$10,650 due to the increased costs of the carriers, Inspiron Logistics’ vendors, and was beyond Inspiron Logistics’ control. Again, the same rate of \$10,650 per year would remain for this new 2-year contract extension.

**FISCAL IMPACT**

The annual \$10,650 cost of the Emergency Notification System is funded as follows: \$6,400 by the Health Department’s “Public Health Emergency Preparedness” Grant (25-0411-5410-7034) and the other \$4,250 is funded through the Information Services Budget (01-0144-5410), both of which were budgeted for 2023.

**COUNCIL ACTION REQUESTED**

Motion to approve a two-year extension of the WENS Service Agreement with Inspiron Logistics LLC for the City of Franklin Emergency Notification System for the period of 4/22/2023 – 4/21/2025 in the amount of \$10,650 per year, and to authorize the City Clerk to execute the agreement extension.

Mayor

### 2023 WENS Service Agreement Extension

This letter of agreement extends the previous 2022 WENS Service Agreement Extension and contract named WENS Service Agreement and Attachment A with an original ending date of 4/21/22.

The contract extension is between Inspiron Logistics LLC, an Ohio Corporation with its principal office located at 1970 N. Cleveland-Massillon Road, #526, Bath, OH 44210 (“**Inspiron Logistics**”) and City of Franklin, 9229 W. Loomis Road, Franklin, WI 53132 (“**Customer**”), the same parties named in the agreement attached.

#### **NEW CONTRACT EXTENSION AGREEMENT DATES AND PRICING**

It is agreed that these parties extend the contract from 4/22/23 – 4/21/25.

Year 1: \$10,650

Due: April 21, 2023

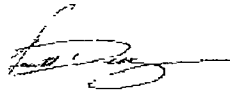
Year 2: \$10,650

Due: April 21, 2024

All terms and conditions stated in the original contract will remain the same for the new dates of this agreement extension.

**INSPIRON LOGISTICS LLC**

**City of Franklin**

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

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

Name: Scott Dettling \_\_\_\_\_

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

Title: Managing Partner \_\_\_\_\_

Title: \_\_\_\_\_



### WENS Service Agreement Extension

This letter of agreement extends the previous contract named WENS Service Agreement and Attachment A with an original ending date of 4/21/22.

The contract extension is between Inspiron Logistics LLC, an Ohio Corporation with its principal office located at 1970 N. Cleveland-Massillon Road, #526, Bath, OH 44210 (“**Inspiron Logistics**”) and City of Franklin, 9229 W. Loomis Road, Franklin, WI 53132 (“**Customer**”), the same parties named in the agreement attached.

### NEW CONTRACT EXTENSION AGREEMENT DATES AND PRICING


It is agreed that these parties extend the contract from 4/22/22 – 4/21/23.

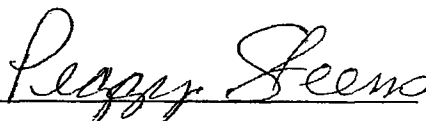
Due to rising carrier costs, the pricing for this extension is \$10,650 due on 4/21/22.

All other terms and conditions stated in the original contract will remain the same for the new dates of this agreement extension.

**INSPIRON LOGISTICS LLC**

**City of Franklin**

By: 

By: 

Name: Scott Dettling

Name: Peggy Steeno

Title: Managing Partner

Title: Director of Administration



# **SERVICE AGREEMENT**

This WENS Service Agreement (this “Agreement”) is entered into, by and between Inspiron Logistics, LLC, an Ohio Corporation with its principal office located at 4000 Embassy Pkwy, Suite 100, Akron OH 44333 (“Inspiron Logistics”) and City of Franklin (“Customer”) with its principal office located at 9229 W Loomis Road, Franklin, WI 53132 effective as of the 21<sup>st</sup> Day of April 2020 (“Effective Date”)

## **1. Scope of Services.**

**1.1 Services.** In consideration for the payment of fees by Customer provided for herein, during the Term, Inspiron Logistics agrees to provide to Customer the following services (collectively, the “Services”)

a) Setup of a WENS Account whereas Inspiron Logistics will use the Master Administration to plug in Customer specific account parameters,

b) Pre-population of “Canned” Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch,

c) Use of WENS Account, providing an emergency notification service with functionality and support, at a minimum, as set forth in Attachment A, which is incorporated herein by reference, and

d) Provide the Customer training for internal personnel on the WENS Platform and how to best utilize its functionality

**1.2 Updates** From time to time Inspiron Logistics may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform (“Updates”) Inspiron Logistics shall incorporate and provide the Updates at no additional charge to Customer when and if available

**1.3 Restrictions** Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform, (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or “shareware” distribution process, or other similar services to third parties, or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party In no event shall Customer use or access the Platform except as permitted hereunder Inspiron Logistics acknowledges that the

customer must comply with all Wisconsin Record laws

**1.4 Ownership** Inspiron Logistics is, and shall remain, the licensee or the owner of the Platform and any related documentation and all related intellectual property including without limitation, all copyright, trade secret, patent, trademarks and other intellectual property rights therein and including any derivative works made during the Term or thereafter (“Inspiron Logistics Property”) No property or ownership right or interest in the Inspiron Logistics Property or any part thereof is granted to Customer by this Agreement, the rights granted hereunder to Customer being solely contractual in nature Customer hereby assigns to Inspiron Logistics all of its right, title and interest in any such Inspiron Logistics Property Any and all meta-data contained within the Platform such as (i) individuals’ personal information, (ii) private contact information, (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity

## **2. Account.**

**2.1 Approval of Account.** Inspiron Logistics grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that Inspiron Logistics may reasonably establish from time to time In the event Customer does not agree such requirements are reasonable and mutually agreeable language cannot be reached, this Agreement will be terminated upon 15 days’ notice by either party

### **2.2 Customer Responsibilities**

a) **Approvals.** Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account.

**b) Directions.** Customer shall promptly provide Inspiron Logistics with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by Inspiron Logistics from Customer in order to perform the Services. Inspiron Logistics may rely on any directions provided to it by Customer and shall incur no liability as a result thereof. Inspiron Logistics shall not be required to follow any Directions not made or confirmed in writing or email.

**2.3 Trademarks.** Customer hereby grants to Inspiron Logistics a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. Inspiron Logistics agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

### 3 **Fees.**

**3.1 Fees.** In consideration for the performance of the Services, Customer shall pay Inspiron Logistics the following fees (collectively, the "Fees"):

**a) Account Set-up Fees.** For each Account, in consideration for the set-up services provided by Inspiron Logistics for each Account, Customer shall pay Inspiron Logistics the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

**b) Annual Account Maintenance Fees.** For each account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay Inspiron Logistics the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

### 4. **Term.**

**4.1 Term.** The term of this Agreement commences on the Contract Term Date and continues for Two (2) Years thereafter (together with any renewal term, the "Term") as specified in Schedule A. At the end of the Two (2) years' service, this agreement will automatically renew for an additional year unless customer provides written notice of Termination with no

less than Sixty (60) days' notice following the end of that year's contract period. In the event, notice occurs after the end of that year's contract period but prior to the end of the 60-day notice period, Customer shall be liable for and promptly pay a prorated share of the Annual Account Maintenance Fee. In the event terms in which Inspiron Logistics is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum and mutually agreeable language cannot be reached, this agreement will immediately be terminated by written notice by either party.

**4.2 Termination.** In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the benefit of its creditors, or (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach, or (iii) Inspiron Logistics has more than two failures, each noticed in writing by the Customer, to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error, except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.

**4.3 Effect of Termination.** Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term, shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other. In the event of termination in advance of the term of the Agreement with cause, Customer shall be promptly refunded a prorated amount of the service fee paid, which payment amount shall equal the amount paid by the Customer times a ratio calculated as the amount of days left in the initial term (or then current annual term) of the Agreement divided by the number of days in the initial term (or then current annual term) of the agreement.

5 **Confidentiality.**

**5.1 Confidential Information** Each party ("Recipient") acknowledges that in the course of Inspiron Logistics performing the Services each party may have access to certain Confidential Information of the other party ("Disclosing Party")

**5.2 Duties** Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys accountants and other advisors (collectively "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement) Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and to the extent permitted by law will take reasonable precautions to protect the confidentiality of such information. at least as stringent as it takes to protect its own Confidential Information. but in no case less than reasonable care

**5.3 Exceptions** The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal obligation, (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information, (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure

**5.4 Ownership of Confidential Information** The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6 **Liability, Warranty.**

**6.1 Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EXCEPT FOR AMOUNTS OWED HEREUNDER AND CLAIMS ARISING OUT OF SECTIONS 1, 3, 6 AND 8, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED \$19,350

**6.2 Warranty.**

**a) Mutual Warranty** Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

**b) Inspiron Logistics Warranty** Inspiron Logistics hereby represents and warrants that it shall perform all Services in a good and workmanlike manner The foregoing shall not be construed as a warranty that the Platform of Services will function without error

**c) Exclusive Remedies.** For any breach of the warranties set forth in Section 6.2(b), Customer's sole and exclusive remedy and Inspiron Logistics' entire liability shall be, at Customer's discretion, either (a) correct the error that caused the breach of warranty, (b) re-perform the Services or (c) in the event that Inspiron Logistics is unable to cure such breach, termination of this Agreement

## **7 Carrier Restrictions/Requirements**

**7.1 General Carrier Restrictions** Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and/or equipment (ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with. Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event of a suspension of Inspiron Logistics' performance for more than 15 days, this Agreement may be terminated immediately upon written notice by either party.

**7.2 Message Blocking.** Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network. If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the Inspiron Logistics Service to such Carriers' network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual property rights of others, the Carrier may notify Inspiron Logistics in writing of

such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such a time as the complaint has been remedied or otherwise resolved. Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligations described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers.

### **7.3 Damage to Carrier Property**

Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

### **7.4 Privacy.**

Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for lack of privacy or security experienced when using the Inspiron Logistics Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation, to protect the efficient operation of their networks or to comply with governmental authorities.

### **7.5 Carrier Charges.**

Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

### **7.6 No liability for actions by Carriers.**

Customer acknowledges and agrees that, with respect to Carrier communications services, (a) one hundred percent of the Messages may not be delivered, and (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, interrupted and free from unauthorized access or that all messages will be delivered.

## **8 Miscellaneous.**

### **8.1 Technical Terms.** Each word and

abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning

**8.2 Currency** Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars

**8.3 Remedies Cumulative** Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative, not alternative

**8.4 Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Milwaukee County in the State of Wisconsin for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the mitigation may arise under this Agreement.

**8.5 Notices** All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by electronic mail, personal delivery or by pre-paid, first class mail addressed to the intended recipient Party at either their respective addresses first written above or the electronic mail address listed below, or at such other address as may have been designated in accordance with the provisions of this paragraph. Notice is effective on receipt. Electronic mail notices shall be sent to the following for each Party  
City of Franklin: JMatelski@Franklinwi.gov,  
LHuening@Franklinwi.gov  
Inspiron Logistics: SDetting@InspironLogistics.com

**8.6 No Partnership.** Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.

**8.7 No Waiver** A waiver by either of the Parties of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether or not of the same or similar

nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of the Parties.

**8.8 Severance.** If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or unenforceable, it shall be deemed to have been severed from the Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law.

**8.9 Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties. There are no additional or collateral representations, warranties, terms, conditions, expectations or agreements between the Parties regarding the subject matter hereof, except those expressly set forth herein.

**8.10 Amendment.** No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties.

**8.11 Assignment.** Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of its interest in this Agreement without the prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interests to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

**8.12 Further Assurances** The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement.

**8.13 Counterparts** This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.



IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

INSPIRON LOGISTICS LLC

CITY OF FRANKLIN

By Scott Dettling

By: [Signature]

Name: Scott Dettling

Name: Stephen R Olson

Title: Managing Partner

Title: Mayor



[Signature]  
Name: Sandra L. Wesolowski

Title: City Clerk



**SCHEDULE A**

**1. Contract Term Date:**

**Start Date: 4/22/2020 – End Date: 4/21/22**

**2. Account Set-up Fee: (waived)**

**3. 24 Hour/365 Day Client Support (included)**

**4. Total Combined Account Maintenance Fee and Payment Due Dates**

<b>Year 1:</b>	<b>\$9,600.00</b>	<b>DUE: 4/22/2020</b>
<b>Year 2:</b>	<b>\$9,600.00</b>	<b>DUE: 4/22/2021</b>

- *Basic Package includes 70k completed voice calls*
- *1/3 of unused voice calls from previous year rollover to the next contract year*

## WENS SERVICES AGREEMENT

### Attachment A System Functionality and Support

Page 1

In addition to text, email, and paging functionality, Inspiron Logistics will retain a voice-call service capability will retain the ability to distinguish tornado warnings from tornado watches, will send out notices only for those weather events offered by the City and selected by residents through an opt-in procedure, and will retain the ability to send notices based on longitude/latitude polygons as established by NOAA and not based upon FIPS codes

Inspiron Logistics will

- 1) achieve a 120-second turn-around time between receipt of a weather notice from NOAA and sending out a weather notice to registered citizens,
- 2) maintain at least 3 call centers at least two of which must be in different states,
- 3) maintain an "Opt-in" screen that a) allows for citizen self-registration of an unlimited number of phone numbers and e-mail addresses per household or business, but which may require multiple registrations by the citizen, b) allows for unlimited Customer modification to the screen, as performed by Inspiron Logistics, to enable registration for different call groups, such as but not limited to special issue notifications, c) allows the City to determine what NOAA weather alerts are placed as a selectable option for its residents (example Tornado Warnings), and d) enables the Customer to alter Customer's opt-in options during the year and to "map" or transfer to other call groups, as Customer determines, citizens who have previously opted-in,
- 4) maintain a "maximum number of characters per message" of not less than 160 characters,
- 5) notify Customer immediately of any outages that could affect the ability to transmit a message if an emergency arose,
- 6) maintain an Imaging & Video Delivery System available for Customer's use,
- 7) cooperate with the Customer who will coordinate with the local telephone company to determine an appropriate per-minute call rate, which shall begin at the default rate of 300 per minute,
- 8) maintain a citizen "response" capability, which may serve as a survey feature,
- 9) provide unlimited, free outgoing text, paging, and email messages and services
- 10) provide on-line, web-based training as reasonably required by the Customer to ensure Customer can maintain properly trained staff in the event of employee turnover or expanded system use by Customer,
- 11) maintain a staffed customer support line available to Customer 24 hours per day, every day, and
- 12) maintain a Customer-accessible mapping tool allowing distribution of messages within geographically mapped polygons

The Customer may

- 1) name brand the system at the Customer's discretion,
- 2) determine the number to appear in Caller ID location,
- 3) provide, monthly or as otherwise determined by Customer, an update to the 911 database, and Inspiron Logistics will update the WENS database accordingly at no cost to Customer and will import and scrub the database against previous versions,
- 4) offer, at no extra cost to the Customer or the participating organization, the use of the WENS system for delivery of messages by other governmental and quasi-governmental organizations associated with the City of Franklin, including but not limited to local school systems and the Customer's Boards, Commissions, and Committees, but excluding hospitals and private businesses,
- 5) have an unlimited number of administrators and/or administration accounts and an unlimited number of Groups and Sub Groups, and
- 6) use screen information or copyrighted text describing the service in Customer's promotional material designed to market the service and generate "opt-in" clients without violating restrictions on such use as may be set forth in the Agreement

Citizens may opt-in land lines and cell phones, including non-local numbers but must be a United States number

## WENS SERVICES AGREEMENT

### Attachment A System Functionality and Support

A completed call is a call answered by a person or an answering machine

The Customer is not charged for calls in error or calls necessary to provide "cancellation" or other corrective notification "Not charged" means that such calls will not be counted as a completed call and will not be counted against the total number of calls allowed by the Agreement

If the contract is terminated for whatever reason as provided for in the contract, the database of opt-in numbers and the related opt-in selections will be transferred, at no cost to the Customer or the subsequent vendor, if any, to the Customer or the subsequent vendor, as determined by the Customer. The data shall be transferred in a file format meeting generally accepted industry standard or an Excel database, as determined by the Customer

### OTHER SUPPORT ISSUES

1 Insurance Inspiron Logistics shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in amounts at least equal to the minimum limits set forth below

A Limit of General/Commercial Liability	\$2,000,000
B Professional Liability	\$1,000,000

Certificates of insurance evidencing the above shall be delivered to the Client upon request and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the Client and naming Client as an additional insured for General Liability

2 Indemnification To the fullest extent permitted by law, Inspiron Logistics shall defend, indemnify and hold harmless Customer, Customer's officers, employees, agents, boards, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees, charges, and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Inspiron Logistics its officers, directors, employees, agents and consultants with respect to this Agreement

3 Conflict of Interest Inspiron Logistics warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. Inspiron Logistics warrants that it will immediately notify the Customer if any actual or potential conflict of interest arises or becomes known to Inspiron Logistics. Upon receipt of such notification, a Customer review and written approval is required for Inspiron Logistics to continue to perform work under this Agreement

Failure to continually meet the functionality and service requirements set forth herein shall constitute a breach of the Agreement, which breach may be cured in accordance with Section 4.2 of the Agreement, or a "failure" in accordance with Section 4.2 of the Agreement

Section 4.2 shall be amended by striking (ii) and (iii) in their entirety and inserting the following in their place

(ii) the other Party materially breaches its obligations under this Agreement or Inspiron Logistics fails to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME</b> Matthew Miller	
Embroker Insurance Services LLC		<b>PHONE (A/C, No, Ext)</b> (844)436-2765	<b>FAX (A/C, No)</b>
24 Shotwell St		<b>E-MAIL ADDRESS</b> certificates@embroker.com	
San Francisco CA 94103		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A</b> ACE Property and Casualty Insurance Company	20699
<b>INSURED</b>		<b>INSURER B</b> Clear Blue Specialty Insurance Company	37745
Inspiron Logistics		<b>INSURER C</b>	
1970 N Cleveland-Massillon Road #526		<b>INSURER D</b>	
Bath OH 44210		<b>INSURER E</b>	
		<b>INSURER F</b>	

**COVERAGES**

CERTIFICATE NUMBER: 22474

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL (SUBR) INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	D97193009	04/22/2022	04/22/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	D97193009	04/22/2022	04/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$
B	Tech E&O / Cyber Liability	Y	AX01-4597 01	04/22/2022	04/22/2023	Aggregate 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**


City of Franklin, Wisconsin is included as Additional Insured on the General Liability Auto Liability and Tech E&O / Cyber Liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Franklin, Wisconsin  9229 W Loomis Rd Franklin WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**BLANK PAGE**

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>03/07/23</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p>An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Carry Forward Appropriations from 2022 to 2023 for a Specifically Identified Project in the Amount of \$10,000.</p>	<p><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.21.</p>

**BACKGROUND:**

On 2/7/2023, the Common Council approved the carry forward of unused 2022 appropriations of election printing costs, for use in 2023, in the amount of \$10,000, and directed staff to prepare a budget modification for the same.

**FISCAL IMPACT:**

This was an unused budgeted item from 2022, and then brought forward to the current budget of 2023. It has essentially no impact on the budget other than appropriating the unused expenses to the current budget year.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_\_, An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budget for the General Fund to Provide Carry Forward Appropriations from 2022 to 2023 for a Specifically Identified Project in the Amount of \$10,000.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM 2022 TO 2023 FOR A SPECIFICALLY IDENTIFIED PROJECT IN THE AMOUNT OF \$10,000

WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022;

WHEREAS, the Common Council has carried forward, into 2023, \$10,000 from the General Fund for a specifically identified project which was not completed in 2022; and

WHEREAS, the Common Council directed on February 7, 2023 that staff prepare a carry forward 2023 budget amendment, in the amount of \$10,000, to bring this project forward to 2023 appropriations in the General Fund.

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

Section 1 That the 2023 Budget for the General Fund be amended as follows:

General Fund

Elections	Printing Costs	Increase	\$10,000.00
-----------	----------------	----------	-------------

Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City’s website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of March, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES            NOES            ABSENT



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>3/7/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$70,000 IN EXPENDITURES FROM THE BUILDINGS PART-TIME PERSONAL SERVICES SALARY &amp; BENEFITS ACCOUNTS TO THE BUILDINGS SUNDRY CONTRACTORS ACCOUNTS AND AUTHORIZE CERTAIN OFFICIALS TO SIGN CONTRACT WITH DUST-FREE CLEANING SERVICE, INC. FOR JANITORIAL SERVICES IN THE LIBRARY</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G. 22</p>

**BACKGROUND**

On 11/15/22 the Common Council approved a contract with Dust-Free Cleaning Service, Inc. to perform janitorial services in City Hall with funding to be transferred from part-time custodian funds. Franklin Public Library was to follow with the same arrangement. We do not intend to remove the approved 1.25 FTE Custodian positions but use the majority of those funds for the contract service.

**FISCAL IMPACT**

Decrease: 01-0181-5113 Salaries PT (\$70,000.00)  
Increase: 01-0181-5219 Other Professional Services \$70,000.00

Monthly contract cost for FPL service is: \$3,152.00/31,520.00

This change will have no impact on the Library Allocated Pay Cost reimbursement for the service.

**COUNCIL ACTION REQUESTED**

Motion to approve Ordinance 2023-xxxx AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$70,000.00 IN EXPENDITURES FROM THE MUNICIPAL BUILDINGS SALARIES-PT ACCOUNTS TO THE MUNICIPAL BUILDINGS OTHER PROFESSIONAL SERVICES ACCOUNTS AND AUTHORIZE CERTAIN OFFICIALS TO EXECUTE A CONTRACT ADDENDUM WITH DUST-FREE CLEANING SERVICE, INC FOR THE FRANKLIN PUBLIC LIBRARY AT \$3,152.00 PER MONTH, \$31,520.00 FOR 2023

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$70,000.00 IN EXPENDITURES FROM THE MUNICIPAL BUILDINGS SALARIES-PT ACCOUNTS TO THE MUNICIPAL BUILDINGS OTHER PROFESSIONAL SERVICES ACCOUNTS AND AUTHORIZE CERTAIN OFFICIALS TO EXECUTE A CONTRACT ADDENDUM WITH DUST-FREE CLEANING SERVICE, INC. JANITORIAL SERVICES FOR THE FRANKLIN PUBLIC LIBRARY AT \$3,152.00 PER MONTH, \$31,520.00 FOR 2023

WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022; and

WHEREAS, The Common Council entered into a contract with Dust-Free Cleaning Service, Inc. at the same meeting to provide janitorial services for City Hall; and

WHEREAS, The Franklin Public Library requires cost effective janitorial service; and

WHEREAS, Such services had been provided through a combination of Part Time Custodians and Full Time Maintenance Custodians from the Municipal Buildings Department, and

WHEREAS, Services offered by Dust-Free Cleaning Service, Inc. are more extensive than services that can be provided by part-time employed persons at a cost savings, The Franklin Library Board agreed that this contract should be extended to service the library; and

WHEREAS, The reduction in part-time employees was contemplated to fund the new contract services appropriate accounting must be authorized, and

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

Section 1 That the 2023 Budget for the General Operating Fund for the Municipal Buildings Salaries-PT and Other Professional Services accounts be amended as follows:

<i>Appropriation / Expenditure</i>			
Municipal Buildings Salaries – PT	01-0321-5111	Decrease	\$70,000.00
Other Professional Services	01-0321-xxxx	Increase	\$70,000.00

Section 2 That appropriate officials are hereby directed to execute amendments to the current Dust-Free Cleaning Service, Inc. professional services contract to add services for the Franklin Public Library at an additional \$3,152.00 per month.

Section 3 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City’s website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of March 2023.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen A. Kastenson, City Clerk

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



Pursuant to our recent conversation concerning the contract for the maintenance of your facility, we submit the following proposal for your approval and acceptance on the listed terms and conditions.

**LOCATION:** This contract shall cover the building located at Franklin Public Library.

**DUTIES:** We will furnish at our expense all labor, supervision, materials, equipment, etc. necessary in the performance of this work in accordance with our bid. Restroom supplies including trash liners will be supplied by Franklin Public Library or billed separately.

Should performance of this contract or any part thereof be prevented or delayed by reason of any cause beyond the control of the parties including but not limited to strikes, riots, civil disorder etc., the party so affected shall be excused from performance to the extent that it is prevented or delayed.



**CONSIDERATION:**

For the services listed in the cleaning specifications for the currently occupied building at **Franklin Public Library** you agree to pay us a monthly sum of \$3152.00 per month for a five time per week service. (Monday through Friday). \*Service begins at 6PM but there will be no vacuuming until the library closes.

**CONTRACT COVERAGE:**

This contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this contract and there are no understandings or agreements other than those incorporated or referred to herein. This contract may not be modified except by an instrument in writing signed by both parties.

This contract is binding upon the heirs, administrators, and assigns of both parties.

**TERMINATION:**

Client or contractor may terminate this agreement by a sixty-day written notice for any reason.

**THIS CONTRACT IS APPROVED AND ACCEPTED IN ITS ENTIRETY.**

**DUST-FREE CLEANING SERVICE, INC.**

**Franklin Public Library**

\_\_\_\_\_

\_\_\_\_\_

James M. Gammon

**Franklin Public Library**

**STARTING DATE:** \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 11/15/2022</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Approval of a Professional Services Agreement with Dust-Free Cleaning Service, Inc. for Night Time Cleaning of City Hall</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> J.S. 9.</p>

**BACKGROUND**

With an existing vacancy in the second shift Custodian position at Franklin City Hall, staff completed an analysis of needs and options with regard to moving forward. In order to address the issue of more comprehensive cleaning of areas on a regular basis, and having back-up help in case the regular person is unable to complete the work, staff obtained quotes from three (3) cleaning service companies to see if this would be a viable alternative to the existing staffing.

**ANALYSIS**

The following three quotes were received based on a 5-time per week schedule (Monday-Friday excluding holidays as designated):

- *Dust-Free Cleaning Service, Inc.: \$2,842/month or \$34,104/year*
- GIBB Building Maintenance Company, Inc.: \$2,999.69 or \$35,996/year
- City Wide Facility Solutions: \$3,987/month or \$47,844/year

There is currently \$36,200 in budgeted funds for this purpose. This includes approximately \$30,700 in pay and benefits for the former employee in this position, and approximately \$5,500 that the City spends on cleaning supplies and towel service for the cleaning of City Hall that it would not have to pay if a cleaning service is secured as the cleaning service would provide those items. With the cleaning service, all labor, supervision, cleaning supplies/materials, and equipment necessary in the performance of the work is provided.

Restroom supplies such as paper towels, toilet tissue, hand soap, sanitizer, and trash liners will continue to be supplied by the City, and are included in budgeted funds other than those discussed above.

Some of the benefits of using a cleaning service rather than a City employee include the following:

- Back-up personnel is available if/when the main person is unable to work a scheduled shift;
- The cleaning service company is insured and bonded;
- Cleaning service employees are trained in: restroom and office cleaning, cleaning chemicals and their proper use, hazards and emergency procedures, understanding material and safety data sheets, safety for themselves and others, etc.;
- A cleaning service company will provide a more comprehensive cleaning on a regular schedule with clearly identified duties to be performed per each service for certain areas such as the lobby, office areas/conference rooms and corridors, and restrooms;

- The City is able to end the agreement with a thirty-day notice if it is dissatisfied with the cleaning services being performed; and
- The cleaning service company furnishes all labor, supervision, cleaning supplies/materials, and equipment necessary in performing the work.

**FISCAL IMPACT**

The cost of the cleaning service, \$34,104 annually, will be funded with already budgeted funds for this purpose and the service will be charged to the correct functional account, Account Number 01-0181-5219, Municipal Buildings, Other Professional Services.

**RECOMMENDATION**

Staff recommends approval to enter into a Professional Services Agreement with Dust-Free Cleaning Service, Inc., with a start date of December 1, 2022, at a monthly cost of \$2,842 for a 5-time per week service.

**COUNCIL ACTION REQUESTED**

Motion to approve a Professional Services Agreement with Dust-Free Cleaning Service, Inc. for a 5-time per week service, starting December 1, 2022, at a monthly cost of \$2,842; and to authorize the Director of Administration to execute the agreement.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT, made and entered into this 23rd day of January, 2023, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and *Dust Free Cleaning Service, Inc.* (hereinafter "CLEANING SERVICE"), whose principal place of business is 12201 W Burleigh, Suite 16, Wauwatosa, WI 53222

### **WITNESSETH**

WHEREAS, the CLEANING SERVICE is duly qualified and experienced to provide Cleaning Services to Wisconsin municipalities and has offered services for the same as specified in this AGREEMENT, and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CLEANING SERVICE to perform cleaning services at Franklin City Hall as detailed herein, in accordance with State of Wisconsin regulatory and industry standards,

WHEREAS, the CLEANING SERVICE is qualified to do business in Wisconsin, and

WHEREAS, the City and CLEANING SERVICE wish to enter into this AGREEMENT to specify the duties and obligations of the parties for the services described herein, and

WHEREAS, the CLEANING SERVICE is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this AGREEMENT,

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CLEANING SERVICE agree as follows:

#### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A The CLEANING SERVICE shall provide 5-times per week (Monday-Friday excluding holidays as designated) cleaning services to the CITY at Franklin City Hall as described in the "Cleaning Specifications" for each respective area(s) designated as "Lobby", "Office Area, Conference Room, and Corridors", and "Restrooms", which are attached and incorporated herein as Attachment A
- B The CLEANING SERVICE shall serve as the CITY'S professional representative in matters to which this AGREEMENT applies
- C The CLEANING SERVICE may not employ the services of outside CLEANING SERVICES or SUB-CLEANING SERVICES without the express permission of the City to complete work under this AGREEMENT
- D The CLEANING SERVICE is an independent CLEANING SERVICE and all persons furnishing services hereunder are employees of the CLEANING SERVICE and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CLEANING SERVICE as employer. The CITY understands that express agreements may exist between the CLEANING SERVICE and its employees regarding extra work, competition, and nondisclosure



## II. FEES AND PAYMENTS

The CITY agrees to pay the CLEANING SERVICE, for and in consideration of the performance of the services further described in Attachment A, a monthly sum of \$2,842 per month, subject to the terms detailed below

- A The CLEANING SERVICE may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CLEANING SERVICE'S invoice, if undisputed, within 30 days of invoice date for all approved work
- B In consideration of the faithful performance of this AGREEMENT, the CLEANING SERVICE will not exceed the fee for Services, which is inclusive of all expenses related to the service included in this AGREEMENT
- C Included in the fee identified above are the following all labor, supervision, janitorial supplies/materials, and equipment necessary to perform the CLEANING SERVICE work. Restroom supplies such as paper towels, toilet tissue, hand soap, sanitizer, and trash liners to be supplied by the CITY or billed separately
- D There are no reimbursable costs to be paid in addition to the above established fees in conjunction with this AGREEMENT
- E Should the CITY find deficiencies in work performed or reported, it will notify the CLEANING SERVICE in writing within thirty (30) days of receipt of invoice and related report, and the CLEANING SERVICE will remedy the deficiencies within thirty (30) days of receiving the CITY'S notice, which period may be extended by mutual agreement of the CLEANING SERVICE and the CITY'S representative identified in Subsection IV A below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY
- F Travel time to and from CITY locations is not chargeable time

## III. MODIFICATION AND ADDITIONAL SERVICES

- A This AGREEMENT may only be amended by written instrument signed by both the CITY and the CLEANING SERVICE.
- B. The CITY may, in writing, request changes in the services required to be performed by the CLEANING SERVICE and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CLEANING SERVICE shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CLEANING SERVICE to finalize acceptance of the change order. Any claim by the CLEANING SERVICE for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting

documentation, no later than forty-five (45) days after receipt by the CLEANING SERVICE of approved change order from the CITY, unless a different deadline is provided for within the approved change order

#### **IV. ASSISTANCE AND CONTROL**

- A The Director of Administration and Building Maintenance Superintendent, acting on behalf of the CITY, will be responsible for communication within the CITY'S organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CLEANING SERVICE
- B The CITY will timely provide the CLEANING SERVICE with information in its possession related to the services as mutually deemed necessary and pertinent.
- C The CLEANING SERVICE will appoint James M Gammon as the CLEANING SERVICE'S Project Manager and may appoint other key providers of the Services only by mutual consent of the CLEANING SERVICE and the CITY. Substitution of other staff may occur only with the consent of the CITY

#### **V. TERMINATION**

- A This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CLEANING SERVICE at least thirty (30) business days before the specified effective date of such termination. Upon such termination by the CITY, the CLEANING SERVICE shall be entitled to payment of such amount as shall fairly compensate the CLEANING SERVICE for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties
- B The rights and remedies of the CITY and the CLEANING SERVICE under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT
- C Failure to maintain the designated staff (as identified herein and in the CLEANING SERVICE'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the AGREEMENT, as determined by the CITY

#### **VI. INSURANCE**

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

A General/Commercial Liability	<p>\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage  \$2,000,000 per general aggregate,</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis</p>
B Automobile Liability	<p>\$1,000,000 combined single limit</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis</p>
C Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	<p>\$1,000,000 per occurrence for bodily injury, personal injury, and property  \$1,000,000 minimum aggregate per person, per aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
D Worker's Compensation and Employers' Liability	<p>Statutory</p> <p>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</p>

Upon the execution of this AGREEMENT, the CLEANING SERVICE shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

If said policies are thereafter canceled, permitted to expire, or changed, the CLEANING SERVICE shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CLEANING SERVICE, nor the CLEANING SERVICE'S SUB-CLEANING SERVICE, if applicable, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CLEANING SERVICE fails to ensure the CLEANING SERVICE and all SUB-CLEANING SERVICE'S are insured and continue to remain insured, the CLEANING SERVICE shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all SUB-CLEANING SERVICE'S shall remain with the CLEANING SERVICE, and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CLEANING SERVICE and SUB-CLEANING SERVICE'S have the required insurance coverage.

Acceptability of Insurers Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI

## VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05 To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law
- B The CLEANING SERVICE warrants each of the following.
- 1 No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason
  - 2 No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy
  3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTACTOR
- C To the fullest extent permitted by law, the CLEANING SERVICE shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of the CLEANING SERVICE or the CLEANING SERVICE'S officers, directors, partners, employees, and CLEANING SERVICES in the performance of the CLEANING SERVICE'S services under this AGREEMENT.
- D To the fullest extent permitted by law, the CLEANING SERVICE'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CLEANING SERVICE and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CLEANING SERVICE'S negligence bears to the total negligence of the CITY, the CLEANING SERVICE, and all other negligent entities and individuals

## VIII. TIME FOR COMPLETION

The CLEANING SERVICE shall commence work promptly and diligently on January <sup>30</sup>~~28~~, 2023, and the work will continue per the agreement

The CLEANING SERVICE shall complete the Services timely as detailed in Attachment A

## IX. TERM

The agreement shall be a 3-year agreement, with two 1-year mutual renewal options

**X. DISPUTES**

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

**XI. RECORDS RETENTION**

Unless otherwise required herein, the CLEANING SERVICE shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT based on statutory requirements. Such records shall be made available by the CLEANING SERVICE to the CITY for inspection and copying upon request.

**XII. MISCELLANEOUS PROVISIONS**

- A. **Professionalism** The CLEANING SERVICE stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. **Pursuant to Law** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CLEANING SERVICE under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest.** The CLEANING SERVICE warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CLEANING SERVICE warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CLEANING SERVICE. Upon receipt of such notification, a CITY review and written approval is required for the CLEANING SERVICE to continue to perform work under this AGREEMENT. Additionally, the CLEANING SERVICE shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

**XIII. CONTROLLING TERMS AND PROVISIONS**

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

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

CITY OF FRANKLIN, WISCONSIN  
BY: [Signature]  
PRINT NAME: Stephen R. Olson  
TITLE: Mayor  
DATE: 1/27/2023

DUST FREE CLEANING SERVICE, INC.  
BY: [Signature]  
PRINT NAME: James M. Gammon  
TITLE: Owner  
DATE: 1-27-23

BY: [Signature]  
PRINT NAME: ~~Peggy Steeno~~ THOMAS S BAKALARSKI  
TITLE: Director of Finance and Treasurer  
DATE: 1/27/23

CITY CONTROLLER/TREASURER

BY: [Signature]  
PRINT NAME: Karen Kastenson  
TITLE: City Clerk  
DATE: 1/27/23



Approved as to form:  
[Signature]  
Jesse A. Wesolowski, City Attorney  
DATE: 1/30/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> G2 Insurance Services, Inc 14260 W. Greenfield Ave P O Box 1325 Brookfield WI 53008-1325		<b>CONTACT NAME</b> Mickey Pelzman <b>PHONE (A/C, No, Ext):</b> (262) 784-0644 <b>FAX (A/C, No):</b> (262) 784-0646 <b>E-MAIL ADDRESS:</b> mickeyp@g2ins.com	
<b>INSURED</b> Dust Free Cleaning Services Inc. 12201 W. Burileigh Road - #16 Milwaukee WI 53222		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A</b> Partners Mutual Insurance/Penn National Ins NAIC # 026 <b>INSURER B</b> <b>INSURER C</b> <b>INSURER D</b> <b>INSURER E</b> <b>INSURER F</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL2282109260 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CZ92003254	08/06/2022	08/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AZ92001589	08/06/2022	08/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UZ92004407	08/06/2022	08/06/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WZ92001589	08/06/2022	08/06/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Franklin is hereby listed as an Additional Insured on the General Liability & Automobile policies on a primary & non-contributory basis, per written contract. A Waiver of Subrogation is in favor of the City of Franklin on the Workers Compensation policy Umbrella follows form.

**CERTIFICATE HOLDER**

City of Franklin  
 9229 W Loomis Road  
 Franklin WI 53132

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



**CLEANING SPECIFICATIONS  
FOR  
FRANKLIN CITY HALL**





Dear Bob,

Dust-Free Cleaning Service, Inc is pleased to present you with a cleaning bid for your facility

We are a highly organized, very personable company that we are sure you will find easy to communicate and work with

Dust-Free Cleaning Service, Inc is very interested in quality control We ensure this control with walk-through on-the-job training, on-site supervisors, periodic check-ins with upper management, and open line communication systems to both the employee and the account contact This enables our evening employees to contact us with questions or concerns at any time

We are a fairly small business in which our employees are scheduled at the same location the same evening every week. This eliminates scheduling confusions, and enables our employees to thoroughly familiarize themselves to your needs Also, you will always recognize your cleaning crew. This is helpful for security reasons, and to make them available to any specific needs or suggestions you may have.

Dust-Free Cleaning Service, Inc. is insured and bonded Copies of these documents are available upon request. References are also furnished upon your request

Thank you for your time and consideration. We look forward to doing business with you in the near future

Sincerely,

James M Gammon  
President



Pursuant to our recent conversation concerning the contract for the maintenance of your facility, we submit the following proposal for your approval and acceptance on the listed terms and conditions

**LOCATION** This contract shall cover the building located at Franklin City Hall

**DUTIES** We will furnish at our expense all labor, supervision, materials, equipment, etc necessary in the performance of this work in accordance with our bid Restroom supplies including trash liners will be supplied by Franklin City Hall or billed separately

Should performance of this contract or any part thereof be prevented or delayed by reason of any cause beyond the control of the parties including but not limited to strikes, riots, civil disorder etc., the party so affected shall be excused from performance to the extent that it is prevented or delayed



### **THINGS WE DO TO BETTER SERVE YOU, OUR CUSTOMER**

- We personally interview each applicant
- Train new employees on the company manual, the use of the material and data sheets, and blood borne pathogens.
- Train new employees on the thinking of safety for themselves and others
- Train on what the customer is to them and the company
- Train on restroom and office cleaning
- On the job training.
- Company newsletter to keep everyone informed about things happening here, new chemicals, chemical usage, info on other employees, employee of the month, etc
- Six paid holidays to try to maintain employee morale and consistency for our customer
- Low employee turnover after 60-day training period
- Regular employee meetings for continued education, exchange of ideas and getting to know each other
- Regular supervisory meeting to facilitate communication



## **COMMUNICATION**

We have a sophisticated communication system in place to ensure your building is cleaned and maintained to the specifications as stated within this agreement.

Our main office is staffed from 8 00 am to 5 00 pm Monday through Friday to personally handle your inquiry or concern. Our Quality Control Manager serves as a backup to ensure your building is cleaned correctly on a daily basis.

On-site, we keep a communication log book which serves both you and Dust-Free Cleaning Service, Inc. in relaying information back and forth on a daily basis. This is especially important for noting special areas of concern or a special meeting in the future that requires detailed cleaning.

## **EMPLOYEE IDENTIFICATION**

For security purposes, all employees are required to wear a Dust-Free Cleaning Service, Inc. identification card with his/her picture, signature, current photograph, employee ID number and description. Also, Dust-Free Cleaning Service, Inc. employees are given a logo t-shirt as a uniform so they may clearly be noticed on your premises.



## **QUALITY CONTROL**

**Quality control is based upon three different levels of Dust-Free Cleaning Service, Inc. management staff.**

- 1) On-Site Crew Supervisor
  
- 2) Quality Control Supervisor
  
- 3) President

Our On-Site crew supervisor is responsible for the nightly inspection of all cleaning procedures. He/She will initial a daily checklist to ensure quality standards are being met and each task has been completed. In multiple cleaner buildings, the supervisor will work directly with the cleaners to immediately correct any problems.

Our Quality Control Supervisor oversees the accounts, which they have been assigned. They perform weekly written inspections of their buildings. They review the inspections with the on-site crew supervisor making sure each cleaning task is completed correctly.

Our President will perform periodic day and night inspections, at which time he will meet with the contact person, or department heads when available to assess the cleaning program. He will also perform a written inspection of all areas serviced. In most instances, cleaning concerns will be followed-up within twenty-four hours.



## **MANAGEMENT SET-UP**

A) **QUALITY CONTROL MANAGER-** The Quality Control Manager will do periodic written inspections of your building, in addition to meeting with you **WEEKLY** (if desired) at a predetermined day and time.

B) **PRESIDENT-** above the Quality Control Manager, the President will also do periodic **UNANNOUNCED** inspections, as a follow-up on the performances of the Crew Manager and the Quality Control Managers. At no time will the Crew Manager know when the President will be inspecting the building. In this way, every effort is taken to keep the building looking its best. The President is the back-up for the Crew Manager in the event of illness or vacation.

\*You should note that Dust-Free Cleaning Service, Inc. rewards its employees' efforts with bonus gifts for excellent on-site unannounced inspections, and also uses a "good attendance" monetary bonus for perfect attendance.

## **HIRING PRACTICES**

When they have completed the application, they are given an oral interview to further assess their abilities. With their passing the oral interview, two additional checks are done before they are officially hired. Reference checks with past employers are conducted as well as police background checks. Anyone having a record for theft, robbery, etc. is not eligible to be hired.

## **STAFFING**

Dust-Free Cleaning Service, Inc. will staff your building with knowledgeable, fully trained, and capable cleaners. Through normal attrition, we may, at times, hire a new person to clean your facility. Rest assured this person will go through all necessary training BEFORE they start work at your location.



## **TRAINING PROGRAM**

Below you will find a brief description of our Training Program, which all new employees are required to attend. It is approximately a two hour session taught by a quality control manager from the operations department. All the aspects of cleaning (with the exception of specialty work) are gone over in great detail. In addition, basic equipment maintenance and repair are also taught. This training is further supplemented by on-site trainers at the building the person will be servicing for Dust-Free Cleaning Service, Inc. In this way, we can tie together the training they received at our office with actual on-site, hands-on training. We feel this best reinforces what they already learned.

## **TRAINING CURRICULUM**

### **EMPLOYEES WILL COMPLETE AND BE TRAINED ON THE FOLLOWING:**

- Viewing of training tapes
- Introduction to cleaning chemicals and their proper use
- The potential for hazards and emergency procedures
- Understanding material & safety data sheets
- Review of equipment-operation and maintenance.
- Blood borne Pathogen Standards
- Dusting High/Low
- Use of furniture cleaning products
- Dust mopping procedure
- Damp mopping procedure
- Trashing procedure.
- Window cleaning procedure
- Vacuuming procedure
- Restroom cleaning procedure



### **SUPPLIES AND EQUIPMENT**

DUST-FREE CLEANING SERVICE, INC will furnish all the janitorial supplies and equipment necessary to perform the aforementioned services This does not include restroom supplies such as paper towels, toilet tissue, hand soap, sanitizer, and trash liner (These items will be supplied by Franklin City Hall or billed separately).





## **CLEANING SPECIFICATIONS**

### **LOBBY:**

#### **DUTIES PERFORMED PER SERVICE:**

- Vacuum carpet areas.
- Dust all horizontal surfaces, including picture frames, furniture (weekly)
- Spot clean door glass.



**CLEANING SPECIFICATIONS:**

**OFFICE AREA, CONFERENCE ROOM AND CORRIDORS:**

**DUTIES TO BE PERFORMED PER SERVICE:**

- Empty all wastepaper baskets and trash receptacles, replacing liners as necessary
- Empty recycling baskets
- Dust all furniture, cleared surfaces, pictures, etc. (per schedule)
- Vacuum all carpeted traffic areas
- Vacuum all carpeted areas complete once weekly.
- Sweep hard surface floors
- Mop hard surface floors, using City of Franklin floor machine if it is available and working. If the City's floor cleaning machine is not available, contractor will use its own floor cleaning machine



**RESTROOMS:**

**DUTIES TO BE PERFORMED PER SERVICE:**

- Restock paper products
- Remove trash and reline baskets
- Clean and sanitize sinks and counters
- Clean mirrors and dispensers
- Clean and sanitize toilets and urinals
- Sweep and damp mop floors



**CONSIDERATION:**

For the services listed in the cleaning specifications for the currently occupied building at Franklin City Hall you agree to pay us a monthly sum of \$2842 00 per month for a five time per week service.

**CONTRACT COVERAGE:**

This contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this contract and there are no understandings or agreements other than those incorporated or referred to herein. This contract may not be modified except by an instrument in writing signed by both parties.

This contract is binding upon the heirs, administrators, and assigns of both parties.

**TERMINATION:**

Client or contractor may terminate this agreement by a thirty-day written notice for any reason



**BLANK PAGE**

<p><b>APPROVAL</b></p> <p><i>[Signature]</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>March 7, 2023</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><i>DAL 27th Street Clinic, LLC v City of Franklin, Milwaukee County Circuit Court Case No. 2021-CV-5746. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.23</i></p>

**COUNCIL ACTION REQUESTED**

As *DAL 27th Street Clinic, LLC v. City of Franklin*, Milwaukee County Circuit Court Case No. 2021-CV-5746 is a litigation matter which is in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

**BLANK PAGE**



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 03/07/23</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER H.</b>

See attached minutes from the License Committee meeting of February 7 & 20, 2023.

1. Miscellaneous Licenses and Permits for March 7, 2023.
2. A) Review of extraordinary events.  
B) Discussion of possible review committee.  
C) Discussion regarding directing clerk's office to include extraordinary applications in the online & printed packets.

**COUNCIL ACTION REQUESTED**

1. As recommended by the License Committee for the meeting of March 7, 2023.
2. A) Review of extraordinary events.  
B) Discussion of possible review committee.  
C) Discussion regarding directing clerk's office to include extraordinary applications in the online & printed packets.

CITY CLERK'S OFFICE



414-425-7500

**License Committee  
Agenda\***

**Franklin City Hall Hearing Room  
9229 W. Loomis Rd  
Franklin, WI  
March 7, 2023 – 6:00 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Citizen Comment</b>	
<b>3.</b>	<b>Approval of Minutes for Regular License Committee Meeting of February 7 &amp; February 20, 2023.</b>	
<b>4.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2022-2023 New</b>	<b>Crewz, Taylor E</b> Irish Cottage			
<b>Operator 2022-2023 New</b>	<b>Rehberg, Richard S</b> The Landmark			
<b>Operator 2023-2024 Renewal</b>	<b>Crass, Daniel P</b> Franklin Noon Lions			
<b>5. Extraordinary Events</b>	<b>7a – Continuation of review for the extraordinary events 7b – Present possible duties of a review committee 7c – Direct the clerk’s office to include the extraordinary applications in the online &amp; printed packets</b>			
<b>6.</b>	<b>Adjournment</b>	<b>Time:</b>		

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



414-425-7500

**License Committee  
Minutes\***

**Franklin City Hall Hearing Room  
9229 W. Loomis Rd  
Franklin, WI  
February 07, 2023 – 5:00 p.m.**

1.	<b>Call to Order &amp; Roll Call – Alderwoman Eichmann &amp; Alderwoman Hanneman Present; Alderwoman Wilhelm Not Present</b>	Time: 5:02 p.m.
2.	<b>Citizen Comment</b>	
3.	<b>Approval of Minutes for Regular License Committee Meeting of January 03, 2023. Alderwoman Eichmann moved and Alderwoman Hanneman seconded. All voted Aye; motion carried.</b>	
4.	<b>Approval of Minutes for Special License Committee Meeting of January 19, 2023. Alderwoman Eichmann moved and Alderwoman Hanneman seconded. All voted Aye; motion carried.</b>	
5.	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	<b>Gagliano, April</b> Bowery Bar & Grill	√		
Operator 2022-2023 New	<b>McCown, Jacob</b> The Rock Sports Complex/Dog Haus	√		
Operator 2022-2023 New	<b>Rendall, Amy J</b> Bowery Bar & Grill	√		
"Class A" Beer & Liquor Change of Agent 2022-2023	<b>Kwik Trip, Inc</b> DBA – Kwik Trip #857 10750 W Speedway Dr Michael Roberts	√		
Day Care 2022-2023 Renewal	<b>KinderCare Education LLC</b> DBA KinderCare 6350 S 108 <sup>th</sup> St Theresa Castronovo, Manager	√		
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Police Department – National Night Out</b> Fee waivers: Temporary Entertainment & Amusement, Food License Date of Event: 8/7/2023; 6 to 9 p.m. Location: Franklin Public Library, 9151 W Loomis Rd	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
<b>Amendment to Public Grant Application for Opening Hours of Civic Celebration Event</b>	<b>Change of Civic Celebration Event Operating Hours on Saturday, July 1, 2023</b> Changing Opening Hour from 3 p.m. to noon (Operating Hours will be noon to 11 p.m.) John Bergner, Chairman of Civic Celebration Commission	✓		
<b>Temporary Entertainment &amp; Amusement</b>	<b>Rainbow Valley Rides, Inc – Fourth of July Festivities</b> Person in Charge: Ronald Kedrowicz Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023	✓		
<b>Temporary Entertainment &amp; Amusement</b>	<b>Civic Celebration Committee – Independence Celebration</b> Person in Charge: John Bergner Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023	✓ Fireworks to be permitted thru FPD		
<b>Temporary "Class B" Beer &amp; Wine</b>	<b>Civic Celebration Committee – Independence Day Celebration</b> Person in Charge: John Bergner Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023	✓		
<b>6. Fireworks Display Process</b>	<b>Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council</b>		✓ Hold until next meeting	
<b>7. Extraordinary Events</b>	<b>7a – Continuation of review for the extraordinary events  7b – Present possible duties of a review committee  7c – Direct the clerk's office to include the extraordinary applications in the online &amp; printed packets</b>		✓ Hold until next meeting	
<b>8.</b>	<b>Adjournment</b>	Time: 5:42 p.m.		

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



414-425-7500

**License Committee  
Minutes\***

**Franklin City Hall Health Wing  
9229 W. Loomis Rd  
Franklin, WI  
February 20, 2023 – 5:30 p.m.**

1.	<b>Call to Order &amp; Roll Call – Alderwoman Hanneman &amp; Alderwoman Wilhelm Present; Alderwoman Eichmann Not Present</b>	<b>Time: 5:30 p.m.</b>
2.	<b>Citizen Comment</b>	
3.	<b>Approval of Minutes for Regular License Committee Meeting of February 7, 2023 – Hold until next meeting.</b>	
4.	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
<b>Extraordinary Entertainment &amp; Special Event 5:35 p.m.</b>	<b>Mulligan’s Irish Pub &amp; Grill – St. Patrick’s Day Party</b> Person in Charge: Brian Francis Location: 8933 S 27 <sup>th</sup> Street Date of Event: 3/17/2023	√		
<b>Operator 2022-2023 New</b>	<b>Cihler, Nicholas A</b> On The Border	√		
<b>Operator 2022-2023 New</b>	<b>Stankowski, Nicole L</b> Bowery Bar & Grill			√ Based on Habitual Law Offenses
<b>“Class B” Beer &amp; Liquor Change of Agent 2022-2023</b>	<b>Hudson Burger LLC</b> DBA – Milwaukee Burger Company 6421 S 27 <sup>th</sup> St Jessica Cullen	√		
<b>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</b>	<b>Franklin Lioness Lions Club – St Martin’s Fair</b> Fee Waivers: St Martin’s Fair Permit, Temporary Class “B” Beer and Wine License and Operator Licenses Dates of Event: 9/3/23 – 9/4/23 Location: St Martin’s Labor Day Fair	√		
<b>5. Fireworks Display Process</b>	<b>Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council</b>	Alderwoman Wilhelm moved and Alderwoman Hanneman seconded to hold discussion for fireworks clarification & update from city attorney.		

Type/ Time	Applicant Information	Approve	Hold	Deny
6. Extraordinary Events	<b>7a – Continuation of review for the extraordinary events</b> <b>7b – Present possible duties of a review committee</b> <b>7c – Direct the clerk’s office to include the extraordinary applications in the online &amp; printed packets</b>	Alderwoman Hanneman moved and Alderwoman Wilhelm seconded to hold discussion of extraordinary events at Committee of the Whole meeting on March 6, 2023 motion carried.		
7.	<b>Adjournment</b>	Alderwoman Wilhelm moved and Alderwoman Hanneman seconded to adjourn at 6:24 p.m. motion carried.		

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

<b>APPROVAL</b> <i>TB</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>3/07/2023</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated February 17, 2023 through March 2, 2023, Nos 191702 through Nos.191835 in the amount of \$ 4,457,345 00 Also included in this listing are EFT's Nos 5244 through EFT Nos 5258, Library vouchers totaling \$ 88,845.38 and Water Utility vouchers totaling \$ 91,146 93 Voided checks in the amount of \$ (3,867 43) are separately listed

Early release disbursements dated February 17, 2023 through March 2, 2023 in the amount of \$4,036,073 61 are provided on separate listings 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 *Due to a date error when processing, there are 2 Early Release Reports, \$ 3,941,133.57 and \$ 94,940 04*

Attached is a list of property tax disbursements, EFT Nos 455 through Nos 460 and EFT Nos 330(S) through Nos 332(S) dated February 17, 2023 through March 1, 2023 in the amount of \$ 8,532,165 31 \$ 37,070 71 represents refund reimbursements and \$ 8,495,094.60 represents settlements from US Bank There is also an additional \$16,648,653 64 of tax settlements from American Deposits These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated February 24, 2023 is \$ 437,325 63, previously estimated at \$ 440,000 Payroll deductions dated February 24, 2023 are \$ 472,399 60 previously estimated at \$ 505,000

The estimated payroll for March 10, 2023 is \$ 430,000 with estimated deductions and matching payments of \$ 235,000

### COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of March 2, 2023 in the amount of \$4,457,345 00 and
- Property Tax disbursements with an ending date of March 1, 2023 in the amount of \$ 25,180,818 95 and
- Payroll dated February 24, 2023 in the amount of \$ 437,325 63 and payments of the various payroll deductions in the amount of \$ 472,399 60, plus City matching payments and
- Estimated payroll dated March 10, 2023 in the amount of \$ 430,000 and payments of the various payroll deductions in the amount of \$ 235,000, plus City matching payments

**ROLL CALL VOTE NEEDED**